

## LIMITED 5-YEAR RESIDENTIAL AND COMMERCIAL MANUFACTURER'S WARRANTY

**OUTDURE PRODUCTS COVERED BY THIS WARRANTY:** Outdure UltraPlush Turf (and associated QwickClips and fasteners)

**WHAT THE WARRANTY COVERS:** Outdure International Ltd., ("Outdure") warrants, for the period of five (5) years of normal use and service conditions to the original purchaser ("Purchaser"), that the exterior turf supplied by Outdure are manufactured to comply with the relevant product specifications under strict quality control management and are covered against manufacturing defects. The applicable limited Warranty period will begin from the date of purchase of the product, or as otherwise advised by Outdure.

**IMPORTANT:** OUTDURE DOES NOT PROVIDE ANY ADDITIONAL WARRANTIES WHERE WORKS AND INSTALLATION BY OUTDURE, THIRD PARTIES OR CONTRACTORS ARE NOT IN ACCORDANCE WITH LOCAL BUILDING CODE, NATIONAL STANDARDS, STATUTORY REGULATIONS AND LOCAL AUTHORITY REQUIREMENTS.

**WARRANTY REGISTRATION:** The Purchaser must register the Warranty within thirty (30) days of installation to confirm installation has been completed as per Outdure's Installation Guide. Registration is to be completed online at <http://www.outdure.com/register-your-warranty/> to ensure that you receive the full benefit of your Warranty.

**MAINTENANCE SCHEDULE:** Outdure Products are maintained on a low maintenance basis. You are required to ensure regular cleaning and care of your Outdure Products (including removing any debris or leaves) as per the UltraPlush Turf Maintenance and Care Guide. To ensure that you receive the full benefit of your Warranty, you must complete the Maintenance Schedule included in the Maintenance and Care Guide and also available at <http://www.outdure.com/care/>.

**TRANSFER OF WARRANTY:** For all non-residential Purchasers ("Commercial") this Warranty may be transferred one (1) time, within the initial two (2) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Outdure Products were originally installed. With respect to a Commercial Purchaser, this Warranty is freely transferable to subsequent buyers of the property upon which the Outdure Products were originally installed. For the avoidance of doubt, residential Warranties are non-transferable for the Term.

### THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) Installation of the Outdure Products must be in adherence with Local Building Code, National Standards, Statutory Regulations, Local Authority requirements and Outdure's Installation Guide;
- 2) defects resulting from excessive movement of the substrate, wilful damage, Act of God (such as lightning, earthquake, flooding, storms), environmental condition (such as air pollution, mould, mildew), or staining from foreign substances (such as dirt, grease, oil), incidental wear and tear from abrasion, cuts or vandalism, deterioration beyond normal wear, including colour fading and other consequential damages including excessive weight or heat, may result in a non-valid defect;
- 3) this Warranty does not cover deterioration to the Outdure Products due to inappropriate cleaning and maintenance, use of pesticides or herbicides;
- 4) the Purchaser, transferee or third parties associated with the handling, storage and installation after Purchase must ensure that all due care be given to the Outdure Products;
- 5) products are subject to shade variation; your UltraPlush Turf must be verified prior to installation. Unless the existence of a valid manufacturing defect can be ascertained prior to installation and use, Outdure will not be liable for any shade variation or style claim once the Turf is already fixed or installed;
- 6) the Outdure Product must remain within a solar activity range of 0-220W/M2;
- 7) motor vehicles or heavy objects are not to be driven, placed, parked or rested across your Turf, as this will damage the blades as well as affect the compaction of the base beneath;
- 8) extreme caution is required when using chemicals such as algaecides, insecticides, weedkillers or de-icers on the Turf. For obvious reasons do not expose your Turf to strong chemicals including acids and harsh cleaning products.

**DISCLAIMER OF WARRANTIES:** Except for the express written Warranty contained herein, Outdure makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealing, usage of trade, custom or otherwise, including but not limited to the implied Warranty of merchantability and implied warranty of fitness for a particular purpose, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and excluded from this transaction.

**LIMITATION OF REMEDIES:** Outdure's liabilities are limited solely and exclusively to the obligations specifically undertaken herein, and under no circumstances will Outdure be liable or obligated for any incidental, consequential, indirect, special, punitive or any other damages of any kind whatsoever (including, but not limited to, lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether foreseeable or unforeseeable, arising out of breach or failure of express or implied warranty, breach of contract, fraud, misrepresentation, negligence, strict liability in tort or otherwise, except and only to the extent this limitation is specifically precluded by applicable law of mandatory application. Outdure's liability with respect to defective Products shall in no event exceed the replacement of such Products or refund of the purchase price, as described above.

**WARRANTY ENQUIRY:** If the Purchaser discovers a defect in the Outdure Products, the Purchaser, or the transferee shall, within thirty (30) days from the discovery of the alleged defect, notify Outdure by completing the online Warranty Enquiry Form: <http://www.outdure.com/warranty-enquiry-form/>.

The Purchaser must include in this notification proof of purchase and a statement explaining the defect. Outdure may request additional information. After reviewing all information and upon confirmation that the Purchaser's claim is valid by an authorized Outdure representative, Outdure will, at its option, either supply replacement materials for the defective Outdure Products or refund the portion of the purchase price paid by Purchaser for such defective Outdure Products (excluding the cost of its initial installation).

The Warranty Enquiry will be limited to the value of the Outdure Products accepted by Outdure as defective. Outdure will not be liable for any loss of profit, for any other consequential damages and for labour to remove and reinstall.

## UltraPlush Turf Manufacturer's Warranty



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**CONSUMER LAW PROTECTIONS:** (Specifically for Australia and New Zealand) Outdure's Products come with guarantees that cannot be excluded under the Australian Consumer Law and New Zealand Consumer Guarantees Act. You are entitled to a replacement or refund for a major failure and for 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.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act the New Zealand Consumer Guarantees Act and other laws. This Warranty gives you additional protection for your Outdure Product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions above.

**MISCELLANEOUS:** This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This Warranty may not be altered or amended except in writing and agreed by Outdure and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Outdure shall not be bound by any such statements other than those contained in this Warranty.

This Warranty is effective for purchases made on or after 1 January 2017.

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**REGISTER YOUR WARRANTY ONLINE:** [www.outdure.com/register-your-warranty/](http://www.outdure.com/register-your-warranty/)