Sale of Goods
Terms of Trade

Applies to all quotes, orders and supplies by Australis Grass

These terms apply to all goods and services supplied by SWN Flooring Pty Ltd trading as Australis Grass. Australis Grass supplies synthetic turf and related products only and does not carry out installation.

1. Who We Are and Definitions

1.1 In these terms, **"we", "us" and "Australis Grass"** means SWN Flooring Pty Ltd ABN 32 628 317 304 trading as Australis Grass, Unit 6/11 Packer Road, Baringa QLD 4551, phone 0468 700 902, email wayne@australisgrass.com.au.

1.2 **"You" and "the customer"** means the person, business or company that requests a quote from us, places an order with us, or receives goods or services from us. If you act for a company or business, you confirm you have authority to bind it.

1.3 **"Goods"** means synthetic turf, green wall panels, geo fabric, pins, accessories and any other products we supply. **"Services"** means delivery, cutting to length, product advice and any other services we provide.

1.4 **"Business customer"** means a customer who buys goods or services for the purposes of a business. **"Trade customer"** means a business customer that holds a trade account with us, or buys goods to install for or re-supply to its own customers. **"Consumer"** and **"Australian Consumer Law"** have the meanings given in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

1.5 If "you" is more than one person, such as partners, each of you is jointly and severally liable under these terms.

1.6 If you enter into these terms as trustee of a trust, you are liable both personally and as trustee, and you confirm that you have the power under the trust to do so.

2. When These Terms Apply

2.1 These terms apply to every quote, order and supply of goods or services by us, unless we agree otherwise in writing.

2.2 You accept these terms when you accept a quote, place an order, pay a deposit, or take delivery or collection of goods, whichever happens first.

2.3 If you have a trade account with us, the signed trade account application forms part of these terms. If the two conflict, the trade account application applies.

2.4 Any terms in your purchase order or other documents do not apply unless we agree to them in writing.

2.5 We may update these terms from time to time. The version published on our website when you place an order applies to that order.

2.6 You are responsible for orders placed, and goods collected, by your employees, contractors and anyone else you authorise to order or collect for you.

3. Quotes and Orders

3.1 Quotes are valid for 30 days unless they say otherwise, and are based on the measurements and information you give us.

3.2 An order is accepted only when we confirm it or supply the goods.

3.3 Turf is cut to the length you order. You are responsible for checking your measurements, roll widths and quantities before ordering.

3.4 Natural variation in colour and shade between production batches is normal and is not a defect. If matching an existing installation matters, tell us before ordering.

3.5 Product specifications such as pile height, weight and stitch rate are approximate and may vary within the manufacturer's tolerances. Photos and samples are a guide only.

3.6 Goods we order in especially for you, such as non-stock products, colours or roll sizes, cannot be cancelled once we have placed the order with our supplier, unless our supplier agrees to the cancellation.

3.7 We may ask for a deposit before ordering special-order goods. If you cancel a special order, we may keep from the deposit the reasonable costs we have already incurred, and will refund the rest.

4. Prices and GST

4.1 Prices include GST unless stated otherwise.

4.2 Delivery and other services are charged separately unless included in the quote.

4.3 We will issue a valid tax invoice for every taxable supply.

5. Payment

5.1 **Customers without a trade account** must pay in full before goods are collected or delivered, unless we agree otherwise in writing.

5.2 **Trade account customers** must pay each invoice within 7 days of the invoice date, or by any other due date we agree in writing.

5.3 Payment is by bank transfer to the account shown on our invoice, or by another method we accept. Please use the invoice number as your payment reference.

5.4 Payment is not complete until cleared funds reach our account.

5.5 If you dispute part of an invoice, you must tell us in writing within 7 days of the invoice date, explaining why. You must still pay the undisputed part by the due date.

5.6 If you are a business customer, you may not withhold or set off any amount you owe us against any claim you have against us, unless we agree in writing or a court or tribunal orders it.

5.7 We may approve, limit, suspend or close a trade account at our discretion, including if any payment is late.

5.8 You must tell us in writing within 7 days of any change to your business name, ABN, legal structure (for example, from sole trader to company), ownership or contact details. Until you do, you remain liable for all orders placed on your account.

6. Interest on Late Payments

6.1 If any amount is not paid by its due date, we may charge interest on the overdue amount at **10% per annum**, calculated daily from the due date until the amount is paid in full.

7. Late Payment and Debt Recovery

7.1 If any amount is overdue, we may do any or all of the following:

(a) suspend or stop supplying goods or services to you, including orders already accepted, until your account is paid in full;

(b) require payment in advance for future orders;

(c) make all other amounts you owe us immediately payable, even if not yet due;

(d) refer the debt to a debt collection agency or a lawyer;

(e) start proceedings in the Queensland Civil and Administrative Tribunal (QCAT) or a court.

7.2 You must pay the reasonable costs we incur in recovering an overdue amount, including reasonable debt collection agency fees and commission, reasonable legal costs, and filing, service and search fees.

7.3 Payments we receive while an amount is overdue will be applied first to recovery costs, then interest, then the oldest outstanding invoice.

7.4 Each of the following is an event of default:

(a) you do not pay any amount by its due date;

(b) you breach these terms in any other material way and do not fix the breach within 7 days of our written notice;

(c) you become insolvent or bankrupt, enter into an arrangement with your creditors, or an administrator, liquidator, receiver or controller is appointed to you or your assets;

(d) you stop trading, or sell or transfer your business;

(e) information you gave us in a trade account application was false or misleading.

7.5 If an event of default occurs, then to the extent the law allows, we may exercise any of our rights under clause 7.1, cancel any order not yet supplied, and close your trade account.

8. Credit Checks and Credit Reporting

8.1 If you apply for or hold a trade account, you consent to us obtaining information about your creditworthiness from a commercial credit reporting body, and to us exchanging information with other suppliers named in your application.

8.2 If your account is overdue, we may provide information about the overdue amount to a commercial credit reporting body. We will give you written notice before we do so.

8.3 We handle personal information in line with the Privacy Act 1988 (Cth) and our privacy policy at australisgrass.com.au/privacy-policy.

9. Collection, Delivery and Risk

9.1 Goods may be collected from our Baringa warehouse or delivered to the address you give us. Delivery times are estimates only.

9.2 You must make sure there is safe access for delivery and someone available to receive the goods. If delivery cannot be completed because of access or availability, we may charge a reasonable redelivery fee.

9.3 Risk of loss or damage passes to you when the goods are collected by you, or delivered to the address you gave us.

9.4 You must inspect the goods on collection or delivery, and before cutting or installing them. Tell us about any visible damage, faults, wrong product or shortfall as soon as possible, and in any case

within 14 days of receiving the goods. This does not affect your rights under the Australian Consumer Law.

9.5 If you ask us to leave goods at the delivery address when no one is there, risk passes when we leave them, and our delivery record is evidence of delivery.

9.6 If you arrange your own carrier, risk passes when the carrier collects the goods from us.

10. Ownership of Goods (Retention of Title)

10.1 Ownership of the goods stays with us until you have paid in full for those goods and all other amounts you owe us.

10.2 Until ownership passes, you hold the goods as our bailee and must:

(a) keep them separate and identifiable as our property where practical;

(b) keep them safe and insured; and

(c) not sell, dispose of or install them except in the ordinary course of your business.

10.3 If you sell or install the goods before paying us in full, you hold the proceeds you receive on trust for us, up to the amount you owe us.

10.4 If an amount is overdue, you allow us, on reasonable notice, to enter the place where uninstalled goods are kept to recover them. We will not remove goods that have been installed.

11. Personal Property Securities Act (PPSA)

11.1 These terms are a security agreement under the Personal Property Securities Act 2009 (Cth). You grant us a security interest, including a purchase money security interest, in all goods we supply to you now and in the future, and in their proceeds, to secure all amounts you owe us.

11.2 We may register our security interest on the Personal Property Securities Register. You must sign any documents and give us any information we reasonably need to do so.

11.3 You must tell us in writing at least 7 days before you change your name, ABN or business address.

11.4 For business customers, to the extent the law allows, you waive your right to receive a verification statement under section 157 of the PPSA, and agree that sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply.

12. Your Rights Under the Australian Consumer Law

12.1 **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.

12.2 Nothing in these terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law or any other law that cannot be excluded.

13. 10-Year Synthetic Turf Warranty

13.1 All synthetic grass we supply, for residential or commercial use, comes with a 10-year warranty against defects, running from the date of supply, with cover reducing on a sliding scale after year 5 (100% for years 1 to 5, 50% for years 6 to 8 and 25% for years 9 and 10). It covers UV degradation, excessive fading, wear-through, backing failure, loss of tuft bind and other manufacturing defects. The warranty covers the synthetic grass product only.

13.2 The warranty does not cover:

(a) green wall panels, geo fabric, pins, adhesives or other accessories;

(b) labour or any other cost of removing, installing or replacing turf; or

(c) anything excluded in our Synthetic Turf Warranty Against Defects.

13.3 The warranty applies only where the turf has been installed and maintained in line with the conditions in our Synthetic Turf Warranty Against Defects.

13.4 The full warranty terms, including conditions, exclusions and how to make a claim, are set out in our **Synthetic Turf Warranty Against Defects**, available on our website and on request. If these terms and that document differ about the warranty, the warranty document applies.

13.5 The warranty is in addition to your rights under the Australian Consumer Law described in clause 12.

13.6 The warranty is given only 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. An installer may lodge a claim on the first end user's behalf. The warranty is not transferable to later owners or occupiers of the property or business.

14. Cancellations and Returns

14.1 You may cancel an order in writing before the goods are cut, collected or delivered. Once turf is cut to length, the order cannot be cancelled except where we are required to accept the cancellation under the Australian Consumer Law.

14.2 We do not accept returns for change of mind, including where turf has been cut to your measurements.

14.3 If we agree to accept a change-of-mind return of uncut, unused goods in their original condition, a restocking fee of up to 20% of the price may apply, and you must return the goods at your cost.

14.4 This clause does not affect your rights under clause 12.

15. Limitation of Liability

15.1 **Consumers.** If you are a consumer and the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a consumer guarantee (other than a guarantee under sections 51 to 53 of the Australian Consumer Law) is limited, at our option, to:

(a) for goods: replacing or repairing the goods, supplying equivalent goods, or paying the cost of replacing, repairing or acquiring equivalent goods; or

(b) for services: supplying the services again, or paying the cost of having them supplied again.

This limit does not apply if it would not be fair or reasonable for us to rely on it.

15.2 **Business customers who are not consumers.** If you are not a consumer, for example because you buy goods to install for or re-supply to your own customers, then to the extent the law allows:

(a) all terms, conditions and warranties implied by law, including under the Sale of Goods Act 1896 (Qld), are excluded, except the warranty in clause 13; and

(b) our total liability for any claim relating to goods or services is limited to the price you paid for those goods or services.

15.3 To the extent the law allows, we are not liable to business customers for any indirect or consequential loss, including loss of profit, revenue or business opportunity.

15.4 Nothing in this clause 15 excludes or limits any liability that cannot lawfully be excluded or limited.

16. Installation and Use

16.1 We supply goods only. We do not install, and we are not responsible for installation work carried out by you or anyone you engage.

16.2 Any advice we give about product selection, quantities or installation is general guidance only, given in good faith. You and your installer are responsible for the installation method and for checking that the product suits your site. This does not affect your rights under the Australian Consumer Law.

16.3 To keep the benefit of our warranty, the turf must be installed and maintained in line with the conditions in our Synthetic Turf Warranty Against Defects. These include sub-base preparation, joining and pinning, adhesive and moisture testing on concrete, and not cutting or joining in temperatures above 30°C.

16.4 Before ordering, consider site risks such as reflective glass, glass pool fences and high heat. We can supply samples to test in the area.

16.5 Synthetic turf can become hot in direct sun. Take care with children, pets and bare feet on hot days.

16.6 If you are a trade customer and install our goods for your own customers, you:

(a) are responsible for the installation and for any representations you make about the goods;

(b) must pass our care instructions and warranty terms on to your customer; and

(c) must not give any warranty or make any representation about our goods on our behalf beyond what we have published.

16.7 You indemnify us against any claim by your customer to the extent it arises from your installation, workmanship, negligence or breach of these terms.

17. Disputes

17.1 If a dispute arises, either party may give the other written notice of it. Both parties will try in good faith to resolve it within 14 days of the notice.

17.2 If the dispute is not resolved, either party may refer it to QCAT or a court. Nothing in this clause stops either party seeking urgent relief, or stops us recovering an undisputed debt.

17.3 Nothing in these terms limits any rights either party has under the Building Industry Fairness (Security of Payment) Act 2017 (Qld).

18. Privacy

18.1 We collect and use your personal information to supply goods and services, manage your account, recover debts and comply with the law, as set out in our privacy policy at australisgrass.com.au/privacy-policy.

18.2 If you send us photos of your installation, we may use them in our marketing. We will not publish your name, address or other personal details without your consent. Tell us in writing if you do not want your photos used.

19. General

19.1 **Governing law.** These terms are governed by the laws of Queensland. Each party submits to the jurisdiction of the courts and tribunals of Queensland.

19.2 **Entire agreement.** These terms, together with our quote, invoice, warranty document and any trade account application, are the entire agreement between us for each supply.

19.3 **Severance.** If any part of these terms is invalid or unenforceable, it is read down or removed, and the rest of these terms continue to apply.

19.4 **No waiver.** If we do not enforce a right straight away, we may still enforce it later.

19.5 **Notices.** Notices must be in writing and may be sent by email to the address last notified by the other party.

19.6 **Delays beyond our control.** We are not liable for delays or failures caused by events beyond our reasonable control, such as supplier delays, severe weather or transport disruption.

19.7 **Assignment.** We may assign or transfer our rights under these terms, including our right to be paid, for example to a debt collector or financier. You may not assign or transfer your rights or obligations without our written consent.

19.8 **Electronic communications.** You agree to receive quotes, invoices, statements and notices by email. An order or acceptance given by email, text message or electronic signature is binding.

19.9 **Interpretation.** Headings are for convenience only. The word “including” does not limit what comes before it. A reference to a law includes that law as amended or replaced.

19.10 **Survival.** Clauses 5 to 8, 10, 11, 13, 15 and 17 continue to apply after goods are supplied, after an order is cancelled and after a trade account is closed.

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