GRASSify™
THE HOME OF LUXURY ARTIFICIAL GRASS

# Terms & Conditions

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# 1. Definitions And Interpretation

1.0 Definitions And Interpretation:
1.1 The following terms as used herein shall have the meaning as stated:

“Company” means GRASSify Artificial Grass;

“Conditions” means these conditions of supply;

“Confidential information” means any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential or the information could reasonably be supposed to be confidential;

“Contract” means any contract between the company and the customer for the supply of any goods and/or services, incorporating these conditions;

“Customer” means any person, firm, company or other organisation who is the addressee of the company’s quotation or acceptance of order issued by the company and shall include any successor-in-title of the customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the customer;

“Delivery point” means the place where delivery of any goods is to take place under clause 5;

“Goods” means any goods or materials agreed in the contract to be supplied by the company to the customer (including any part or parts of them), including any goods agreed to be supplied with, or in relation to, any services; “input material” means any documents, plans, drawings, designs or other materials, and any data or other information provided by the customer to the company relating to the goods and/or services;

“Intellectual property rights” means any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

“Output material” means any documents, plans, drawings, designs or other materials, and any data or other information provided by the company to the customer relating to the goods and/or services;
“Services” means any services agreed in the contract to be performed by the company for the customer (including any part or parts of them) including any

# 1. Definitions And Interpretation

installation works to be undertaken in relation to any goods; “site” means the premises at which the delivery of any goods and/or the performance of any services shall take place, including the customer’s place of business;

“Supplies” means the goods and/or the services, depending on the context. “Working hours” means between 09.00 and 17.00 on Monday to Friday inclusive, excluding any public or bank holidays.

1.2 A reference to a clause is to a clause of these conditions. clause headings shall not affect the interpretation of these conditions.

1.3 Any reference to “parties” means the parties to the contract and “party” shall be construed accordingly.

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 Words in the singular include the plural and in the plural include the singular.

# 2. Application of conditions and description of goods and services

2.0 Application of conditions and description of goods and services:

2.1 All quotations are made and all orders are accepted by the company subject only to these conditions, which shall prevail notwithstanding any other terms and conditions which the customer shall bring to the company's notice.

2.2 Any quotation is given on the basis that no contract shall come into existence until the company accepts the customer's order in accordance with the provisions of clause 2.3. any quotation is valid for a period of 30 days only from its date, provided that the company has not previously withdrawn it.

2.3 The placing of an order following any quotation or other indication of price and delivery shall not be binding on the company unless and until accepted by the company in writing.

2.4 The customer shall ensure that the terms of its order and any input material and/or any applicable specification are complete and accurate.

2.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the company shall be subject to correction without any liability on the part of the company.

2.6 No order of the customer may be cancelled, varied, altered or deferred by the customer, except with the agreement in writing of the company and on terms that the customer shall indemnify the company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the company as a result of such cancellation, variation, alteration or deferment.

2.7 The company reserves the right to charge the customer for any output material provided to the customer.

2.8 Any surplus fittings or materials shall remain the property of the company and shall be returned to it.

2.9 The quantity and description of any goods and/or services shall be as set out in the company's quotation or written acceptance of order.

2.10 All samples, descriptive matter, specifications and advertising issued by the company and any descriptions, illustrations, drawings, photographs or displays (including those relating to colours, materials, finishes, weights, sizes and dimensions), published in the company's catalogues or brochures or on the

# 2. Application of conditions and description of goods and services

company's website are issued or published for the sole purpose of giving an approximate idea of the goods and services described. they shall not form part of the contract and this is not a sale by sample.

2.11 The specification for the goods shall be based upon standard contract specification, unless varied expressly in the customer's order and accepted by the company.

2.12 Unless otherwise agreed in advance by the company in writing, the customer shall be solely responsible for determining the accuracy of any measurements which may be required to be furnished to the company in relation to the supply of any goods.

2.13 The customer will be liable for any additional costs, charges or expenses which arise from any conditions at the site being at variance with any conditions since our visit or else notified to the company.

2.14 The company has no obligation to accept any variation to the contract requested by the customer, whether by addition, substitution or omission (or, without limitation, to the goods/and or services to be provided under the contract) and no such request shall be deemed to be accepted in the absence of the company's written agreement to the variation.

2.15 If any goods are to be manufactured, ordered, designed, built, configured, altered, adapted, or subjected to any process by or on behalf of the company for the customer and/or any services are to be performed by the company, in each case in accordance with any input material or specification submitted by the customer, the customer shall hold the company harmless and shall fully indemnify the company against any and all loss, damage, costs and expenses awarded against or incurred by the company in connection with, or paid or agreed to be paid by, the company, in settlement of any claim for infringement of any intellectual property rights of any other person resulting from the company's use of any input material or specification so submitted.

2.16 The customer shall ensure that any specification submitted by the customer does not contravene any applicable safety or other statutory or regulatory requirement.

2.17 Without prejudice to the provisions of clause 2.6, clauses 2.18–2.23 shall apply if and only if the customer enters into a contract with the company as a consumer – that is, as an individual acting outside the customer's trade, business, craft or profession – where the contract is a distance contract or off-premises contract within the meaning of the consumer contracts (information, cancellation and additional charges) regulations 2013 (the `regulations').

# 2. Application of conditions and description of goods and services

2.18 Under the regulations, the customer may cancel a contract for the purchase of goods (without giving any reason for cancellation) at any time within the period:
(a) Beginning upon the submission of the customer's order; and
(b) Ending at the end of 14 days after the day on which the goods come into the customer's physical possession or the physical possession of a person identified by the customer to take possession of them (or, if the contract is for delivery of multiple goods, lots or pieces of something, 14 days after the day on which the last of those goods, lots or pieces comes into the customer's physical possession or the physical possession of a person identified by the customer to take possession of them).

2.19 The cancellation right described in clause 2.18 does not apply to any non-stock goods, nor in respect of any goods which are bespoke, made-to-order, personalised, customised, made to the customer's specification or specially ordered. the cancellation right described in clause 2.18 also does not apply where the customer or anybody other than the company has installed the goods before the customer exercises the right to cancel.

2.20 In order to cancel a contract on the basis described in clause 2.18, the customer must inform the company of the customer's decision to cancel. the customer may inform the company by means of any clear statement setting out the decision. to meet the cancellation deadline, it is sufficient for the customer to send the customer's communication concerning the exercise of the right to cancel before the cancellation period has expired.

2.21 The customer must arrange for the goods to be returned to the company. the customer must comply with the customer's obligations referred to in this clause

2.21 without undue delay and in any event not later than 14 days after the day on which the customer informs the company of the customer's decision to cancel the contract. the customer must pay the direct cost of returning the goods and the cost of removing the goods from the customer's property shall be for the customer's sole account.

2.22 If the customer cancels a contract on the basis described in clause 2.18, the customer will receive a full refund of the amount the customer paid to the company in respect of the order, including the cost of delivery to the customer less any costs incurred by the company including cancellation fees.

2.23 However, where the company is to supply and install goods for the customer, the customer agrees that the installation of the goods may commence before the expiry of the period referred to in clause 2.18 and the customer acknowledges that if the installation of the goods does begin before the end of the period referred to in clause 2.18, then the customer wilt lose the right to cancel referred to in clause 2.18.

# 3. Obligations Of The Customer

3.1 Where the company has agreed in the contract to undertake installation works for the customer then the customer shall, at its sole cost:

(a) Be responsible for preparing and maintaining the site for the performance of the services and for reinstating the site and undertaking any required making good and clean-up work once performance of the services has been completed;

(b) Ensure that conditions at the site are suitable for the performance of the services and that any relevant thing required to perform the services thereon is made available to the company and is in good working order (for the avoidance of doubt, the company shall not be required to undertake any survey of the site although the company may opt to do so);

(c) If requested to do so by the company and without charge, provide facilities at the site for the off-loading and storage of the goods and the company's tools and equipment in a readily accessible and secure storage area protected from theft and damage and shall be solely responsible for the safekeeping of the goods and the company's tools and equipment whilst the same are stored at the site;

(d) Take all steps to ensure the health and safety of the personnel of the company whilst they are in attendance at the site in connection with the performance of the services and be solely responsible for ensuring the safety of any and all persons who are or may be present at the site during the performance of the services, including restricting access to the site to those individuals engaged in performing the services, or providing assistance to those so engaged;

(e) Provide prompt and unobstructed access to and egress from the site;

(f) Inform the company of any unusual layout, composition or construction of the site and report any unusual conditions or obstacles to the performance of the services at the site to the company;

(g) Notify the company of any special properties of, or requirements of the customer in relation to, any surfaces, fixtures or fittings at the site, as the company shall not in any event be held liable for any damage resulting directly or indirectly from the installation of any goods to the customer's property, including damage caused by the drilling of concrete, brick, stone or other surfaces, fixtures or fittings, or from the removal of fixtures and fittings whether obsolete or not, or for damage to any porous or any other materials, nor shall the company be held liable for any damage to the customer's property resulting directly or indirectly from the delivery of the goods to, or the performance of any services at, the site;

(h) Ensure that any materials and/or surfaces upon which the services are to

# 3. Obligations Of The Customer

be performed comply with any tolerances required by the company and are of adequate strength to withstand any work undertaken on them by the company;

(i) At all times during the performance of the services ensure, insofar as it is reasonably practicable to do so, that other operations are not undertaken at the site, so as to ensure that the services can be performed in one continuous, uninterrupted operation during working hours;

(j) Be responsible (other than for statutory obligations placed solely on the company) for obtaining all consents, permissions, easements and licenses necessary for the performance of the services in accordance with these conditions and for complying with all statutes and orders, regulations and by-laws which are applicable at any time to the services;

(k) Provide the company with all information, co-operation and support that may be required to enable the company to carry out its obligations to the customer;

(i) Ensure that all input material is provided to the company in any format prescribed by the company; and (m) if requested to do so by the company, effect and maintain appropriate and adequate insurance at the site on an all risks basis.

3.2 Any additional costs caused by any delay in the performance of the services or any interruption or suspension of performance of the services caused by any condition, problem or hazard at the site, or otherwise arising for reasons beyond the control of the company, shall be treated as a variation to the customer's original order, the customer shall be liable for any such additional costs and an appropriate extension of time for completion of the services shall be agreed in respect of any such variation.

3.3 The company shall not be responsible for the removal of existing surface materials or coverings unless otherwise confirmed in the company's written acceptance of order.

3.4 The company shall not be responsible for loss or damage to items left at the site by the customer which the customer could have removed or secured.

3.5 The company shall not be liable for any loss or damage due to unsatisfactory workmanship undertaken by any other party.

3.6 Where the services involve structural work, the company recommends that professional advice is sought by the customer from a structural engineer before any services are undertaken and the cost of doing so shall be for the customer's sole account. the company shall not be responsible for any failure by the customer to seek appropriate professional advice as aforesaid or be responsible for any liability, costs, charges or expenses associated therewith.

# 3. Obligations Of The Customer

3.7 The customer shall not, without the prior written consent of the company, whether acting on the customer's own account, on behalf of, or with any other person (including any person which the customer directs to act on its behalf), at any time from the date of first provision of the services to the expiry of 6 months after the last date of supply of the services, solicit or entice away from the company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the company in the provision of the services.

3.8 Any consent given by the company in accordance with clause 3,7 shall be subject to the customer paying to the company a sum equivalent to 15 % of the then current annual remuneration of the company's employee, consultant or subcontractor.

3.9 The customer undertakes that it will comply with and will procure that its employees, customers and every other person working with or using the goods shall comply in full with the instructions and recommendations made in any manual or handbook or instructions provided by the company or other manufacturer of the goods. the customer warrants that there will be full compliance with all other instructions given in connection with the use or maintenance of the goods and that the goods will be used and maintained at all times without risk to health and safety.

# 4. Price

4.0 Price:

4.1 Prices for the supplies, howsoever given, are based on conditions ruling on the date of their giving and are subject to change. the effective price for the supplies shall be the price confirmed by the company in its written notification of acceptance of the customer's order issued pursuant to clause 2.3.

4.2 The company reserves the right, by giving notice to the customer at any time before delivery or provision of the supplies, to increase the price of the supplies to reflect any increase in the cost to the company which is due to any factor beyond the control of the company (such as any foreign exchange fluctuation, currency regulation, alteration of duties, any increase in the costs of labour, materials or other costs of manufacture), or any matter attributable to the customer, including any change in delivery dates, quantities or specifications for the supplies which is requested by the customer, or any delay caused by any instructions of the customer or failure of the customer to give the company adequate, accurate or complete information or instructions.

4.3 Unless otherwise stated, the price quoted will be exclusive of value added tax which will be charged at the rate which is applicable at the date of dispatch of the goods or commencement of performance of the services.

4.4 Unless otherwise agreed in writing between the customer and the company, all prices for the supply of goods are given by the company on an ex works basis and the customer shall be liable to pay the company's charges for transport, packaging and insurance.

4.5 The company's time-based rates are calculated from the time of dispatch or departure from the company's premises to the time of return there. A mileage charge is also charged, as applicable, to overtime rates and call out costs whether or not incurred in an emergency and will be applied based upon such rates and costs as are published by the company from time to time.

4.6 Any waiver or reduction of any price will only be applicable if agreed by the company in writing.

# 5. Delivery and performance

5.0 Delivery and performance:

5.1 Whilst the company will use its best endeavours to provide the supplies in accordance with the customer's requirements, the company will not be liable for any consequences of any delay in the provision of the supplies, howsoever caused.

5.2 Unless otherwise agreed in writing by the company, the delivery of the goods and the performance of the services shall take place at the site.

5.3 If so stipulated in the company's written acceptance of order, the customer shall provide at the delivery point and at its expense adequate and appropriate equipment and manual labour for unloading and loading the goods.

5.4 If delivery involves difficult access to or at the delivery point and/or the delivery point is located at a substantial distance from any feasible vehicular access point, the company reserves the right to levy an extra delivery charge.

5.5 If the company delivers to the customer a quantity of goods of up to 10% more or less than the quantity accepted by the company, the customer shall not be entitled to object to or reject the goods by reason of the surplus or shortfall and shall pay for such goods at the pro rata contract rate.

5.6 The company may deliver the goods by separate instalments and perform the services in separate tranches. each separate instalment or tranche shall be invoiced and paid for in accordance with the provisions of the contract.

5.7 Each instalment or tranche shall be a separate contract.

5.8 No cancellation or termination of any one contract relating to an instalment or tranche shall entitle the customer to repudiate or cancel any other contract, instalment or tranche.

5.9 If for any reason the customer fails to accept delivery of any of the goods, or the company is unable to deliver the goods on time because the customer has not provided appropriate instructions, documents, licences or authorisations, the company will charge the customer an abortive delivery charge and:

(a) Risk in the goods shall pass to the customer (including for loss or damage caused by the company's negligence);

(b) The goods shall be deemed to have been delivered; and

(c) The company may store the goods until delivery, whereupon the customer shall be liable for all related costs and expenses (including storage and insurance); or

# 5. Delivery and performance

(d) Sell the goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the goods), charge the customer for any shortfall below the price for the goods.

5.10 The quantity of any consignment of goods as recorded by the company on despatch from the company's place of business shall be conclusive evidence of the quantity received by the customer on delivery unless the customer can provide conclusive evidence proving the contrary.

5.11 The company shall not be liable for any non-delivery of the goods (even if caused by the company's negligence) unless the customer gives written notice to the company of the non-delivery within 3 days of the date when the goods would in the ordinary course of events have been received.

5.12 Any liability of the company for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such goods.

5.13 Due to the molecular structure of the material, artificial grass creases when rolled. creases will fall out within three months of delivery or installation. the goods shall not be deemed to be defective if when delivered or installed there are creases within the goods.

5.14 The company endeavours to reduce the visibility of seams in the goods. however, seams are occasionally visible due to the molecular structure of the material and seam visibility shall not be deemed to constitute a defect in the goods.

5.15 Artificial grass will in some circumstances curl, flatten and crush. the extent of this will depend on the extent of its usage and the amount of traffic passing over it and this shall not be deemed to amount to a defect in the goods.

5.16 Artificial grass from different batches of manufacture may differ slightly in colour. the company will in respect of any one order supply artificial grass from the same batch. however, artificial grass supplied under different orders is unlikely to be from the same batch and therefore may differ in colour. any such colour variation shall not be deemed to constitute a defect in the goods.

# 6. Confidential information and intellectual property rights:

6.0 Confidential information and intellectual property rights:

6.1 The customer and the company agree that in the course of the company providing supplies to the customer, the parties may disclose to each other certain confidential information. the customer and the company agree that each party will maintain the confidential information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any confidential information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party_ the customer and the company agree not to use any confidential information for any purpose other than the discharge of the receiving party's obligations under the contract.

6.2 The customer acknowledges the company's ownership of all intellectual property rights in any output material and in any goods and services provided to the customer pursuant to the contract and agrees not to contest the company's ownership or use of any such intellectual property rights. without limitation, the customer shall not acquire any such intellectual property rights or any licence or grant of rights therein, nor shall the customer register or attempt or permit to be registered, any such intellectual property rights or any licence or grant of rights therein. the customer further acknowledges that any and all intellectual property rights developed by the company in performing any services or providing any goods shall become vested and shall vest in the company absolutely and shall also be subject to the other provisions of this clause 6.2.

# 7. Payment

7.0 Payment:

7.1 The price for the supplies shall be paid by the customer to the company in accordance with the requirements set out in the company's written notification of acceptance of the customer's order issued pursuant to clause 2.3 and the price shall be paid by the due date(s) for payment stipulated therein.

7.2 The time of payment of the price shall be of the essence of the contract,

7.3 Without prejudice to clause 7.1, any stage payments which are to be made under the contract shall be made at the times and in the amounts stipulated.

7.4 All payments shall be made without any deduction, withholding or set-off.

7.5 Failure by the customer to pay any invoice by its due date shall entitle the company to:

(a) At its option, charge interest at the rate of five percent (5%) per annum above Barclays Bank's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);

(b) Charge the customer with any costs incurred by the company in the course of collecting outstanding monies due to the company from the customer;

Fee's for Debt collection are as follows:

| | | |
|---|---|---|
| Stage 1. | £75 | Letter of Notification, PLUS additional 10% commission on collected balance. |
| Stage 2. | £50 | Legal Solicitors Correspondences |
| Stage 3. | £195 | Visit to company address of debtor/ door-step |
| Stage 4a. | £250 | Winding Up Procedure via our solicitors + 15% commission. |
| Stage 4b. | <£1000 | Issue of legal proceedings, costs variable on size of debt and if disputed |

(c) Suspend any warranty for the supplies or any other goods or services supplied by the company to the customer, whether or not they have been paid for;

(d) Appropriate any payment made by the customer to such of the supplies as the company may think fit;

# 7. Payment

(e) Set off any amount owed by the company to the customer against any amount owed by the customer to the company on any account whatsoever;

(f) Terminate the contract, or suspend or cancel any future delivery of goods and/or performance of services; and

(g) Cancel any discount (if any) offered to the customer.

7.6 The company reserves the right to claim interest under the late payment of commercial debts (interest) act 1998.

7.7 Without prejudice to its other rights or remedies, the company shall have a general lien on all property of the customer in its possession for all debts owed by the customer and shall be entitled, on the expiry of twenty one (21) days' written notice to the customer, to dispose of such property and to apply the net proceeds in reduction of such debt.

7.8 All payments payable to the company under the contract shall become due immediately on its termination despite any other provision.

7.9 The company may at any time and with or without notice, limit or withdraw any credit granted to the customer.

# 8. Force Majeure

8.0 Force Majeure:

The company reserves the right to defer the date of provision of the supplies, or to cancel the contract or reduce the volume of the supplies ordered by the customer (without liability to the customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the company including acts of god, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.

# 9. Warranty

9.0 Warranty:

9.1 The company warrants (subject to the other provisions of these conditions) that:

(a) On delivery, the goods shall be of satisfactory quality within the meaning of the sale of goods act 1979; and

(b) If the customer has made it expressly known to the company in the customer's order that the goods shall be suitable for a particular purpose and the company has expressly stated in its written acceptance of order issued pursuant to clause 2.3 that it will supply goods suitable for that purpose, then the goods shall be reasonably fit for the purpose so stated; and

(c) The services will be performed with reasonable skill and care.

9.2 The GRASSify warranty is a manufacturer's warranty on all of our artificial grass products and a genuine one that gives all of our customers the peace of mind that the grass will last for a minimum of 8 years and most models 10 years. Please remember the GRASSify golden rule that artificial grass is LOW maintenance not NO maintenance. We recommend all customers subscribe to our annual maintenance package, which will refresh and maintain performance of the surface every year. (If it has moss or algae it may become slippery so it is best to have this removed regularly. Shedding of leaves and airborne spores can be easily removed and customers are reminded to follow aftercare instructions.) The warranty does not include settlement or subsequent undulation of any base work due to various reasons, i.e. dead roots, tubers, japanese knot weed, live tree roots, bamboo, wild animal burrows, annual bulbs deeper than the base preparation, neighbour's building work, surrounding excavations, general settlement including new build sites, or flood plain water. If this occurs after the installation GRASSify can assist with a recalibration of the base but this will be at a small cost payable by the customer and subject to the garden size. Customers should recognise that all artificial grass will crush or flatten over time and this includes products with various different yarn technologies. Real grass of course wears out and disappears.

Bi Fold Doors
Along with other reflective items such as structures and mirrors that can damage your grass through reflection you have to be aware that if you have Bi Fold Doors that are facing the direct sunlight when half opened they too can create a prism and damage/singe your grass. The solution will be to either ensure you fully open or close your doors or alternatively used a different flooring medium in front of the bi fold doors that may match another material used within your garden scheme that can withstand very high temperatures. Bi fold door manufacturers are not

# 9. Warranty

informing customers that this can happen with their doors. Unfortunately, any damage caused as a result of this prism burning effect is not covered under our product warranty. The temperatures that can be created as a result of a prism can be well over 200 Degrees, Any thresholds, fascias or steps must be protected in advance of installation by the customer as the company cannot be held responsible for damages

.

9.3 Subject to clause 93, the company shall not be liable for a breach of any of the warranties in clause 9.1 unless the customer gives written notice to the company of the defect in the goods or the deficiency in the services within 7 days of the time when the customer discovers or ought to have discovered the defect or deficiency (within 48 hours, if any alleged defect in the goods is a result of damage in transit). the company is to be given a reasonable opportunity after receiving the notice, of examining any goods which the customer has alleged to be defective. subject to clause 9.4, where the company determines that a defect exists in the goods or that a deficiency exists in relation to the services, the company's liability pursuant to clause 9,1 shall be limited for goods, to the replacement or repair of any part of the goods found to be defective and for services, to re-performing those services found not to have been performed with reasonable skill and care, or, at the company's option, to refunding the price of the goods or services at the pro-rata contract rate,

9.4 Upon substantial completion of the installation works, the company will give the customer notice of its intention to hand over the installation works and will give the customer the opportunity to inspect the installation works prior to handover. the company will confirm the date of handover to the customer. the sole responsibility of the company will be to remedy defects for which it is responsible and which are notified to it prior to handover. Domestic / Landscape projects require customers to be present on the day of installation and for the sign off before the team leave.

The company shall not be liable for any breach of any warranty in clause 9.1, if:

(a) The customer makes any further use of any goods which the customer has alleged to be defective after giving notice of any such defect;

(b) The customer modifies, adjusts, alters or repairs the goods without the prior written consent of the company;

(c) The defect arises because the customer failed to follow any oral or written instructions as to the storage, installation, use or maintenance of the goods or (if there are none) good trade practice;

(d) The defect arises from any input material or specification supplied by the

customer, or from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse of the goods or from any other cause which is not due to the neglect or default of the company;

(e) The defect relates to work external to the goods, or arises through relocation of the goods not performed by, for or on behalf of the company, or by subjecting the goods to any unusual physical or other stress or adverse environmental conditions;

(f) The full price for the supplies has not been paid by the time for payment stipulated in clause 7.1 or 7.3; or

(g) The defect is of a type specifically excluded by the company by notice in writing.

9.5 If upon investigation, the company reasonably determines that any defect or deficiency in, or malfunction or shortage or failure to correspond to specification of the supplies is a result of, or is excused by, any of the matters referred to in clause

9.6, the customer shall be liable for all costs reasonably incurred by the company in investigating the same and determining the cause.

9.7 Subject to and without limiting the generality of any of the provisions of this clause 9, in addition to the warranties granted in clause 9.1, the company warrants that, that under normal conditions, the goods will sustain their uv stability and tensile strength during the warranty period described in clause 9.7. for the purposes of this warranty, any goods whose original tensile strength does not decrease by more than 50% shall be deemed to have sustained their uv stability and tensile strength.

9.8 All domestic grass models are covered by a 10 year warranty (the '10 year warranty'). the applicable warranty period (the `warranty period') begins on the earlier of:

(a) The date of installation of the goods; or

(b) The date that is 6 months after the date of the company's invoice for the goods.

9.9 The 10 year warranty covers goods only and does not cover installation, groundwork or labour.

9.10 The company will repair or replace, as the company deems necessary to correct any defect, any goods which are determined by the company as not complying with the requirements of clause 9.6 (the 'warranty requirements') within the warranty period. If replacement is deemed necessary, the company will supply replacement goods, and for any goods which are determined by the company as not complying with the warranty requirements, allowing the purchase price for the

replacement goods multiplied by a fraction, the numerator of which is the number of months remaining in the warranty period and the denominator of which is the total number of months in the warranty period, the customer shall pay the portion of the purchase price for the replacement goods not allowed by the company. The company shall not be obliged to remove or dispose of the defective turf or install new turf, nor to pay the cost of such removal, disposal or installation,

9.11 The 10 year warranty is inapplicable:

(a) To goods used for any purpose other than for landscape purposes in a domestic situation and a sports field or court where specified;

(b) To any damage caused during or on account of improper handling, storage, transportation, installation or repairs unless the improper conduct is perpetrated by the company or its authorised agents; or

(c) to the extent that any defect or damage is caused by: burns, cuts, accidents, vandalism, abuse, negligence or neglect; Japanese knot weed, bamboo, mare's tail, giant hogweed, tree root growth or any other external horticultural influence; Wild animals, including badgers, moles, foxes and any non-domestic pet; Dogs, cats, rabbits or any other domestic pet; Reflections from mirrors and/or glass onto the goods; Subsidence caused by ground movement, local excavations and/or tree roots; Improper design or failure of the sub-base of the sports field or court; Drainage defects or deficiencies on the sub-base and/or its surrounding area; Wear or abrasion caused by an inadequate sub-base; Any harmful chemical reaction to the goods caused by infill materials; The use of improper footwear or sports equipment; The playing surface being used for any purpose other than that for which it was designed and installed; The application of improper cleaning methods; The use of cleaning chemicals, herbicides or pesticides; Force majeure or other conditions beyond the reasonable control of the company; Post fibrillation after or during installation for any purpose other than to put the infill materials in place; or (xvii) any failure to properly maintain, protect or repair the goods.

9.12 All goods are subject to normal wear and tear, in addition to the factors mentioned in clause 9.10, wear and tear depends on the intensity of use of the goods. For sports use, normal intensity of use is considered to be 30-60 hours of use on average per week with the condition that each player is deemed to have the use of at least 125 square metres on the field. the company does not warrant against normal wear and tear under the 10 year warranty. the company shall not be responsible for any warranty issued or made by the customer to third parties, including any warranty made by the customer with respect to the useful life of the goods. the customer should carefully read the latest versions of the company's product information materials, literature and recommendations regarding product maintenance and performance optimisation.

# 10. Exclusion or liability and indemnity

10.0 Exclusion or liability and indemnity:

10.1 The following provisions set out the entire financial liability of the company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the customer in respect of:

(a) Any breach of these conditions;

(b) Any use made or resale by the customer of any of the goods or of any product incorporating any of the goods and any use made by the customer of the services; and

(c) Any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the sale of goods act 1979 and section 2 of the supply of goods and services act 1982 ) are, to the fullest extent permitted by law, excluded from the contract.

10.3 Nothing in these conditions excludes or limits the liability of the company:

(a) For death or personal injury caused by the company's negligence; or

(b) Under section 2(3), consumer protection act 1987; or

(c) For any matter which it would be illegal for the company to exclude or attempt to exclude its liability; or

(d) For fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.2 and clause 10.3:

(a) The company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price; and

(b) The company shall not be liable to the customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

# 10. Exclusion or liability and indemnity

10.5 The customer shall hold the company harmless and keep the company fully and promptly indemnified against all direct, indirect or consequential liabilities (all three of which terms include loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the company as a result of or in connection with any claim made by or against the company in respect of any liability, loss, damage, injury, cost or expense whatsoever, howsoever and to whomsoever occurring, to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the contract, subject to the company confirming such costs, charges and losses to the customer in writing.

# 11. Changes

11.0 Change

The company reserves the right without prior approval from or notice to the customer to make any changes in the specification of the goods and/or services which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the company, do not materially affect the specification of the goods and/or services.

# 12. Risk And Title

12.0 Risk And Title:

12.1 Risk of damage to or loss of the goods shall pass to the customer upon delivery of the goods to the customer.

12.2 Title to the goods shall not pass to the customer until the company has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) The goods; and

(b) All other sums which are or which become due to the company from the customer on any account.

12.3 Until title to the goods has passed to the customer, the customer shall:

(a) Hold the goods on a fiduciary basis as the company's bailee;

(b) Maintain the goods in satisfactory condition and indemnify the company against all loss or damage of whatsoever nature affecting the goods;

(c) Notify the company immediately if it becomes subject to any of the events listed in clause 13,1 (c);

(d) Not assign to any other person any rights arising from a sale of the goods without the company's written consent (and then only subject to a set of terms and conditions containing a risk and title clause which is at least as onerous as this clause 12); and

(e) Give the company such information relating to the goods as the company may require from time to time, but the customer may resell the goods in the ordinary course of its business, provided that it shall hold the entire proceeds of any such resale upon trust for the company until the goods have been paid for in full and shall keep all such trust monies in a separate bank account which shall not be overdrawn and in which such trust monies are not mingled with its own or any other monies, the customer acknowledges and agrees that a sale by an administrator or liquidator as part of or in connection with the sale of the assets or part of the assets of the customer is not in the ordinary course of the customer's business.

12.4 If:

(a) The customer is late in paying for the goods; or

(b) The customer is late in paying for any other goods or services supplied by the company; or if

# 12. Risk And Title

(c) Before title to the goods passes to the customer, the customer becomes subject to any of the events listed in clause 13.1 (c) or the company reasonably believes that any such event is about to happen and notifies the customer accordingly, then: without limiting any other right or remedy the company may have, the company may at any time require the customer to deliver up the goods and if the customer fails to do so promptly, the company may enter the site or the premises of any third party where the goods are stored or kept in order to recover them. the customer shall not keep the goods at any premises at which the customer does not have the right to grant access to the company. the cost of recovering the goods in accordance with this clause 12.4 shall be for the customer's sole account.

# 13. Termination

13.0 Termination:

13.1 Notwithstanding anything else contained in these conditions, the contract may be terminated by the company with immediate effect upon written notice to the customer if:

(a) The customer commits any breach of its obligations under the contract and fails to remedy the same within 14 days of receipt of a written notice from the company specifying the breach and requiring it to be remedied; or

(b) Any payment due under the contract is more than 7 days in arrears; or

(c) The customer makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the united kingdom or elsewhere.

13.2 On termination of the contract for any reason:

(a) The customer shall immediately pay to the company all of the company's outstanding unpaid invoices and interest and, in respect of any goods and/or services supplied but for which no invoice has been submitted, the company may submit an invoice, which shall be payable immediately on receipt; and

(b) The accrued rights and liabilities of the parties as at termination and the continuation of any provision implicitly surviving termination, shall not be affected.

# 14. Additional Export Terms

14.0 Additional Export Terms:

14.1 In these conditions “Incoterms 2010” means the international rules for the interpretation of credit terms at the international chamber of commerce as in force at the date when the contract arises. unless the context otherwise requires, any term or expression which is defined here or given a particular meaning by the provisions of Incoterms 2010 shall have the same meaning in these conditions.

14.2 Where the goods are supplied for export from the United Kingdom, the provisions of this clause 14 shall (subject to any special terms agreed in writing between the customer and the company) apply, notwithstanding any other provisions of these conditions.

14.3 The customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties on them. the contract shall be subject to the procurement by the customer at the customer’s own expense of any import licence and any other authorisations necessarily required for the import of the goods into the country to which the goods are to be exported, but failure to obtain any such documents shall not entitle the customer to cancel the contract.

14.4 The import licence number and expiry date shall be furnished at the time the order for the goods is placed with the company, otherwise manufacture of the goods will not be proceeded with. in the event of the import licence expiring before the goods have been made available it shall be the responsibility of the customer to obtain the renewal of such licence. the company shall not be liable for any expense or loss caused by delay in obtaining such licence or the renewal thereof.

14.5 Unless otherwise agreed in writing between the customer and the company, the goods shall be delivered ex works the company’s place of business and the company shall be under no obligation to give the customer the notice relating to insurance mentioned under section 32(3) of the sale of goods act 1979.

14.6 The customer shall be responsible for arranging for the testing and inspection of the goods at the company’s place of business before shipment. the company shall have no liability for any defect in the goods which would be apparent on inspection and in respect of which notification is made after shipment, or in respect of any damage to the goods whilst in transit during shipment.

14.7 Payment of all amounts due to the company shall be made against presentation of shipping documents and in accordance with the provisions of clause

7.1, subject to the requirements of clause 7,3.

# 15. General

15.0 General:

15.1 The failure or delay of the company to enforce or to exercise, at any time, or for any period of time, any term of or any right, power or privilege arising pursuant to the contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect its right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

15.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business.

15.3 Neither the company nor the customer intends that any of these conditions shall be enforceable by virtue of the contracts (rights of third parties) act 1999 by any person that is not a party to the contract.

15.4 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected,

15.5 The contract is personal to the customer and the customer may not assign, transfer, sub- contract or otherwise part with the contract or any right or obligation under it without the prior written consent of the company. the company shall be entitled to assign, transfer, sub-contract or otherwise part with the whole or any part of the contract or any right or obligation under it to any third party.

15.6 The contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.

15.7 Any dispute arising under or in connection with the contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the president for the time being of the law society whose decision as to the type, qualifications and experience of such arbitrator shall be final and binding on the parties. the costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.

15.8 The contract shall be subject to and construed under English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts for that purpose.

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