

JAYS SYNTHETIC GRASS LIMITED WARRANTY STATEMENT

WHAT IS COVERED:

Statutory Warranty

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Where you are not a “consumer” within the meaning of the Australian Consumer Law, the Statutory Warranty does not apply.

Nothing in this warranty is intended to exclude, restrict, or modify any consumer rights under the Australian Consumer Law. This warranty is in addition to, and does not limit, exclude, or modify any rights or remedies you may have under the Australian Consumer Law or other applicable laws.

Our Warranty

Under normal conditions and ordinary use, **Jay's Synthetic Grass ('JSG')** warrants its synthetic grass (except for products on clearance) for 10 years against:

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

The Warranty Period commences from the date of delivery. This warranty shall only cover JSG products used for normal domestic landscaping applications or any other application recommended by JSG.

JSG will replace or repair, at its sole discretion, the defective products or parts thereof. Replaced products become JSG's property.

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

WHAT IS NOT COVERED:

Jay's Synthetic Grass does NOT cover the following:

1. Non-JSG products;
2. Change of mind or customer error in choosing or cutting the product;
3. Normal wear and tear;
4. Any shrinkage of the product;
5. Defects or damage resulting from cutting, negligence, misuse or abuse;

JAYS SYNTHETIC GRASS PTY., LTD.

6. Defects or damage from vandalism;
7. Defects or damage caused by machinery (including and not limited to cars and other motor vehicles);
8. Defects or damage caused by animals;
9. Defects or damage from fire or chemical reaction;
10. Defects or damage resulting from natural disasters;
11. 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 magnified by glass, Colorbond fencing, or reflective surfaces.
14. Damage resulting from failure to maintain, protect or repair the product in accordance with JSG's care and maintenance instructions.
15. Faulty subsurface preparation or failures in the subsurface, such as: reticulation pipe which is installed less than 250 mm deep, collapsed soak wells, voids etc.;
16. Settling, drainage and other sub-base issues from work completed by others prior to synthetic grass installation;
17. Improper handling, installation, or repairs such as insufficient sub-base or unapproved infill materials eg: white washed sand etc.;
18. Damage from repair or attempted repair by anyone other than a Jay's Synthetic Grass installer;
19. Weed growth, seed germination, vegetation growth, moss, algae, fungi, mould, or organic matter occurring through, beneath, around, or on the synthetic grass. Such growth is a natural environmental condition and is not considered a defect in the product or installation.
20. Changes in surface appearance caused by normal settlement, compaction, movement of surrounding soils, tree roots, ground movement, or pre-existing site conditions beyond JSG's control.
21. Localised lifting, rippling, or movement of the synthetic grass resulting from insufficient maintenance, loss of infill, ground movement, animal activity, or external influences beyond JSG's control.
22. Damage caused by delay in rectifying a fault or defect not reported to JSG within 14 business days, or if the product is used against JSG's recommendation.
23. If payment has not been received in full for the products and/or services.

JAYS SYNTHETIC GRASS PTY., LTD.

HOW LONG DOES THIS COVERAGE LAST?

For purchases of products ONLY:

This warranty lasts for ten (10) years from the date of the original purchase.

For purchases of products AND installation of product:

This warranty lasts ten (10) years for the product and three (3) months for the service installation for residential clients and 1 year warranty for commercial projects unless otherwise stated.

WHO IS COVERED?

This limited warranty covers only the original purchaser of the product. The Warranty is non-transferable (i.e., it does not apply in cases of property title transfers)

HOW TO OBTAIN WARRANTY SERVICES?

To make a warranty claim, please contact Jay's Synthetic Grass:

Email: info@jayssyntheticgrass.com.au

Upon delivery, it is the Customer's responsibility to ensure all Goods conform to their specifications and requirements. No claims for defects or damage (suspected or confirmed) that are discoverable upon delivery or do not conform to the Customer's specifications and requirements will be accepted, unless submitted in writing within ninety (90) days after delivery.

For any fault, defect or damage suspected to have occurred during installation by JSG services, it must be reported 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.

For defects resulting from ultraviolet degradation, you have ten years from the date of receipt of the product to make a warranty claim.

All warranty claims must include:

- Your name, address and contact information;
- Proof of invoice from Jay's Synthetic Grass;
- At least 3 clear photos of areas for which the claim is being made; and
- Description of the problem.

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

The customer must pay the full price charged by Jay's Synthetic Grass for goods or services supplied, without any deductions or setoffs, upon delivery or performance. The customer is not entitled to

JAYS SYNTHETIC GRASS PTY., LTD.

withhold any payment to Jay's Synthetic Grass, even in cases of alleged default by Jay's Synthetic Grass under this warranty. This includes, but is not limited to, claims of faulty or defective goods, inadequate service standards, or delays in providing goods or services. However, this clause does not affect the customer's rights regarding any alleged failure of a guarantee under the Australian Consumer Law.

If any invoice for goods and services supplied remains unpaid, Jay's Synthetic Grass reserves the right to withhold warranty work until all overdue amounts are paid in full.

If you fail to notify us of your warranty claim and follow the requirement as outlined in this warranty, we are not obligated to investigate the claim or undertake any repairs or replacements.

WHAT WILL JAY'S SYNTHETIC GRASS DO?

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

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

Upon receiving a claim, Jay's Synthetic Grass will:

1. Contact you via email to discuss the claim;
2. Inspect the damage or defect if not resolved by email;
3. Notify you within 7 days if the claim is eligible for acceptance.

For purchase of product ONLY

If the Warranty claim is accepted, Jays Synthetic Grass will:

1. Take reasonable steps to rectify the defect in the Product, taking into consideration the age of the Product and the effects of normal wear and tear;
2. At its sole discretion, repair the Product, replace the affected area, supply replacement Product, or provide a refund or credit equivalent to the value of the affected Product;
3. Use new, refurbished or equivalent replacement products where available;
4. Bear the cost of the replacement Product only.

For purchase AND installation products:

If the warranty claim is accepted, Jays Synthetic Grass will:

1. Require reasonable access to the Product to undertake any warranty works;
2. Require the customer or their representative to be present during any warranty

JAYS SYNTHETIC GRASS PTY., LTD.

- works if reasonably required;
3. Repair or replace the affected area using similar or equivalent products available at the time of the claim;
 4. Supply replacement Product at no charge where the claim relates to a manufacturing defect covered by the warranty.

Where a warranty claim is accepted, Jay's Synthetic Grass will bear the cost of the replacement Product only. Unless otherwise agreed in writing, all labour costs associated with warranty works, including but not limited to removal, disposal, site preparation, freight, delivery, reinstallation, access equipment, travel and associated labour, shall be borne by and paid for by the customer.

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

Jays Synthetic Grass will not be liable for any costs or expenses you incurred in informing us of a warranty claim.

If we accept the warranty claim, all reasonable costs of investigating the claim will be borne by Jay's Synthetic Grass.

If we do not accept the warranty claim, you will be liable for all costs of investigating the claim. This includes our costs of inspecting the product, charged at our usual hourly rate of \$139/hr. + GST.

WHAT JAY'S SYNTHETIC GRASS WILL NOT DO

1. Jay's Synthetic Grass will not be liable to pay or reimburse you any amount relating to any loss or damage beyond the remedies provided under this warranty and any rights available under the Australian Consumer Law.
2. Jay's Synthetic Grass will not be liable for any indirect, consequential, incidental or economic loss including but not limited to loss of profit, loss of income, loss of wages, loss of business, loss of opportunity, loss of goodwill or loss of use arising from any defect, failure or deficiency in the Product or Services, except to the extent such liability cannot be excluded by law.
3. Subject to the Australian Consumer Law, Jay's Synthetic Grass's total liability shall not exceed the original purchase price of the defective Product.
4. No person, agent, contractor, reseller or third party is authorised to create any obligation, representation or liability on behalf of Jay's Synthetic Grass other than as expressly stated in this warranty.

JAYS SYNTHETIC GRASS PTY., LTD.

Nothing in this warranty excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law.

DISCLAIMER

As with any manufactured product, there may be colour variations between dye lots. No two batches will be identically the same. Jay's Synthetic Grass cannot be held responsible for any color shading differences. No person or party shall create any obligation or liability for Jay's Synthetic Grass beyond the guarantee expressed herein.

The Customer expressly agrees that use of the Products and Services is at the Customer's risk. To the full extent allowed by law, Jay's Synthetic Grass's liability for breach of any term implied into these terms by any law is excluded.

All information, specifications and samples provided by Jay's Synthetic Grass in relation to the Goods or Services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect the Customer's use of the Goods or Services will not entitle the Customer to reject the Goods upon delivery, or to make any claim in respect of them.

Any advice, recommendation, information, assistance or service given by Jay's Synthetic Grass in relation to Goods or Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. Jay's Synthetic Grass does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.