



AUTHENTIC LAWN'S PRODUCT WARRANTY (APRIL 2016)

A. DEFINITIONS.

The following definitions apply in this warranty:

"AUTHENTIC LAWN'S": Natural Stone & Timber Limited, a company registered in England and Wales with company number 04939065, whose registered office is at Voyager Park North, Portfield Road, Portsmouth, Hampshire, PO3 5FX;

"FORCE MAJEURE EVENT": any act or event beyond Authentic Lawns' reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

"PRODUCT": the; Endurance 20; Endurance 30; Endurance 40; Meadow 38 and PuttPlus + artificial lawn product purchased by the Purchaser from Authentic Lawns, excluding any clearance products or product sold at highly discounted rates;

"PURCHASER": the person, firm or entity purchasing the Product from Authentic Lawns;

"WARRANTY PERIOD": 10 years.

B. LIMITED WARRANTY.

Authentic Lawns warrants to the Purchaser that under normal conditions (both normal conditions of use and normal weather conditions for the United Kingdom), the Product will sustain its UV stability and tensile strength during the Warranty Period.

For purposes of this warranty, a Product whose original tensile strength does not decrease by more than 50% will be judged to have sustained its UV stability and tensile strength.

All Products are covered for the Warranty Period. The Warranty Period begins on the date of delivery or collection of the Product.

The warranty covers the Product only and not the installation, groundwork or labour. Authentic Lawns do not take responsibility for installations carried out by the Purchaser or any third party (whether or not instructed by the Purchaser).

The warranty does not affect the Purchaser's statutory rights in relation to the Product.

B. REMEDY.

Authentic Lawns will repair or replace, as Authentic Lawns deems necessary to correct any defect, the Product which is determined by Authentic Lawns not complying with the warranty. If replacement is deemed necessary, Authentic Lawns will supply a replacement product for the Product which is determined by Authentic Lawns not complying with the warranty.

If the provisions of this warranty lead to partial or complete repair, Authentic Lawns will cover the costs of the replacement product in accordance with the following conditions:

Years after completion of installation	Portion of costs payable by Authentic Lawns for replacement product under this warranty
<1 year	Max. 100% of the invoiced amount of artificial grass.
<2 years	Max. 85% of the invoiced amount of artificial grass.
<3 years	Max. 70% of the invoiced amount of artificial grass.
<4 years	Max. 55% of the invoiced amount of artificial grass.
<5 years	Max. 40% of the invoiced amount of artificial grass.
<6 years	Max. 25% of the invoiced amount of artificial grass.
<7 years	Max. 20% of the invoiced amount of artificial grass.
<8 years	Max. 15% of the invoiced amount of artificial grass.
<9 years	Max. 10% of the invoiced amount of artificial grass.
<10 years	Max. 5% of the invoiced amount of artificial grass.

THE PURCHASER SHALL PAY THE PORTION OF THE INVOICED AMOUNT FOR THE REPLACEMENT PRODUCT NOT COVERED BY AUTHENTIC LAWN'S.

Authentic Lawns shall neither be obligated to remove or dispose of the defective Product or install the replacement product.

C. LIMITATIONS OF WARRANTY

This warranty does not apply to Products used for any application other than residential lawns and landscape purposes.

The warranty does not cover damage caused by incorrect handling, storage, customer transportation, installation or repairs unless these tasks are completed by Authentic Lawns or its authorised agents or with the written consent of Authentic Lawns.

This warranty does not apply to damage or defect caused by any of the following events (list is not exhaustive):

- a) damage caused by animals, either wild or domestic pets;
- b) damage caused by any plant life;
- c) damage through burns from any source, including but not limited to, smoking materials, barbeques or bonfires;
- d) damage from inappropriate use of chemicals or cleaning materials of any type;
- e) damage from incorrect cleaning or maintenance techniques;



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- f) damage caused by any chemical reaction or abrasive damage caused to the Product by inappropriate sub-base or infill products;
- g) damage caused by incorrect design and implementation of the sub-base;
- h) damage caused by subsidence caused by any source;
- i) damage caused by cuts in the Product from any source;
- j) damage caused by acts of vandalism or abuse;
- k) damage caused through negligence and neglect of the Product;
- l) damage caused by the use of incorrect footwear, including but not limited to, football boots or studded golf shoes;
- m) damage caused by reflection of light onto the Product from any reflective surface, including but not limited to, glass or mirror; and damage caused by the focusing of sunlight on to the Product through any item or device capable of performing such a task;
- n) damage caused by poor drainage of the sub-base;
- o) damage caused by post fibrillation during or after installation;
- p) damage caused by using the Product for any other reason than it was designed for;
- q) damage caused by a Force Majeure Event ;
- r) damage caused by the Purchaser failing to follow Authentic Lawns' oral or written instructions;
- s) damage caused by the Purchaser failing to follow Authentic Lawns' maintenance manual (or any other form of manual supplied where applicable);
- t) damage caused as a result of incorrect information supplied by the Purchaser to Authentic Lawns when ordering the Product; or
- u) damage to Products that have been used, installed or incorporated into any part of the Purchaser's property (whether indoors or fixed to the interior or exterior of a property) which is not the garden area (whether front or rear).

All Products are subject to normal wear and tear.

Authentic Lawns shall not be responsible for any warranty issued or made by the Purchaser to third parties, including, without limitation, any warranty made by the Purchaser with respect to the useful life of the Products.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the warranty.

D. LIMITATION OF LIABILITY

Nothing in this warranty shall limit or exclude the Authentic Lawns' liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- d) any matter in respect of which it would be unlawful for the Authentic Lawns to exclude or restrict liability.

Subject to the above, Authentic Lawns shall under no circumstances whatever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit (whether direct or indirect), loss or harm to goodwill or reputation or any indirect or consequential loss arising under or in connection with this warranty.

Authentic Lawns' total liability to the Purchaser in respect of all other losses arising under or in connection with the warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Product.

E. NO OTHER WARRANTIES

The warranty is the sole and exclusive warranty with regards to the Product and replaces all previous warranties, promises, assurances, representations and understandings between Authentic Lawns and the Purchaser, whether written or oral, relating to its subject matter.

F. MODIFICATIONS.

This warranty and Authentic Lawns' standard terms and conditions of sale are the complete, final and exclusive agreement of the parties with respect to the quality and performance of the Products and any and all warranties concerning the Products.

No dealer, sales representative or similar person is authorised to grant warranties which are not covered by this warranty, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty.

Any change, modification, or supplement to this warranty must be made in a written instrument signed by the Purchaser and an authorised representative of Authentic Lawns.

G. WAIVER

A waiver of any right or remedy under the warranty or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the warranty or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

PORTSMOUTH **02392 652923**
MON-FRI 7:30-16:30 SAT 9:00-14:00

POOLE **01202 736629**
MON-FRI 8:00-16:30 SAT 9:00-14:00

ROMSEY **01794 322908**
MON-FRI 7:30-16:30 SAT 9:00-14:00

TADLEY **01183 342256**
MON-FRI 8:00-16:30 SAT 9:00-14:00

WINCHESTER **01962 883708**
MON-FRI 7:30-16:30 SAT 9:00-14:00

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H. SEVERABILITY

If any provision or any portion of any provision of this warranty be held to be illegal, invalid or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect and shall remain to be a binding agreement of the parties with respect to the subject matter hereof.

I. ASSIGNMENT

The Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty without Authentic Lawns' advance written consent.

This warranty is to benefit and be binding upon Authentic Lawns and the Purchaser only.

Claims under this warranty may only be made by the Purchaser and not by any other third party.

J. NOTIFICATION OF CLAIMS

Claims under this warranty must be tendered in writing within 30 days after the discovery of the alleged defect, accompanied with proof of installation date, name of installation company, copy of Authentic Lawns' invoice to the Purchaser, location of installation, product sample, sample of infill material(s) (if any) and a minimum of four clear pictures showing the problem, to the address below (or any other address notified by Authentic Lawns to the Purchaser in writing):

Authentic Lawns
Voyager Park North, Portfield Road, Portsmouth, PO3 5FX

Authentic Lawns shall not be responsible for any costs or expenses incurred by the Purchaser or others with regards to any tests, inspections or consultations carried out by the Purchaser or others on the Product.

K. GOVERNING LAW

The warranty, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

L. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this warranty or its subject matter or formation (including non-contractual disputes or claims).

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