

HEAVEN ON TURF

ABN: 85 283 497 442
(DVA Contracting)

Warranty Statement

Section A

1. Heaven On Turf warrants its synthetic turf (except for any clearance/off cut type) for 7 years for landscape turfs and 5 years for sport turf from date of supply against ultraviolet degradation of more than 50% during the Warranty Period due to a defect or fault with the Product.

2. This warranty only covers Heaven On turf Turf's products when used for normal landscaping applications, as recommended by the manufacturer.

3. This warranty covers only the original purchaser of the product and is not transferrable.

4. No additional warranties or modifications to this warranty can be affected by employees, distributors and agents of Heaven On Turf.

5. This warranty does not apply if any defect is caused by:

- a) Burns, cuts, accident, vandalism, abuse, negligence, misuse;
- b) Normal wear and tear;
- c) Improper design or failure of the sub-base;
- d) Wear or abrasion caused by an incorrect grade or level;
- e) Use of in-fill products of an incorrect grade or level;
- f) Use of inappropriate footwear or sports equipment;
- g) Use of incorrect chemicals, herbicides or pesticides;
- h) Use of incorrect cleaning methods
- i) Inspection of products before installation and cutting is the responsibility of the purchaser
- j) Shrinkage of synthetic turf is a natural by-product. Heaven On Turf recommends cutting and joining of the synthetic turf does not occur in temperatures above 30 degrees Celsius...
- k) During installation, joins of the synthetic turf must be pegged every 300mm around the perimeter of grass.
- l) During installation, sufficient sand infill must be used every square metre of synthetic turf.
- m) When Synthetic Turf is installed closer than 400mm of glass fencing and/or reflective surfaces, there is a risk that heat radiation can intensify causing burn damage & shrinkage to synthetic turf, If this occurs Heaven On Turf do not take responsibility for this.
- n) Products that have not purchased from Heaven On Turf.
- o) Change of mind or if you make an error in choosing or cutting the product;
- p) Any defects or damage caused by machinery (including but not limited to cars)
- q) Any defects or damage caused by animals;
- r) Any defects or damage by fire or a chemical reaction;

- s) Any defects or damage resulting from floods or any acts of God;
- t) Damage due to excessive heat, including the effects of the sun's energy;
- v) Damage resulting from failing to maintain the product in accordance with the maintenance instructions provided to the buyer;
- w) Faulty subsurface preparation or failures in the subsurface after installation;
- x) 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; Heaven On Turf are not responsible for any pipes, services, tree roots, plants or weeds that are part of the sub-base & below the 50mm base installed by their contractors that may cause interference over time. This especially refers to tree roots & weeds that may grow over time affecting the synthetic turf.
- y) Damage issues or incorrect installation of synthetic turf incurred during DIY installation
- Z) Damage caused by other parties or contractors after installation of the synthetic grass;

Damage as the result from repair or attempted repair by anyone other than an installer from Heaven On Turf.

Damage caused by 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 sued after we recommended that use be discontinued.

6. This also does not warrant that the product won't become obsolete at some point in the future

7. Heaven On Turf 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.

8. Heaven On Turf liability under the above, and under any other written warranty given by Heaven On Turf, and for any breach of term or condition as referred to above, shall be limited to either replacing or repairing the products – as agreed by Heaven On Turf. Labour is not covered under this warranty.

Section B

1. HOW LONG DOES THIS COVERAGE LAST?

This warranty lasts for 7 years from the date of original purchase.

2. HOW TO OBTAIN SERVICES?

Warranty claims must be made to Heaven On Turf in writing via email to

Email: heavenonturf@gmail.com

Warranty on defects resulting from ultraviolet degradation can be claimed within the eight years from the date of receipt of the product.

Other than that, any fault, defect or damage to the Product, or any suspected fault, defect or damage to the Product must be reported to us within 30 days of receipt of the Product.

All warranty claims must include a proof of purchase from Heaven On Turf 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.

3. WHAT WILL HEAVEN ON TURF DO ?

Heaven On Turf endeavours to handle all warranty claims promptly and professionally. Heaven On Turf will, at Heaven On Turfs total discretion, refund or deliver same type of grass at the size of the affected area which has been determined by Heaven On Turf to be non-compliant with the above warranty.

4. HEAVEN ON TURF WILL

- a. On receipt of a claim contact you by email or call to discuss the claim;
- b. Inspect damage or defect if not resolved by email;
- c. Notify you within 7 days if the claim is accepted or not;
- d. If Heaven On Turf does not accept your warranty claim and you wish to dispute Heaven On Turf decision then a letter of dispute must be sent to Heaven On Turf within 7 days of our letter giving details of why you are disputing the decision. Heaven On Turf will consider any additional information provided.
- e. Heaven On Turf will contact you again with in 7 days of a notice of dispute,
- f. A further written notice either confirming our initial determination or amending the initial determination will be given
- g. If Heaven On Turf does not receive a letter of dispute with-in 7 days then Heaven On Turf will assume there are not disputes and proceed as indicated.

5. If the Warranty claim is accepted Heaven On Turf:

- a. 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;
 - b. In its absolute discretion, may include deliver new or reconditioned product;
 - c. 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.

d. 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.

e. If we accept the Warranty claim, we will bear the costs of the Product only and you will be responsible for paying any labour costs associated with the repairing or replacing.

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 of \$50/hour

and this fee needs to be prepaid by you.

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. Heaven On Turf cannot be held responsible for any colour shading differences.

Section 3

WHAT HEAVEN ON TURF WILL NOT DO

1. Heaven On Turf will at no time, under any circumstances, give a cash refund.
2. Heaven On Turf 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. Heaven On Turf 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 Heaven On Turf and only the guarantee as expressed herein shall apply. **INSURANCE** We recommend that you inform your insurance company that the synthetic lawn has been installed on your property. Usually there is no additional premium and the cost of replacing the grass is then usually covered.