

Installation Warranty

1. **Warranty.** Artificial Grass Contractors Inc., dba BILTRIGHT Construction, a California corporation (“BRC”), warrants that the Services, as set forth in the Home Improvement Agreement, provided by BRC were provided in a good, workmanlike manner and free from defect (“Warranty”).
2. **Term.** This Warranty expires **Three - Years** from the date of completion of the services (“Term”). Authorized repairs that are performed by BRC shall not extend or restart the term.
3. **Warranty Claims.** Any claim for warranty coverage (“Warranty Claim”) must be made in writing within thirty (30) days’ of discovery of any alleged defect and mailed, by certified mail, to BRC at: BILTRIGHT Construction, P.O. Box 1627 Temecula, CA 92593-1627. Such Warranty Claim must include the Invoice Number and Service Address listed on the Home Improvement Agreement. BRC shall be allowed to arrange an inspection of the claimed defect and shall have thirty (30) days from receipt of the notice to conduct such inspection. No Warranty Claim will be accepted until an inspection has been completed. BRC, at its sole discretion, shall either accept or reject the Warranty Claim. Upon acceptance of a Warranty Claim by BRC, BRC will repair any defect.
4. **Exclusions.** This Warranty excludes any Warranty Claim that arises due to the negligent or intentional act of the Client or any third-party, including repairs that are conducted without the authorization of BRC. This Warranty is the sole and exclusive obligation of BRC, applies only to the Services and does not warrant against any defect in the products used. Any defect in product may be subject to a manufacturer’s warranty, if any, provided by the product manufacturer. BRC expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose.
5. **Limitation of Liability.** In no event will BRC be liable for any consequential, special, indirect, incidental or expectation damages, including, but not limited to, lost profits, lost revenue, loss of use, the labor cost of removal or the labor cost of replacement. BRC’S liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed the amount paid for the Services.
6. **Modifications.** No terms or conditions, other than those stated in this Warranty, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding on BRC, unless such modifications are made in writing, on BRC stationary signed by an officer of BRC. No agent or employee of BRC has the authority to increase or alter the obligations or limitations of this Warranty.

7. Arbitration. Any controversy or claim arising out of or relating to this Warranty, or the enforcement thereof, shall be settled by binding arbitration and shall be submitted to the Judicial Arbitration and Mediation Services (JAMS), with such arbitration taking place in Ontario, California. California Law shall apply to this warranty, irrespective to the place the Services were performed.

8. BRC is not responsible for any damage caused by the application of excessive heat of various heat sources, field heaters, or other secondary reflection of objects (high efficiency windows, reflective windows, and/or any other objects that cause light refraction and/or reflection.