

ALS Grass Terms and Conditions 2019

Definitions

'the Company' shall mean Arbour Landscape Solutions **'the Customer'** shall mean the person, firm, company or corporation who orders, purchases and/or contracts to order or purchase goods of the Company. **'the Product'** shall mean any item offered for sale by the Company.

General

All quotations are made, and all orders are accepted subject to the following terms and conditions. Any terms and conditions contained in any acceptance of the quotation which vary in any way to those herein contracted shall be void and of no effect, unless specifically agreed to and signed by both parties. A Customer desiring any reasonable amendment of these terms should communicate with the Company before forwarding an acceptance. Any reference to a term in singular should be accepted as singular or plural of that term.

Suitability

Before using any of our Products, the Customer shall determine the suitability of the Product for its intended use, and the Customer assumes all risks and liability whatsoever in connection herewith. The Company shall not be liable for any loss or damage – direct, incidental or consequential, arising out of the use of, or the inability to use, any of our Products.

Description of Goods

All specifications, drawings, illustrations, particulars of weight and dimensions issued by the Company are approximate only and do not form part of any terms, conditions or warranties of any contract entered into by the Company. The Company may nominally vary such specifications, drawings, illustrations, particulars of weight and dimensions at any time without prior notice.

Catalogues, Prices etc.

Catalogues, brochures, price lists and all other marketing material are only an indication of the type of goods offered by the Company, and they shall not constitute a sale by description. All prices therein are intended to be correct at the date of publication but are subject to change or withdrawal without notice.



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Quotations

All quotations made are applicable only to the quantities specified herein and are valid for 30 days from the date of quotation.

Orders

a. Verbal orders must be confirmed in writing within 48 hours. b. If the Customer cancels any order before its completion, they shall immediately become liable to pay to the Company a sum equal to the costs expended in the execution of the said order up to and including the date of the receipt of such cancellation.

Delivery and Passing of Risk

a. Any dates and times quoted for delivery are to be treated as an estimate and whilst every effort will be made to adhere to them, the Company shall not be liable whatsoever for failure to deliver by such date or time. b. The risk in the goods shall pass to the Customer on delivery to the Customer's premises or to any person or party authorized by the Customer to receive goods. c. The Company shall not be liable for any loss arising from delay or failure to deliver, arising from any causes beyond our control.

Artificial grass should be rolled out and inspected before use. Damaged, faulty or incorrect goods must be reported within 24 hours of receiving the items.

Do not use or fit the goods in anyway as you will be liable for the costs and if faulty you will be liable for keeping the goods.

If you are arranging an independent fitter or as the fitting company you are ordering goods to install, we suggest that you do not schedule any installation work until a few days after receiving the delivery.

This will enable you to check the goods and resolve any technical issues.



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Creases & bumps. Due to the nature of artificial grasses it can flatten or crease when unrolled. This is not a fault with the grass. Creases will fall out within three months of the grass being installed. The grass is not faulty if delivered with creases. The creases are due to the grass being tightly wrapped around a roll. The creases will be noticeably reduced on a daily basis and with use. It is important the ground works are well prepared. Please ensure that the membrane is also carefully laid on top of the ground works before the grass is installed as the grass will within time mould itself to it. We recommend using silicone sand on top of the grass to weigh down any bumps etc

Colour Variation

We send out grass from the same batch to ensure there are no slight colour differences. Therefore, please be aware that if you want to add more grass to an area at a later date there may be a slight colour difference. We recommend that you order all grass from the same batch. Arbour Landscape Solutions cannot be liable for any difference in the colour for the same product if ordered separately.

The colour of goods may vary slightly

Retention of Title

Goods shall remain the property of, and title shall remain with the Company until payment has been received in full. Until such time the Customer shall hold and store the goods for the Company in such a manner as to be readily identifiable as the property of the Company.

Intellectual Property

Ownership of all intellectual property rights in relation to design work and supply of the Products rests with the Company unless otherwise provided for by a separate agreement.

Carriage

Goods will be dispatched by the most convenient means in accordance with our Delivery & Returns Policy unless otherwise agreed in writing with the Customer.



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Loss or Damage in Transit

The Customer should use its best endeavors to notify, in writing, the Company and the Carrier within 24 hours of delivery, of any damage or loss of goods in transit.

Non-delivery must be notified in writing to the Company within 14 days of the date of invoice.

Damages must be reported immediately on/after the delivery.

Returns

The Customer is responsible for both the cost of returning the items and ensuring the arrival in a saleable condition of all unwanted items. An RTM number must be obtained from the Company within 7 days of receipt of the unwanted Products, before any item is returned for any reason.

Bespoke items and any other made to measure items are not returnable.

Refunds

You will receive a full refund on any authorised returned items within 14 days of receipt. All goods will be inspected for use and / or damages before refunds are processed. We will also refund the basic cost of carriage. Orders cancelled before dispatch will be refunded, subject to the provision of clause 'Orders – b.' above.

Bespoke items

Bespoke items are made to measure and are therefore non-refundable. It is the Customers responsibility to ensure that all details including measurements on the quote are accurate before payment is sent and work commences.

Amendments made after this date may be chargeable.

Cancelled Artificial Grass orders that are cut and ready for delivery are subject to a 30% handling charge.

Payment

a. All goods must be paid for at the time the order is placed b. Any Out of Stock items ordered must be accompanied by a 50% deposit with the balance being paid before dispatch. c. Bespoke items must be paid in full of the order d. Where a delivery is delayed by the Customer's inability or unwillingness to accept such delivery at the time the goods are ready for dispatch, the Customer must pay any

outstanding sums due immediately, and the Company reserves the right to charge the Customer any additional storage costs incurred.

Defects

The Company shall not be liable to the Customer or to any third party in respect of defects in goods delivered whether patent or latent or for any injury, damage or loss resulting directly or indirectly from such defects howsoever caused.

Without prejudice to the foregoing, if The Customer receives goods from the Company that they consider to be defective then the Customer must contact The Company immediately, unroll & inspect the grass. Do not cut or install grass if you notice any defects as this will null & void any warranty. Please inform the company in writing to advise of the defect, attaching photographs where possible.

If the Company accepts the goods are defective or below standard then The Company shall at its sole discretion issue a refund including any cost of delivery, or alternatively the Company will arrange for a replacement to be sent at no additional cost.

Colour Fastness

The Company warrants that its Products designed for Outdoor use, have been inherently treated with UV resistant chemicals that will in normal circumstance resist the excessive fading and / or discoloration effects of UV light from the sun for a period of One year from the date of delivery to the Customer.

It should be noted that all Products may show some sign of fading, this is quite normal and is not a sign of a defective Product.

Maintenance

While artificial grass is very low maintenance compared to organic lawns it is important to follow the following guidelines:

1. Brush the grass regularly with a medium stiff broom or rake
2. Keep the grass free of debris and leaves otherwise moss can appear
3. Remove leaves using a leaf blower or non-metallic rake
4. Remove any weeds immediately to prevent seed dispersal
5. Use diluted water-based detergent to rinse off any coloured spills
6. Remove pet excrement immediately and rinse with water-based detergent and water
7. Even though our artificial grass is fire retardant, avoid contact with hot materials such as barbecue coals

Product Guarantee

All grasses and artificial green walls we supply come with a 6-year UV sunlight fade manufacturers' warranty. Any other issues will be addressed on an individual basis by The Company and our supplier. This is subject to fair wear and tear and to the owner adhering to maintenance instructions as outlined in our terms and conditions, and to any exclusions set out below.

- The grass is designed to match the effects of organic grass. Continued usage in a particular area will cause it to curl and crush. This is not covered by the guarantee.
- Burns or cut damage, accidental or vandalism damage, negligence or neglect.
- Damage from non-domestic animals including but not exclusive to badgers, rats, moles and foxes
- Our products are pet friendly, but our guarantee does not cover damage from dogs, cats, rabbits or any other domestic pets
- Reflective heat damage from mirrors and/or glass onto the product
- Use of improper footwear or sports equipment
- The surface being used for a purpose other than that for which it was designed
- Application of improper cleaning methods, use of cleaning chemicals, herbicides or pesticides
- Forces Majeure or other conditions beyond the reasonable control of The Company
- Failure to properly maintain or protect the product.

The final decision to replace any products rests with our suppliers. Grass will only usually be replaced where a fault affects the usability and functionality of the grass.

Force Majeure

- The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of goods by The Company being prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstance or events beyond The Company's reasonable control ("force majeure circumstances") including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workman, materials or transport, or other circumstances affecting the supply of the goods or of raw materials by The Company's normal source of supply of manufacture or the goods by The Company's normal means of delivery of the goods by the Seller's normal route or means of delivery.
- In force majeure circumstances The Company may in its sole discretion terminate any contract for the supply of goods pursuant to these conditions or cancel delivery of goods to the Customer or may, with the agreement of the Customer, deliver the goods at an agreed rate of delivery commencing after any suspension of deliveries.