

## **PRODUCT & INSTALLATION WARRANTY**

### **WET POUR SOFTFALL RUBBER**

#### **1. WARRANTY COVERAGE**

This warranty applies to wet-pour Softfall Rubber products supplied and/or installed by **Jay's Synthetic Grass ('JSG')**. We warrant the product and installation against defects in workmanship and materials under normal use and service, subject to the terms and conditions outlined below and in accordance with Western Australia's laws and policies, including the Australian Consumer Law (ACL).

This warranty applies only to surfaces intended for pedestrian or standard playground use. It does not cover damage resulting from commercial vehicle access, high-impact athletic activities, or other uses beyond design specifications.

#### **2. MATERIAL WARRANTY**

JSG provides a 3-year limited warranty on EPDM rubber materials from the date of supply or installation, depending on the scope of service. This warranty covers:

- Premature deterioration of the EPDM rubber material due to manufacturing defects.
- Excessive colour fading beyond normal wear and tear.
- Cracking or disintegration under normal pedestrian use, provided it is not caused by improper installation or site conditions.

Minor colour fading over time due to UV exposure is considered normal and is not covered by this warranty.

##### **Note (Supply-Only Projects):**

For supply-only orders, warranty applies to material quality at delivery. JSG is not responsible for issues arising from third-party installation or site conditions.

##### **Note on TPV Rubber:**

Where TPV (Thermoplastic Vulcanizate) rubber granules are used in place of EPDM, Jay's Synthetic Grass provides a **5-year limited material warranty** from the date of supply or installation. TPV materials are known for their enhanced UV stability, colour retention, and durability under Australian conditions. All other terms, conditions, and exclusions in this warranty apply equally to TPV rubber installations.

#### **3. INSTALLATION WARRANTY**

Jay's Synthetic Grass provides a 12-month installation warranty from the date of completion, applicable only where installation is carried out by JSG's team. This warranty covers:

- Defects resulting from improper installation.
- Delamination or separation from the base layer due to installation errors.
- Surface irregularities caused by faulty workmanship.

No installation warranty is provided where installation is carried out by third parties or the client.

#### **4. WARRANTY CONDITIONS & EXCLUSIONS**

This warranty does **not** cover damages or defects caused by:

- Improper use, misuse, abuse, or negligence.
- Failure to follow recommended maintenance procedures.

- Exposure to harsh chemicals, excessive water pooling, or high-impact activities beyond design specifications.
- Natural disasters, acts of God, vandalism, or unauthorized modifications.
- Normal wear and tear, including minor surface degradation due to environmental exposure.

## **5. WARRANTY CLAIMS**

To make a warranty claim, the customer must:

- Notify Jay's Synthetic Grass in writing within 14 days of discovering the defect.
- Provide proof of purchase and/or installation date.
- Allow Jay's Synthetic Grass or its representative to inspect the site and assess the issue.

## **6. REMEDIES**

If a valid claim is made within the warranty period, Jay's Synthetic Grass will, at its discretion:

- Repair or replace the defective material.
- Reinstall affected areas in accordance with industry standards.
- Provide an alternative solution of equivalent value if replacement is not feasible.

These remedies do not exclude or limit other rights and remedies provided under the ACL.

## **7. LIMITATION OF LIABILITY**

Jay's Synthetic Grass shall not be liable for indirect, incidental, or consequential damages arising from the use of the product. Total liability under this warranty shall not exceed the original purchase price for the product and/or installation, except where required by law under the ACL or other applicable WA legislation.

## **8. MAINTENANCE REQUIREMENTS**

To maintain the warranty, the customer must:

- Perform regular cleaning and maintenance as recommended by Jay's Synthetic Grass.
- This includes removing debris, gently rinsing the surface with water as needed, and ensuring water does not pool.
- Avoid using harsh chemicals or pressure washing that may damage the surface.
- Promptly repair minor damages to prevent further deterioration.

## **9. NON-TRANSFERABILITY**

This warranty is non-transferable and applies only to the original purchaser named on the invoice or contract. For further information, please contact Jay's Synthetic Grass at [info@jayssyntheticgrass.com.au](mailto:info@jayssyntheticgrass.com.au).

## **10. STATUTORY RIGHTS**

This warranty is provided in addition to your consumer guarantees under the Australian Consumer Law. Nothing in this warranty excludes or limits your statutory rights.