

## Terms and Conditions

Essex Artificial Lawns Ltd (hereinafter referred to as "The Company") undertakes to install as per the written quotation and or Schedule of works artificial grass suitable for normal domestic garden use unless specifically stated otherwise, i.e Commercial Sports Surface, Play Area for Schools, but not including being driven on by vehicles and or motor cycles.

The company cannot guarantee an exact colour match to any samples shown at the point of sale, but guarantee all grass will be of the same batch number for each individual job.

The company reserve the right to exchange the grass for an equal or better product, should the product ordered be out of stock.

All products remains the property of the company until paid for in full.

Time shall not be the essence of the contract and The Company reserve the right to alter installation dates should they need to do so due to inclement weather and or delivery delays.

### I. Limited Warranty

The company, warrants to the person, firm or entity purchasing from the Company (hereinafter referred to as "the Purchaser"), that under normal conditions, The Companies products will sustain their UV stability and tensile strength during the applicable warranty period described in the Schedule between the Company and the Purchaser for the sale of artificial grass products. For purposes of this warranty, a product whose original tensile strength does not decrease by more than 5% will be judged to have sustained its tensile strength. All Products are covered by a 10 Year Warranty. The applicable warranty period begins on (i) the date of installation of the product, or (ii) the date that is 6 months after the date of the invoice for the product, whichever comes earlier. The warranty covers product only and not the groundwork. The company also do not take responsibility for third party installations.

### II. Remedy

The company will repair or replace, as deems necessary to correct any defect, the product which is determined by the company not complying with the above warranty. If replacement is deemed necessary, It will supply replacement product, and for the product which is determined by the company not complying with the above warranty, allowing the purchase price for the replacement product multiplied by a fraction, the numerator of which is the number of months remaining in the warranty period and the denominator of which is the total number of months in the warranty period. The Purchaser shall pay the portion of the purchase price for the replacement product not allowed by the company. The company shall neither be obligated to remove or dispose of the defective turf or install the new turf, nor be obligated to pay the cost for such removal, disposal or installation.

### III. Limitations on Coverage

This warranty is inapplicable (i) to products used for any purpose other than personal recreation or landscape purposes, (ii) to any damage caused during or on account of improper handling, storing, transportation, installation or repairs unless the improper conducts are committed by the company or its authorized agents, or (iii) to the extent that any defect or damage is caused by:

1. Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
2. Japanese Knot Weed, Bamboo, Mare's Tail, Tree Root Growth or any other horticultural external influence;
3. Wild animal damage including Badgers, Moles, Foxes and any other none domestic pet;
4. Damage from Dogs, Cats, Rabbits or any other domestic pet;
5. Reflection from Mirrors and/or glass onto the product;
6. Subsidence or Settlement caused by ground movement and/or tree roots;
7. Improper design or failure of the sub-base;
8. Drainage defects or deficiencies on the sub-base caused by but not exclusive to flooding.
9. Wear or abrasion caused by an inadequate sub-base;
10. Any harmful chemical reaction to the Product caused by infill materials;
11. Use of improper footwear or sports equipment;
12. The surface being used for the purpose other than that for which it was designed and installed;
13. Application of improper cleaning methods;
14. Use of cleaning chemicals, herbicides or pesticides;
15. Forces majeure or other conditions beyond the reasonable control of the company;
16. Post fibrillation after or during installation for purposes other than to get the infill materials in place;
17. Failure to properly maintain, protect or repair the Products.

**This warranty does not affect your statutory rights.**