



## JAYS SYNTHETIC GRASS LIMITED WARRANTY STATEMENT

### WHAT IS COVERED:

Under normal conditions and ordinary use Jay's Synthetic Grass warrants its synthetic grass (except for products on clearance) for 8 years against:

**Ultraviolet degradation of more than 50% during the Warranty Period due to a defect or fault with the Product.**

This warranty shall only cover Jay's Synthetic Grass products used for normal landscaping applications.

The warranty does not apply if the products are used for any application other than those recommended by the manufacturer.

### WHAT IS NOT COVERED:

Jay's Synthetic Grass does NOT cover the following:

1. Products that have not been purchased from Jay's Synthetic Grass;
2. Change of mind or if you make an error in choosing or cutting the product;
3. Normal wear and tear;
4. Any shrinkage of the product;
5. Any defects or damage which result from cutting, negligence, misuse or abuse;
6. Any defects or damage from vandalism;
7. Any defects or damage created by machinery (including and not limited to cars);
8. Any defects or damage caused by animals;
9. Any defects or damage by fire or a chemical reaction;
10. Any defects or damage resulting from floods or any acts of God;
11. The use of inappropriate sports equipment or footwear;
12. Cuts or burns;
13. Damage due to excessive heat, including the effects of the sun's energy when magnified by glass or reflective surfaces, or if the product was installed within 400mm of glass fencing or other reflective surfaces;

14. Damage resulting from failure to maintain the product in accordance with the maintenance instructions provided to the buyer;
15. Faulty subsurface preparation or failures in the subsurface after installation;
16. Settling, drainage and other issues related to the sub base that may occur from work completed by others prior to the installation of the synthetic grass;
17. Damage, issues or incorrect installation of synthetic turf incurred during a DIY installation;
18. Damage caused by other parties or contractors after installation of the synthetic grass;
19. Damage as a result from repair, or attempted repair by anyone other than an installer from Jay's Synthetic Grass;
20. Damage caused as a result of the delay in rectifying a fault or defect where the fault or defect was not reported to us within the time periods specified in this warranty statement or if the Product is used after we recommend that use be discontinued;
21. This also does not warrant that the product won't become obsolete at some point in the future;
22. Jay's Synthetic Grass excludes all other warranties, conditions or liability in relation to the manufacture, sale or supply of the Product and its Installation and we will not be liable for any claim for direct, indirect or consequential loss or damage arising out of or contributed to by the manufacture, sale or supply of the Product and its Installation.

#### **HOW LONG DOES THIS COVERAGE LAST?**

This warranty lasts for eight (8) years from the date of original purchase.

#### **WHO IS COVERED?**

This limited warranty covers only the original purchaser of the product.

The Warranty is not transferable.

#### **HOW TO OBTAIN SERVICES?**

Warranty claims must be made to Jay's Synthetic Grass:

Phone: 08) 6261 1882

Email: [info@jayssyntheticgrass.com.au](mailto:info@jayssyntheticgrass.com.au)

JAYS SYNTHETIC GRASS PTY., LTD.

Address: 2/9 Carson Road, MALAGA WA 6090

Any fault, defect or damage to the Product, or any suspected fault, defect or damage to the Product must be reported to us within 90 days of receipt of the Product and no later than 30 days after you, or any reasonable person would have become aware of any fault, defect or damage to the Product or suspected that there was a fault, defect or damage to the Product.

If the defect is a result of ultraviolet degradation, you have eight years from the date of receipt of the Product to make a warranty claim.

All warranty claims must include a proof of purchase from Jay's Synthetic Grass as well as at least 3 clear photos of areas for which the claim is being made.

Do not attempt to repair or alter the Product yourself as this will void the warranty.

If you do not notify us of your Warranty claim in accordance with the requirements set out in this warranty, we will not be required to investigate the Warranty claim or undertake any works to repair or replace the Product.

#### **WHAT JAY'S SYNTHETIC GRASS WILL DO?**

Jay's Synthetic Grass endeavors to handle all warranty claims promptly and professionally.

Jay's Synthetic Grass will, at Jay's Synthetic Grass' total discretion, either repair or replace the affected area which has been determined by Jay's Synthetic Grass to be non-compliant with the above warranty.

On receipt of a claim Jay's Synthetic Grass will:

1. Contact you by E-mail to discuss the claim;
2. Inspect damage or defect if not resolved by email;
3. Notify you within 7 days if the claim is accepted;

If Jay's Synthetic Grass does not accept your warranty claim and you wish to dispute Jay's Synthetic Grass' decision, then an email of dispute must be sent to Jay's Synthetic Grass with-in 7 days of our email giving details of why you are disputing the decision. Jay's Synthetic Grass will consider any additional information provided.

Jay's Synthetic Grass will contact you again within 7 days of a notice of dispute,

A further written notice either confirming our initial determination or amending the initial determination will be given

If Jay's Synthetic Grass does not receive a letter of dispute with-in 7 days then Jay's Synthetic Grass will assume there are no disputes and proceed as indicated.

If the Warranty claim is accepted, Jays Synthetic Grass:

1. will take such steps as we consider reasonable to rectify the defect in the Product, taking into consideration the age of the Product and the effect of normal wear and tear;
2. in its absolute discretion, may include using new or reconditioned parts when repairing or replacing the product;
3. Will require access to the Product and will undertake such actions as may be required to undertake the Warranty Works
4. May require you present at the time at which any Warranty Works are carried out.

Any Warranty Works will have a Warranty Period equal to the Warranty Period remaining on the original Product and workmanship.

Any costs or expenses incurred by you in informing us of a Warranty claim will be borne by and paid for by you.

If we accept the Warranty claim, all costs of investigating the claim will be borne by and paid for by us.

If we do not accept the Warranty claim, all costs of investigating the claim will be borne by and paid for by you. This includes our costs of inspecting the Product, charged at our usual hourly rate.

If we accept the Warranty claim, we will bear the costs of the Product and you will be responsible for paying any labour costs associated with the Warranty Works.

If we do not accept the Warranty claim, all costs of any works undertaken to repair or replace the Product will be borne by and paid for by you.

As with any manufactured product, there are occasional differences in colour between dye lots. Jay's Synthetic Grass cannot be held responsible for any color shading differences.

#### **WHAT JAY'S SYNTHETIC GRASS WILL NOT DO**

1. Jay's Synthetic Grass will at no time, under any circumstances, give a cash refund.
2. Jay's Synthetic Grass will not be liable to pay or reimburse you any amounts relating to any other loss or damage, including for any direct, indirect or consequential loss or damage, other than as set out in this warranty.
3. Jay's Synthetic Grass will not be liable to compensate you for any loss of opportunity, loss of profit or loss of income (including loss of wages).

Under no circumstances shall the entire liability exceed the purchase price for the defective products. Liability will not be assumed for any consequential damage, loss or expense.

No person or party shall create any obligation or liability for Jay's Synthetic Grass and only the guarantee as expressed herein shall apply.