



# Summer Cool 30 & HD

## Warranty Information

### **Statutory Guarantees:**

All Seasons Synthetic Turf acknowledges that nothing in this Manufacturer's Warranty shall be interpreted as excluding or restricting certain statutory guarantees and warranties that cannot be excluded under the Australian Consumer Law and shall be read subject to the provisions of the Competition and Consumer Act 2010 (Cth) (**Statutory Guarantees**). 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. For non-major failures, All Seasons Synthetic Turf reserves all of its options.

The warranty set out in this document is additional to any applicable Statutory Guarantees.

### **Limitation of Liability**

To the extent permitted by law, All Seasons Synthetic Turf will not be liable for indirect loss or damage that is not reasonable foreseeable loss or damage from a failure in the goods. In relation to any defect for goods covered by section 64A of the Australian Consumer Law, All Seasons Synthetic Turf reserves all of its options.

### **Manufacturer's Warranty**

In addition to any applicable Statutory Guarantees, All Seasons Synthetic Turf also warrants the Summer Cool 30 & HD surface product (Product) against premature UV degradation and loss of colour and provides a warranty to the purchaser to this effect, subject to the limitations and exclusions of this warranty document for the period set out below (Manufacturer's Warranty).

As a reseller of the Product, the purchaser agrees to assist All Seasons Synthetic Turf in complying with its obligations to end consumers, pursuant to the terms of sale agreement between the purchaser and All Seasons Synthetic Turf. The purchaser can only make a warranty claim for the Manufacturer's Warranty if they have registered their Product and are the original purchaser of the Product. All Seasons Synthetic Turf recommends that the purchaser retain its receipt for reference.



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The Manufacturer's Warranty is valid for a period of fifteen (15) years commencing as from the Purchase Date, being the date the Product was purchased by the purchaser. For the avoidance of doubt, the Purchase Date and the Installation Date have different meanings.

When a Manufacturer's Warranty claim is valid, and none of the exclusions as set out in this warranty document apply and it is not a major failure or defect covered by a Statutory Guarantee, All Seasons Synthetic Turf will, at its own election:

1. supply a replacement product (but not install or repair such product) free of charge in the same quantity as purchased; or
2. pay for the cost of supplying the replacement product (but not for installation or repairing) on the following sliding scale:

- (a) 100% of the replacement cost if the Manufacturer's Warranty claim is made in four (4) years from the Purchase Date; or
- (b) 50% of the replacement cost after four (4) years but before seven (7) years from the Purchase Date; or
- (c) 25% of the replacement cost after seven (7) years but before fifteen (15) years from the Purchase Date.

Insofar as the Manufacturer's Warranty is a consumer claim, where All Seasons Synthetic Turf elects to supply a replacement product, then it also agrees to arrange and pay for the reasonable costs to deliver and install the replacement product and the purchaser agrees to support All Seasons Synthetic Turf in meeting its obligations of delivery and installation in accordance with the All Seasons Synthetic Turf Terms of Sale. Exclusions All Seasons Synthetic Turf will only replace or pay for the above costs in regards to the Product defect itself and is not responsible for paying any installation (but for consumer claims where a replacement product is provided), repair, damage, site dumping, travel transport, freight costs (beyond the costs for delivery of the replacement product for consumer claims), including the removal and disposal of the original Product.

This Manufacturer's Warranty also does not cover:

- damage caused by failure of sub-base, improper design, vandalism and neglect from the date of installation as per the terms and conditions of the yarn producer's warranty but not more than specifically retaining light fastness at 7 or greater (out of 8) on the blue wool scale;
- damage resulting from use that does not follow the care and maintenance conditions;
- damage caused by a sub-base which is not a suitable standard and is causing or contributing to material wear or abrasion;
- damage resulting from cleaning and maintenance which is not in accordance or compliance with the All Seasons Synthetic Turf cleaning maintenance procedure;
- damage resulting from use of the Product for which it is not designed or installed;



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- damage resulting from normal wear and tear, negligent, wilful misconduct or malicious or improper use;
- damage (pile shrinkage, UV degradation, and/or discolouration) caused by reflective or radiant sunlight concentration.;
- damage caused by installation or use contrary to any installation specifications;
- damage caused by use of any unapproved chemical
- use or any failure or defect of structures upon which the Product has been applied;
- the surface being exposed to unusual or extreme environmental conditions;
- heavy items or vehicles moving over or being placed directly on the surface of the Product;
- acts of God, lightning or natural disasters.


### Claiming the Manufacturer's Warranty

To the extent permitted by law, the purchaser herewith waives any and all manufacturer's warranty claims unless same are made in writing to All Seasons Synthetic Turf, 26 Bakewell Drive, Port Kennedy, WA 6172 and received within thirty (30) days after purchaser becomes aware of the matter giving rise to the claim. The purchaser must use its best endeavours to cease using the Product when defect is known.

If at any time during the Manufacturer's Warranty period the purchaser feels he/she has a valid Manufacturer's Warranty claim, and notifies their installer or All Seasons Synthetic Turf in writing, an All Seasons Synthetic Turf representative will be delegated, within 14 days of the notification from the purchaser, for a joint inspection to determine whether it is a defect of the Product or installation of the Product. The claim will be assessed on a case-by-case basis and if it is agreed as valid defect of the Product, then All Seasons Synthetic Turf will carry out the replacement or pay the relevant costs within a period of 30 days. Our technical and sales staff will be available at all times to advise on the care and maintenance of the Product should any need arise.

### Contact

 1300 931 443

 [info@asst.net.au](mailto:info@asst.net.au)

 [www.allseasonssyntheticurf.com.au](http://www.allseasonssyntheticurf.com.au)