

It's all about rolling fun

PAVING INSTALLATION WORKMANSHIP WARRANTY

PLEASE READ THIS WARRANTY STATEMENT CAREFULLY BEFORE PURCHASING

1. WARRANTY COVERAGE

This warranty applies only to paving installation services carried out by **Jay's Synthetic Grass** ("JSG"). Unless expressly stated in the quotation or invoice, JSG does not supply or manufacture the pavers and does not provide a material or product warranty for customer-supplied pavers.

This warranty covers defects in installation workmanship under normal use for the purpose specified in the accepted quotation, including pedestrian or vehicle use where expressly approved by JSG, subject to the terms, conditions and exclusions set out below and the Australian Consumer Law (ACL).

The approved quotation, scope of works and site conditions recorded before installation form part of this warranty.

2. INSTALLATION WORKMANSHIP WARRANTY

JSG provides a 6-month installation workmanship warranty from the date the paving installation is completed and made available for its intended use, referred to in this warranty as "Practical Completion". This express warranty applies where the installation has been carried out by JSG and all amounts due under the relevant contract have been paid in full. Nothing in this condition limits any statutory right that cannot lawfully be excluded.

Subject to inspection and assessment by JSG, this warranty covers:

- Pavers becoming abnormally loose because of defective laying, bedding or compaction performed by JSG.
- Localised excessive settlement or unevenness directly caused by defective base preparation completed by JSG.
- Failure of edge restraints installed by JSG due to defective workmanship.
- Paver alignment, spacing, cutting or finished levels that materially differ from the accepted quotation, plan or agreed installation requirements because of defective workmanship.
- Surface falls formed by JSG that materially fail to direct water in accordance with the agreed scope, provided that the drainage design, discharge points and supporting site conditions were within JSG's scope of work.

Minor variations in joint width, level, alignment, cutting and appearance that are consistent with normal paving tolerances, the characteristics of the pavers, the existing site or the agreed design are not considered defects.

3. CUSTOMER-SUPPLIED PAVERS AND MATERIALS

The customer is responsible for selecting, purchasing and supplying pavers that are suitable for the intended location, loading and use unless the quotation expressly states otherwise.

JSG is entitled to rely on the product information, specifications and suitability advice provided by the customer, supplier or manufacturer.

JSG does not warrant customer-supplied pavers or accept responsibility for:

- Manufacturing defects, cracking, chipping, spalling, delamination or structural failure of the pavers.
- Colour, shade, texture, thickness, size or batch variations.

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- Efflorescence, fading, staining, discolouration or natural weathering.
- Pavers that are unsuitable for the intended application, including vehicle traffic, pool surrounds or high-load areas.
- Shortages, incorrect quantities, incorrect products or delays relating to customer-supplied materials.

Product-related claims must be made by the customer directly to the original supplier or manufacturer. The customer is responsible for inspecting the supplied pavers before installation and notifying JSG of any visible defect, incorrect product, shortage or unacceptable variation. Installation by JSG does not constitute acceptance of product quality on behalf of the customer, supplier or manufacturer.

Where warranty rectification requires pavers to be removed, JSG will take reasonable care. JSG does not guarantee that customer-supplied pavers can be removed and reused without breakage. Matching replacement pavers must be provided by the customer where breakage results from the nature, age, condition or fragility of the pavers rather than JSG's workmanship.

4. WARRANTY CONDITIONS AND EXCLUSIONS

This warranty does not cover damage, movement, variation or defects caused wholly or partly by:

- Structural movement, settlement, subsidence, collapse or instability of the ground, slab, retaining structure or supporting base, except to the extent directly caused by defective base preparation completed by JSG.
- An existing base, concrete slab, sand bed, drainage system, retaining edge or other work supplied, designed, prepared or approved by the customer or a third party.
- The customer instructing JSG to install over an existing base or surface that JSG has identified as unsuitable, or restricting the recommended preparation work.
- Poor drainage, water pooling, flooding, groundwater, leaking pipes, reticulation, soak wells, voids, underground services or other concealed site conditions not created by JSG.
- Tree roots, soil movement, erosion, ants, termites, pests, vegetation or organic growth.
- Movement or cracking at transitions between new work and existing paving, concrete, structures or independently moving surfaces.
- Vehicle traffic, machinery, point loading, heavy equipment or any loads that exceed the intended design, product rating or use expressly approved in the quotation.
- Impact, misuse, negligence, vandalism, fire, heat, chemicals, oil, grease, salt, pool chemicals, pressure washing or unsuitable cleaning products.
- Repairs, sealing, cleaning, alterations, excavation or other work performed by the customer or any third party after completion.
- Normal wear and tear, minor joint sand loss, weeds, moss, algae, staining, efflorescence, fading, weathering or routine maintenance requirements.
- Natural disasters, severe weather or other events beyond JSG's reasonable control.
- Failure to follow JSG's maintenance recommendations or failure to report an issue promptly, resulting in further damage.

Where JSG is engaged for installation only, any warranty issued by the paver manufacturer or supplier remains separate from this workmanship warranty.

5. WARRANTY CLAIMS

To make a warranty claim, the customer must:

- Notify JSG in writing within 14 days after discovering or reasonably becoming aware of the issue.
- Provide the invoice or quote number, site address, contact details, a description of the issue and clear photographs or video.
- Allow JSG or its representative reasonable access to inspect and assess the site before any repair, alteration or removal is undertaken.

- Take reasonable steps to prevent further damage while the claim is being assessed.

Unauthorised repairs, alterations or removal of the affected paving before JSG has inspected the issue may affect the claim where they prevent JSG from determining the cause or carrying out an appropriate remedy.

JSG will assess the information provided and, where required, arrange a site inspection. JSG aims to advise the customer of the assessment outcome within 7 business days after receiving all required information or completing the inspection.

6. REMEDIES

If a valid workmanship claim is accepted, JSG will, at its discretion and subject to the ACL:

- Rectify the defective installation workmanship.
- Re-lay or reinstall the affected section where reasonably practicable.
- Provide another reasonable remedy of equivalent value where the original rectification method is not practicable.

The remedy is limited to the affected area and does not include replacement of unaffected paving. JSG does not guarantee an exact match in colour, shade, texture or appearance where replacement pavers are required.

Any rectification work carried out under this warranty will remain covered only for the unexpired portion of the original 6-month workmanship warranty, unless otherwise required by law.

If inspection shows that the issue is outside this warranty, JSG may charge a reasonable inspection or call-out fee where this has been disclosed to and accepted by the customer before the inspection.

7. LIMITATION OF LIABILITY

To the extent permitted by law, JSG is not liable under this express warranty for indirect, incidental or consequential loss, loss of use, loss of income, business interruption or costs incurred by third parties. Nothing in this clause excludes or limits any right or remedy that cannot lawfully be excluded or limited under the ACL.

JSG's responsibility under this express warranty is limited to rectifying defective installation workmanship within JSG's contracted scope. JSG is not responsible for product defects in customer-supplied pavers or for work, design or site conditions outside JSG's scope.

8. MAINTENANCE REQUIREMENTS

To maintain the paved area and reduce avoidable movement or deterioration, the customer should:

- Keep the area clean and remove soil, leaves and organic debris regularly.
- Maintain jointing sand and arrange re-sanding when joints become depleted.
- Control weeds, ants and pests promptly using products suitable for the pavers.
- Keep drainage points clear and address leaks, pooling water or erosion promptly.
- Avoid pressure washing at close range or in a manner that removes jointing sand or damages the pavers.
- Avoid loads or vehicle use beyond the design and agreed purpose of the paved area.

Damage caused or worsened by inadequate maintenance is not covered by this warranty.

9. NON-TRANSFERABILITY

This express warranty is non-transferable and applies only to the original customer named on the JSG invoice or contract. For further assistance, contact Jay's Synthetic Grass at info@jayssyntheticgrass.com.au.

10. STATUTORY RIGHTS

This warranty is provided in addition to any consumer guarantees and other rights or remedies available under the Australian Consumer Law. Nothing in this document excludes, restricts or modifies any statutory right that cannot lawfully be excluded, restricted or modified.