EASIGRASS™
Warranty, Guarantee & Quotation Terms and Conditions

Combined dealer document

SECTION 1 — MANUFACTURER WARRANTY

I. Limited Warranty

Easigrass Distribution Ltd (hereinafter referred to as "Easigrass™") warrants to the person, firm or entity purchasing Easigrass™ products (hereinafter referred to as "the Purchaser") that, under normal conditions of use, its artificial grass products will maintain their UV stability and tensile strength throughout the applicable warranty period specified in the agreement between Easigrass™ and the Purchaser.

For the purposes of this warranty, a product will be deemed to have maintained its tensile strength if its original tensile strength has not decreased by more than 50%.

All products are covered by an 8-year warranty. The warranty period commences on whichever of the following dates occurs first:

(i) The date of installation of the product; or

(ii) The date falling six months after the date of Easigrass™'s invoice for the product.

This warranty covers the artificial grass product only and excludes installation, groundwork, labour and any associated workmanship. Easigrass™ accepts no responsibility for installations carried out by third parties.

II. Limited Warranty

Easigrass™ will repair or replace, as we deem necessary to correct any defect within the product warranty. The credit will be calculated by multiplying the purchase price of the replacement product by a fraction, the numerator of which is the number of months remaining in the original warranty period and the denominator of which is the total number of months in the warranty period.

The Purchaser shall be responsible for paying any portion of the replacement product's purchase price not covered by this credit.

Easigrass™ shall not be obligated to remove or dispose of the defective turf, install the replacement turf, or cover any costs associated with its removal, disposal or installation.

III. Limitations on Coverage

This warranty does not apply:

(i) to products used for any purpose other than sports fields, courts or landscaping;

(ii) to any damage caused by or arising from improper handling, storage, transportation, installation or repairs, unless such improper conduct is carried out by Easigrass™ or its authorised 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 non-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 caused by ground movement and/or tree roots;

7. Improper design or failure of the sub-base of the sports field or court;

8. Drainage defects or deficiencies on the sub-base and/or its surrounding area;

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 playing surface being used for a 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 Easigrass;

16. Post fibrillation after or during installation for purposes other than to get the infill materials in place; or

17. Failure to properly maintain, protect or repair the Products.

All products are subject to normal wear and tear. In addition to the factors mentioned above, wear and tear depends on, without limitation, the intensity of use of the product. Normal intensity of use is considered to be 30-60 hours of use on average per week with the condition that each player has at least 125 square meters on the field. Easigrass™ does not warrant against normal wear and tear. Easigrass™ shall not be responsible for any warranty issued or made by the Purchaser to third parties, including, without limitation, any warranty made by the Purchaser with respect to the useful life of the products. The Purchaser should carefully read the latest versions of Easigrass™ product information materials, literature and recommendations on product maintenance and performance optimisation.

IV. Limitation of Liability

Easigrass™ entire liability for any defective product shall in no event exceed the purchase price for the defective products. Easigrass™ shall in no event be held liable, whether on the basis of contract or tort (including but not limited to negligence) or under any other legal theory (including, but not limited to, strict liability and/or equitable theory), for lost profits or revenues, loss of use or similar economic losses, or for indirect, special, incidental, consequential, punitive or similar damages arising from or in connection with the use, conditions, possession, performance, maintenance, nondelivery, or late delivery of the products, even if Easigrass™ has been notified of the possibility of such damages.

V. No Other Warranties

The warranty provided herein is the sole exclusive warranty with regard to Easigrass™ products and replaces any and all other warranties, whether oral or in writing, of any kind concerning Easigrass™ products. The remedies of repair and/or replacement provided in Article II hereof are the sole obligations of Easigrass™, and the sole remedies of the Purchaser, under this warranty. Except as expressly provided herein, Easigrass™ makes no statements or warranties of any kind or nature concerning any of its products, whether express or implied, including, but not limited to, any warranty of merchantability, fitness for any particular purpose, or non-infringement of third-party rights.

VI. Modifications

This warranty and Easigrass™ standard terms and conditions of sale are the complete, final and exclusive agreement of the parties with respect to the quality and performance of the Products and any and all warranties concerning the Products. No dealer, sales representative or similar person is authorised to grant warranties which are not covered by this warranty, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty. Any change, modification, or supplement to this warranty must be made in a written instrument signed by an authorised representative of Easigrass™.

VII. Waiver and Severability

Any failure or delay by Easigrass™ in exercising any right, power or remedy under this warranty shall not constitute a waiver of that right, power or remedy. The exercise of any right, power or remedy, whether in whole or in part, shall not prevent or restrict Easigrass™ from exercising that or any other right, power or remedy at a later time.

If any provision of this warranty, or any part thereof, is found by a competent court of law to be illegal, invalid or unenforceable, the remaining provisions and parts thereof shall remain in full force and effect and continue to constitute a binding agreement between the parties in respect of the subject matter of this warranty.

VIII. Assignment

Without Easigrass™ advance written consent, the Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty. This warranty is to benefit and be binding upon Easigrass™ and the Purchaser and their respective successors and authorised assigns. Claims under this warranty may only be made by the Purchaser and not by the Purchaser's sub-buyers or any other third parties.

IX. Notification of Claims

Claims under this warranty must be tendered in writing within 30 days after the discovery of the alleged defect, accompanied with proof of installation date, name of installation company, batch number, location of installation, product sample, sample of infill material(s) and a minimum of three clear pictures showing the problem, to:

Easigrass SA, 2 Surprise Road, Westmead, Pinetown, Durban, South Africa

SECTION 2 — MANUFACTURER GUARANTEE STATEMENT

Easigrass™ guarantees all its products, based on the following:

1.1 Damaged / Faulty Goods

The goods should be fully rolled out and inspected before use. Damaged, faulty or incorrect goods must be reported to us immediately, either by phone: 031 0201 094, or email: sales@easigrass.co.za. We will then make further arrangements with you to replace the goods. Do not use or fit the goods in any way as you will be liable for the costs and, if faulty, you will be liable for keeping the faulty goods. If you are arranging an independent fitter or, as the fitting company, you are ordering goods to install, we suggest that you do not schedule any installation work until a few days after receiving the delivery. This will enable you to check the goods and resolve any technical issues. Please take a moment to check the details on the sales ticket, to ensure the correct products have been ordered and that the delivery address and other details are as you requested. If you have a query about your order, or a general enquiry about the products and service we provide, please contact us on 031 0201 094.

1.2 Creases

Due to the molecular structure of the fabric, it does crease when rolled. Creases will fall out within three months of the installation or supply. The grass is not classed as faulty if delivered or installed with creases.

1.3 Product Guarantee

All grasses we supply and install in South Africa come with an 8-year manufacturer's guarantee. The grass is designed to match the effects of real grass. Continued usage in a particular area will cause it to curl and crush. In these instances, we recommend regular brushing.

1.4 Maintenance

Artificial Grass required for sports or heavy-duty activities should be sand filled to avoid the pile crushing. Our grasses can be installed with or without sand, but we recommend sand dressing. Although maintenance levels are low, we recommend the following: Brush regularly to clear off debris. Top up sand levels regularly. The grass itself rarely allows weeds to go through; however, airborne seeds can germinate on the grass so maintenance of the surrounding areas is important. If this occurs, a weed killer must be applied to the surface.

1.5 Colours

We send out the grass from the same batch to ensure there are no slight colour differences. Therefore, please be aware that if you want to add more grass to an area at a later date there may be a slight difference in colour.

SECTION 3 — DEALER QUOTATION TERMS AND CONDITIONS

Dealer particulars: The authorised Easigrass Dealer issuing the quotation, as identified on the quotation, invoice and/or order documentation (the “Dealer”).

This quotation and any subsequent sale and/or installation to you by the Dealer of the Easigrass products referred to in this quotation are subject to the Easigrass terms and conditions of sale found on the Easigrass website under the Terms and Conditions tab.

i. By notifying the Dealer of your acceptance of this quotation, you warrant and confirm having read and understood the Easigrass terms and conditions of sale stated within; and
ii. You agree to be bound by those Easigrass terms and conditions of sale. Although there is no need to repeat all of those terms and conditions in this quotation, we summarise some (but not all) of those Easigrass terms and conditions of sale below.

This summary does not include all of Easigrass™'s Terms and Conditions of Sale and does not release you from your obligation to confirm that you have read, understood and agreed to be bound by the full Terms and Conditions.

1. Access

The Client is to ensure that access is granted at the agreed time of day during the normal landscape business operation hours of the contractor. Should access be delayed for any reason, the Dealer will be entitled to charge for the extra time needed to complete the installation at the rate of 30% of the total labour charge per day.

The Client is to ensure that access is unimpeded and able to tolerate the movement of heavy machinery and materials.

2. Payment Terms

Payment terms are dealer-specific and will be set out in the quotation supplied to the Client. Unless otherwise agreed in writing, the following payment terms will apply:

Late payments will incur a levy of 5% per week until the outstanding amount has been paid in full. Any legal costs incurred in recovering outstanding payments shall be for the Client's account.

3. Ownership of Goods

All risk in and to the Easigrass products that are the subject of this quotation ("the Easigrass products") will pass to the Client upon delivery thereof to the Client; however, ownership in and to the Easigrass products shall remain vested in the Dealer until payment in full of all amounts specified in this quotation has been made by the Client to the Dealer. Should payment not be made in full, the Dealer will have the right to retake possession of the Easigrass products from the Client without prejudicing, and in addition to, all other rights and/or remedies that the Dealer may have against the Client in such circumstances.

The Client will allow unimpeded access to the Dealer to complete that removal. Should the Client subsequently pay the outstanding amount to the Dealer, the Dealer will be entitled to charge the Client for the reinstallation of the Easigrass products, which the Client will be obliged to pay in full prior to reinstallation.

4. Moles / Termites / Domestic Pet Damage

Moles, termites and domestic pet damages are not covered in our warranty. Although steps can be taken to mitigate these matters, they are out of our control and cannot be warrantied by Easigrass.

5. Cancellations / Notice Period / Schedule

Cancellations of orders for Easigrass products by the Client within 7 working days of the scheduled installation date will incur a 70% cancellation fee. Cancellations giving more than 7 working days in advance of the installation will incur a 10% cancellation fee.

Postponed Installations: We require 48 hours' notice to postpone a scheduled installation. If a scheduled installation is postponed without 48 hours' prior notice, a full day's rate charge of R4,500.00 ex VAT will be incurred by the Client.

Schedule: Although we make every effort to keep to our schedule, time is not of the essence in respect of the contract of sale of Easigrass™ products. Scheduled installation dates may therefore be subject to change, for example, due to weather conditions or to allow our teams to complete ongoing projects.

Please also note that your assigned Easi-Team needs to load all the required materials on the morning of your installation. As a result, the team may arrive at your property between 08:30 and 10:30. This is an estimated arrival window and may vary due to various factors, including, but not limited to, delays in loading materials and traffic conditions.

6. Notes to Consider

Easigrass is not responsible and/or liable for any damage, harm and/or interference caused by moles and their activities. Therefore, should you have a mole problem, we suggest that you get a pest control company beforehand to make sure the area is free of moles before your Easigrass installation.

We also suggest that you opt for our mesh mole barrier option as this can help prevent moles from trying to surface, although no guarantees can be given in this regard. We can assist with the prevention of moles, but Easigrass cannot be held liable for any damage, harm and/or interference caused by moles. Damage caused by moles can generally be repaired by re-compacting the area. Please ask the Dealer for experienced advice about this.
As much as Easigrass is pet-friendly, there might be a smell of pet urine. This is mainly due to abnormal dogs' diets or medication. This can be treated with our eco-friendly Easi-Pong product.

Although Easigrass is designed for the South African climate and is fire retardant, summer temperatures and exposure to extreme heat such as hot coals, glare from heat-reflective and/or energy-efficient glass, windows and/or mirrors could harm the product.

7. Warranties

Your Easigrass warranty is a pro-rata reducing warranty that is valid for the period stipulated in the Easigrass terms and conditions of sale (currently 8 years), for the specific range of artificial grass only, and is entirely dependent upon the Client attending to the proper use and maintenance of the Easigrass products in accordance with Easigrass guidelines. As mentioned above, your Easigrass warranty is a Pro-Rata Reducing Warranty.

As an example: if you purchased R5,000.00 worth of artificial grass with an 8-year warranty and, in year 4 of use, a warranty claim is awarded, you will receive R2,500 off the replacement cost for that specific grass.

Your warranty does not extend to the installation of the "layerworks, drainage base, foundation and edging". As it is an outdoor application, it is impossible for Easigrass and its appointed contractors to control natural factors occurring below the grass levels. Land is susceptible to shift, slide and water damage, which are matters out of our direct control. These can, however, be remedied by your appointed contractor at a fee.

Workmanship is guaranteed for a period of 12 months on joins, edges and putting greens. This is not applicable to sport surfaces for matters outside of our direct control.

8. Maintenance

Your Easigrass products require very low maintenance; however, they do need to be maintained in accordance with Easigrass guidelines in order to keep your warranty active. Easigrass is able to provide you with a maintenance program at an additional cost, or you may do your own maintenance and send proof of maintenance to Easigrass annually.

The basic required maintenance includes (but is not limited to) the Client ensuring that the turf comprising the Easigrass products has the specified amount of Easigrass Approved Silica Sand per m² installed annually or as needed when the level gets low. Additionally, amongst other things, the Client will need to brush the grass to keep the fibres up to prevent compaction.

An Easigrass Maintenance Manual can be provided by your local Easigrass Dealer on request.

9. Liabilities

Amongst other things, Easigrass will not be liable for any variation either for remedy or improvement to an area that was not quoted for, nor for a change of scope by the Client.

Sometimes this may not be apparent during the quoting stage. All plumbing/electrical pipes that are underground will need to be moved by the Client at the Client's cost prior to installation of the Easigrass products.

Should any change in scope impede the installation timelines, the Client will be liable for additional labour and/or rescheduling fees. These will be quoted separately and payment is required in full before commencement of the initial work is reinstated.

Easigrass is not liable for any damage caused to the property by the delivery of materials, which in some cases will include damage to natural grass, driveways, and access areas.

It is the Client's responsibility to ensure that:

• Where applicable, any plants, trees, roots, concrete, paving etc. are removed prior to installation of the Easigrass products.

• The location of any electrical conduits or cables, gas pipes, water pipes, waterproofing, post-tension cables, irrigation systems and/or any other items are shown to the installation team. Should these impede the installation, the Client is responsible for their removal.

Authorised Dealer Details

Dealer Name	
Physical / Postal Address	
Telephone	
Email	
Quotation / Invoice No.	