Synthetic Turf
Warranty Against Defects

10-Year Residential & Commercial Synthetic Grass Warranty

This document sets out the warranty Australis Grass provides for all synthetic grass it supplies, for both residential and commercial use. Please read it together with our Installation Guide and Care Guide, available at www.australisgrass.com.au, as correct installation and maintenance are conditions of this warranty. This warranty is given in addition to your rights under the Australian Consumer Law, which are set out in Section 12 and cannot be excluded.

1. Who Provides This Warranty

This warranty is provided by:

- Business: SWN Flooring Pty Ltd trading as Australis Grass
- ABN: 32 628 317 304
- Address: Unit 6/11 Packer Road, Baringa QLD 4551
- Telephone: 0468 700 902
- Email: wayne@australisgrass.com.au
- Website: www.australisgrass.com.au

2. What This Warranty Covers

Australis Grass warrants that all synthetic grass it supplies, whether for residential or commercial use, will be free from the following defects for ten (10) years from the date of supply, under normal use and where the grass has been correctly installed and maintained:

a) UV degradation: a loss of 50% or more of the original tensile strength of the grass fibres caused by ultraviolet light.

b) Excessive fading: significant or uneven colour loss caused by a failure of the product's UV stabilisers, beyond the gradual, even colour change expected over time.

c) Wear-through: the grass fibres wearing through to the backing under normal foot traffic.

d) Backing failure: separation (delamination) of the backing layers, or the backing cracking or breaking down.

e) Loss of tuft bind: tufts or fibres pulling out of the backing under normal use.

f) Other manufacturing defects: any other defect in materials or manufacture that causes the grass to fall short of its published specifications, beyond normal manufacturing tolerances.

This warranty applies to all synthetic grass supplied by Australis Grass, including landscape turf and putting green turf. It does not apply to any other product (see Section 8). Cover reduces on a sliding scale after the fifth year (see Section 4).

3. How Defects Are Assessed

Australis Grass will assess each claim by reviewing the information provided and, where needed, inspecting the installation or taking samples.

Where testing is needed, fibre strength, tuft bind or backing integrity will be tested by an independent laboratory using recognised industry test methods (for example, ASTM D2256 for fibre tensile strength and ASTM D1335 for tuft bind). Results will be compared with the product's original specification or with an unexposed sample of the same product.

Australis Grass pays for any testing it requires. If you ask for testing that Australis Grass does not consider necessary, you pay for it, and Australis Grass will reimburse that cost if the test confirms a defect covered by this warranty.

4. What We Will Do

If a claim is accepted, Australis Grass will, at its option, repair the affected area, supply replacement synthetic grass of the same or an equivalent product for the affected area, or refund part of the price paid for the affected area, in each case in line with the sliding scale below. Replacement grass may vary slightly in colour from the original because of normal batch variation.

Sliding scale. Australis Grass's contribution reduces with the age of the grass, based on when the claim is made:

When the claim is made	Australis Grass contribution
Years 1 to 5 after the date of supply	**100%**
Years 6 to 8 after the date of supply	**50%**
Years 9 and 10 after the date of supply	**25%**

For replacement grass, the percentage applies to the current price of replacement grass for the affected area, and you pay the balance before it is supplied. For a refund, the percentage applies to the price paid for the affected area. For a repair, the percentage applies to the cost of the repair.

This warranty covers the synthetic grass product only. It does not cover labour or other costs of removing, disposing of, installing or replacing turf. This is the remedy provided under this voluntary warranty and is separate from the remedies available to you under the Australian Consumer Law (see Section 12). The sliding scale applies to this voluntary warranty only and does not reduce your rights under the Australian Consumer Law.

5. Warranty Period & Reporting Defects

The warranty period is ten (10) years from the date of supply by Australis Grass. A defect must appear within that period for a claim to be made under this warranty.

Claims must be made within thirty (30) days of the defect first becoming apparent. Australis Grass may decline a claim to the extent that a late report has caused or worsened the damage.

Manufacturing faults, transit damage, shortages or other defects that can be seen on inspection must be reported within fourteen (14) days of receipt, and before the grass is cut or installed. Grass with a visible defect must not be installed. Australis Grass is not responsible under this warranty for the cost of installing, removing or reinstalling grass that was installed with a defect that was visible before installation.

These timeframes apply to this voluntary warranty only and do not limit your rights under the Australian Consumer Law.

6. Who Can Claim

This warranty is given to the **first end user** of the synthetic grass: the person or business that owned or occupied the property when the grass was first installed there.

- The first end user may claim directly, or through their installer.
- A claim made through an installer must name the first end user, and give their contact details and the address where the grass is installed.
- A landscaper, installer or other business that buys the grass to install for, or re-supply to, its own customer is not the end user. It may lodge a claim only on behalf of the first end user.
- This warranty is not transferable. It does not extend to any later owner or occupier of the property, or to a later owner of the business.

This section does not limit any rights a later owner may have under the Australian Consumer Law.

7. Conditions of This Warranty

For this warranty to apply, the synthetic grass must have been supplied by Australis Grass and must be installed and maintained correctly. In particular:

- The grass must be installed on a properly designed, drained and compacted sub-base in accordance with the Australis Grass Installation Guide, available at www.australisgrass.com.au.
- Turf joins must be secured with pegs at intervals of approximately 400mm to ensure stability and prevent movement.
- For installation on a concrete or other hard substrate, the turf must be properly adhered using an appropriate adhesive. The concrete must be moisture-tested before installation, and the result must be below 75% relative humidity (RH).
- Cutting and joining should not be carried out when ambient temperatures exceed 30°C, to minimise the risk of thermal shrinkage.
- The grass must be cleaned and maintained using methods consistent with the Australis Grass Care Guide, available at www.australisgrass.com.au.

8. What This Warranty Does Not Cover

This warranty does not cover the following. These exclusions apply to this voluntary warranty only and do not exclude, restrict or modify the consumer guarantees that apply under the Australian Consumer Law (see Section 12).

a) Damage from external factors: Burns, cuts, accidents, vandalism, abuse or negligence that cause damage to the turf.

b) Normal wear and tear: Gradual, even fading, matting or flattening of the turf fibres that is expected with regular use over time.

c) Sub-base issues: Damage resulting from improper design, installation or failure of the sub-base, including inadequate drainage or compaction that compromises the installation.

d) Abrasion: Wear or abrasion caused by an unsuitable sub-base, including surfaces that are too abrasive, too soft or uneven.

e) Shading, pooling and watermarking: A change in pile direction that alters the apparent colour as light reflects differently. This is normal. Severe cases (pooling or watermarking) can cause permanent pile reversal after installation, are usually confined to certain areas, and are not considered a manufacturing defect.

f) Infill products: Where infill is used, the use of infill materials that do not meet the recommended grade or specification. (Note: standard Australis Grass products are designed for non-infill installation.)

g) Footwear and equipment: Use of inappropriate footwear or equipment that exceeds the design limits of the turf, including spikes or cleats with sharp edges.

h) Incorrect cleaning methods: Damage caused by high-pressure washing, harsh detergents, or mechanical cleaning tools not designed for synthetic turf.

i) Thermal shrinkage: Shrinkage caused by thermal contraction, which is a natural characteristic of the product (see the cutting temperature condition in Section 7).

j) Proximity to glass or reflective surfaces: Damage caused by concentrated or magnified heat where the turf is installed near glass fencing, windows, glass balustrades, mirrors or other reflective surfaces. Precautions are advised in these locations.

k) Heat-magnifying objects: Localised heat damage caused by inflatable pool toys or other heat-magnifying objects left on the turf for extended periods.

l) Pets and animals: Damage caused by pets or other animals digging, chewing or scratching the turf.

m) Chemicals and fuels: Damage caused by chemicals, solvents, fuels, oils, fertilisers or herbicides spilled or applied on the turf.

n) Vehicles and heavy loads: Damage caused by vehicles, or by heavy or sharp-footed furniture, equipment or loads beyond normal foot traffic.

o) Events beyond our control: Damage caused by fire, flood, storm, falling objects or other events beyond the reasonable control of Australis Grass.

p) Other products: Green wall panels, geo fabric, pins, adhesives and other accessories, and any product sold as seconds or ‘as is’. These products are not covered by this warranty.

9. How to Make a Claim

To make a claim under this warranty:

- Stop using the affected area where continued use may worsen the issue, and contact Australis Grass within 30 days of the defect first becoming apparent.
- Provide the first end user’s name and contact details, and the address where the grass is installed.
- Provide proof of purchase showing the grass was supplied by Australis Grass (our invoice, or your installer’s invoice together with the Australis Grass invoice number) and the date of supply.
- Provide the product name, the installation date, the installer’s name and contact details, a description of the defect and clear photographs of the issue.
- Send your claim to Australis Grass at Unit 6/11 Packer Road, Baringa QLD 4551, by email to wayne@australisgrass.com.au, or by telephone on 0468 700 902.

Australis Grass will acknowledge your claim and contact you, or your installer, within 14 business days to arrange an inspection or ask for more information. We will advise the outcome in writing and, where the claim is accepted, arrange the remedy within a reasonable time.

10. Costs of Making a Claim

You are responsible for any expenses you incur in making a claim, such as providing access for inspection or returning samples. Australis Grass pays for any testing it requires (see Section 3). Where a claim is accepted, Australis Grass will reimburse reasonable, pre-agreed costs of returning the product. To claim back any such expense, please keep your receipts and submit them with your claim. This applies to this voluntary warranty; your separate rights to costs and compensation under the Australian Consumer Law are not affected.

11. Limitation of Liability

To the extent permitted by law, Australis Grass's liability under this voluntary warranty is limited to repairing the affected area, supplying replacement synthetic grass, or refunding part of the price paid for the affected area, at its option and in line with the sliding scale in Section 4. This warranty does not cover the labour costs of removing, installing or replacing the turf.

No employee, distributor, installer or agent of Australis Grass is authorised to modify, extend or add to this warranty. Any statement that deviates from these terms is not recognised by Australis Grass.

Nothing in this section limits, excludes or modifies the consumer guarantees, rights or remedies available to you under the Australian Consumer Law, which apply in addition to this warranty and cannot be excluded.

12. Your Rights Under the Australian Consumer Law

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.

The benefits given to you by this warranty are in addition to other rights and remedies available to you under the law in relation to the goods to which this warranty relates.

13. Changes to This Warranty

Australis Grass may modify these warranty terms at any time. Any changes will be communicated in writing and will apply to purchases made after the effective date of the revised terms. Changes do not affect the warranty terms or consumer law rights that applied to products already purchased.