

Congratulations on the purchase of your new Sir Walter Lawn.

Dear Valued Customer.

Lawn Solutions Australia is committed to our products.

If for any reason you feel there is a problem with your purchased turf, in the first instance contact your turf supplier immediately.

All Lawn Solutions Australia turf growers and turf resellers are committed to our 100% customer satisfaction warranty.

Definitions

"Consumer" has the meaning ascribed to it in accordance with the Australian Consumer Law

"Lawn Solutions" means Lawn Solutions Australia Group Pty Limited (ACN 161 332 323)

"Lawn Solutions Best Practice Guidelines" means the guidelines available on www.lawnsolutionsaustralia.com.au

"Turf Supplier" means the supplier who sold you the turf

"You/Customer" means the customer who purchased the turf

"We/Our" means Lawn Solutions Australia

Warranty

Subject to compliance with Conditions of Warranty and Exclusions Lawn Solutions Australia warrants, the turf:

- 1. Will be mature and healthy upon delivery and will grow and thrive;
- 2. Has been inspected in accordance to our policy and guidelines upon harvesting and is warranted to be free of weeds and disease before delivering it freshly out; and
- 3. For a period of 10 years from the date of installation will perform at its maximum potential in the new environment

It is important to follow laying and care instructions supplied by your Lawn Solutions Australia supplier at the time of purchase. The benefits provided under this Warranty are in addition to other rights available to a Consumer under the Australian Consumer Law.

For more information on regional specific laying instructions visit:

www.lawnsolutionsaustralia.com.au





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Conditions of Warranty

- 1. Due to the perishable nature of turf, your Turf Supplier must receive notification in writing within 8 hours after the turf has been delivered or within 8 hours after the turf left the place of purchase specifying any problems with the turf;
- 2. As turf is a mass of living plants, is highly perishable and it must be installed immediately upon delivery;
- The turf must be installed correctly:
- There must be proper ground preparation before installation:
- 5. An immediate watering schedule as outlined in the Lawn Solutions Best Practice Guidelines must be activated upon installation of the turf;
- 6. Compliance with the Additional Requirements contained in this Warranty;
- 7. You must properly water and maintain the new turf after installation, and strictly adhere to new and ongoing care requirements as identified in Lawn Solutions Best Practice Guidelines;
- The turf was not damaged by pets or overuse;
- The turf was not burned by the application of a chemical (e.g. fertiliser, insecticide, etc.);
- 10. Any and all recommendations by your Turf Supplier to correct the notified problem were followed; and
- The turf was not previously replaced under this Warranty.
- Thia Warranty is not transferable and requires proof of date and purchase.

Exclusions

It is acknowledged and understood by you that:

- 1. Turf may need to be periodically watered after full establishment if natural conditions are mild and dry even throughout the winter months. Winterkill or winter dieback may set in on both existing lawns and new lawns if adequate moisture and pre winter fertiliser is not received. These conditions are excluded from the Warranty.
- 2. The benefits of the Lawn Solutions Warranty does not extend to the suitability of any turf cultivars for specific applications unless it has been extended in writing by the Turf Supplier for its suitability to soil types, etc.
- 3. You acknowledge that suitable or proper soil preparation is your responsibility prior to the delivery and soil performance factors on turf growth are not covered under this Warranty.
- 4. Weed seed and undesirable grass seed can be present in sub-base and soil beds lying dormant for years and germinating when conditions are favorable. Lawn Solutions is not be responsible for weeds that occur in your turf after 7 days of delivery.
- 5. Turf is a perishable product and requires immediate installation and watering. Lawn Solutions will not accept responsibility for conditions after delivery or those conditions beyond our control which lead to growth failure, including but not limited to:
 - improper, compacted or noxious sub-soil;
 - pre-existing condition of the area in which the turf is to be installed:
 - improper installation;
 - turf not installed immediately upon delivery;
 - improper watering/lack of moisture;
 - disease inherent to site;
 - annual or perennial weeds that develop after installation;
 - improper maintenance or neglect;
 - planting in direct shade;
 - failure to comply with the Lawn Solutions Best Practice Guidelines;
 - damaged by pets or overuse;
 - application of chemicals, fertilisers or insecticides that have detrimentally affected the turf.

Additional Requirements

- 1. The turf must be watered as per Lawn Solutions Best Practice Guidelines and regularly for three weeks after installation, not allowing it to dry out during that time. This watering schedule may need to run for longer during hot periods or if laid on sand.
- 2. Lawn Solutions Australia is not responsible for any damaged turf during the establishment period. All new turf should be allowed thirty days growing period before any traffic, including pets are allowed on the turf.

 This period may need to be extended in colder periods and your Turf supplier will advise recommended establishment times at time of purchase.
- 3. Lawn Solutions Australia members may, at their discretion, send a representative to examine your lawn and make recommendations for correcting the problem as an alternative to replacement. If you follow all recommendations and still feel dissatisfied, you can contact the turf supplier again to request re-inspection of the turf.

Limitation of Liability

In the event that the turf does not perform to the Lawn Solutions Australia Warranty and subject to the Conditions and Exclusions, to the extent the turf is defective Lawn Solutions will, at its discretion:

- repair or replace the turf (or part of it);
- resupply or fix a problem with the turf;
- 3. Lawn Solutions Australia liability is limited to the re-supplying of the failed turf;
- 4. Lawn Solutions Australia is not responsible for expenses associated with a Warranty claim.

Contact Us

To make a claim under this Warranty please address all correspondence to

Lawn Solutions Australia, PO Box 282 Berry NSW 2535

Our goods come with guarantees that cannot be excluded under the Australia Consumer Law. You are entitled to a replacement or refund for 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.