



Avalon b.v.
Dinxperlosestraatweg 52
7122 AH Aalten
The Netherlands
T +31 (0)543 20 00 10
F +31 (0)543 20 00 11
E info@avalongrass.com
I www.avalongrass.com

Guarantee statement Avalon b.v.

The Avalon artificial surface has a guarantee of 7 (seven) years on:

- abnormal wastage symptoms
- durability against weather influences such as UV-radiation, temperature, humidity, rot and mould
- water permeability

The guarantee coverage will commence on the date of substantial completion of the installation site and continues from that date.

Emphatically excluded are all damages caused directly or indirectly by factors that are out of the responsibility and influence of **Avalon b.v.**

The guarantee is only valid as to defects caused by the use and/or processing of materials.

No damages and defects are guaranteed when caused by:

- using the surface for other aims than landscape purposes;
- mechanical damage, vandalism, abuse, neglect, deliberate act, accident, disaster or casualty;
- insufficient and/or wrong maintenance.

The claim to the guarantee can only be made in relation to defects of materials and the artificial grass construction of the artificial grass surface and will never go beyond repairs or replacements or removal of parts of or the entire artificial grass surface and this exclusively to be judged by **Avalon b.v.**

The claim shall never exceed the original sales price of the materials, excluding costs of removal provided by **Avalon b.v.** Our general sales terms apply to this guarantee. These general sales terms take precedence of this guarantee statement.

When replacement of parts of the artificial grass system or of the entire artificial grass surface will take place, same will be done against calculation of a reasonable indemnification for the use since the date of delivery and/or installation and will be adjusted by mutual agreement.

The claim to the guarantee expires when without a previous written consent of **Avalon b.v.** one has proceeded to repair and/or replacement. In case that the principal **Avalon b.v.**, are at odds, both parties will accept an domestic notified body as independent expert.

Aalten, 2012

Avalon B.V.

Appendix 1: Warranty



Appendix 1: Warranty

Avalon b.v. makes no express warranties to distributor with respect to the products other than as contained in **Avalon b.v.** standard warranties for each of the products.

To the fullest extent permitted by law all implied warranties are hereby excluded, including but not limited to warranties of merchantability and fitness for a particular purpose.

Distributor shall make no warranties to its customers regarding the products in the name of **Avalon b.v.** or otherwise having the effect of giving customers direct recourse to **Avalon b.v.**

Any and all warranties made by **Avalon b.v.** in connection with the products will be immediately terminated in the event that any of its products are altered or modified without the express written consent of **Avalon b.v.**

Distributor's remedies are limited. distributor may not recover any loss of profits, indirect, special, consequential or incidental damages arising out of any breach of warranty or contract. such damages are excluded from this contract avalon bv maximum responsibility in damages for any sale is limited to the price charged for that sale.