

Quotation – Terms and Conditions

This quotation and any subsequent sale and/or installation to you by us of the Easigrass products referred to above in this quotation are subject to the Easigrass terms and conditions of sale found on the Easigrass website of: www.easigrass.co.za under the Terms and Conditions tab.

- i. By you notifying us of your acceptance of this quotation, you: warrant and confirm having read and understood the said Easigrass terms and conditions of sale found on the above Easigrass website; and
- ii. agree to be bound by those Easigrass terms and conditions of sale.

Although there is no need for us to repeat all of those terms and conditions in this quotation (as a consequence of you warranting and confirming that you will have read, understood and agreed to be bound by those Easigrass terms and conditions of sale when you notify us of your acceptance of this quotation), we summarise some (**but not all**) of those Easigrass terms and conditions of sale as follows, which summary we reiterate does not include all of the Easigrass terms and conditions of sale and does not release you from your said warranty that you have read, understood and agreed to be bound by all of the Easigrass terms and conditions found on the said Easigrass website

The provisions of selected Easigrass Quotation Terms and Conditions of Sale that can be found on the said Easigrass website:

1. Access:

The Client is to ensure that access is granted at the agreed time of day during the normal landscape business operation hours of the contractor.

Should access be delayed for any reason, Easigrass will be entitled to charge for the extra time needed to complete the installation at the rate of 30% of the total labour charge per day.

The Client is to ensure that access is unimpeded and able to tolerate the movement of heavy machinery and materials.

2. Payment:

The Client agrees to pay a deposit of 75% of the total quotation incl VAT on acceptance of this quotation.

Once the fees have cleared our bank account, we will schedule your installation on the next available date or as mutually agreed upon.

On completion of the work per the quotation accepted, the Client will pay the 25% balance.

Delay of payment will result in a 5% levy charged per week thereafter. Any legal fees required to recover such funds will be for the Client's account.

3. Ownership of goods:

All risk in and to the Easigrass products that are the subject of this quotation ("the Easigrass products") will pass to the Client upon delivery thereof to the Client, however, ownership in and to the Easigrass products shall remain vested in Easigrass until the payment in full of all amounts specified in this quotation have been made by the Client to Easigrass.

Should payment not be made in full as per clause 4 below, Easigrass will have the right to retake possession of the Easigrass products from the Client without prejudicing and in addition to all other rights and/or remedies that Easigrass may have against the Client in such circumstances. The client will allow unimpeded access to Easigrass to complete that removal.

Should the Client subsequently pay the outstanding amount to Easigrass, Easigrass will be entitled to charge the Client for the reinstallation of the Easigrass products, which charge the Client will be obliged to pay in full to Easigrass prior to Easigrass reinstalling the Easigrass products.

4. Moles / Termites and domestic pet damages are not covered in our warranty. Although steps can be taken to ensure this is mitigated, these matters are out of our control and cannot be warrantied by Easigrass.

5. Cancellations / Notice Period / Schedule:

Cancellations of orders for Easigrass products by the Client within 7 working days of the scheduled installation date will incur a 15% cancellation fee. Cancellations giving more than 7 working days in advance of the installation will incur a 5% cancellation fee.

Postponed Installations:

Please note that we require 48 hours' notice to postpone a scheduled installation. If a scheduled installation is postponed without 48 hours prior notice a full day's rate charge of R4,500.00 ex VAT will be incurred by the Client.

Schedule:

As much as we try to keep our schedule, we confirm that time is not of the essence in respect of the contract of sale of the Easigrass products and your scheduled installation date(s) may be moved, for example, to accommodate weather and/or finishing off current projects etc. Please further note that your assigned Easi-Team needs to load all your materials the morning of your installation and they may only arrive at your property between 08:30 am - 10:30 am. That estimated time could vary due to various reasons, including (but not limited to) delays in loading materials and/or traffic etc.

6. Notes to consider:

Easigrass is not responsible and/or liable for any damage, harm and/or interference caused by moles and their activities.

Therefore, should you have a mole problem, we suggest that you get a pest control company beforehand to make sure the area is free of moles before your Easigrass installation.

We also suggest that you opt for our mesh mole barrier option as this can help prevent moles from trying to surface, although of course no guarantees can be given in this regard. We can happily assist with the prevention of moles, but unfortunately, Easigrass cannot be held liable for any damage, harm and/or interference caused by moles.

On a lighter note, damage caused by moles can EASILY be fixed by re-compacting the area. Please ask us for our experienced advice about this.

As much as Easigrass is pet-friendly, there might be a smell of pet urine. This is mainly due to abnormal dogs' diets or medication. This can be treated with our eco-friendly Easi-Pong product.

Although Easigrass is designed for the South African climate and is fire retardant, summer temperatures, exposure to extreme heat such as hot coals, glare from heat reflective and/or energy-efficient glass, windows and/or mirrors could harm the product.

7. Warranties:

Your Easigrass warranty is a pro-rata reducing warranty that is valid for the period stipulated in the Easigrass terms and conditions of sale (which currently is for a period of 8 years) and the for the specific range of artificial grass only and is entirely dependent upon the Client attending to the proper use and maintenance of the Easigrass products in accordance with Easigrass guidelines. To view the warranties in detail that are applicable to your range of the Easigrass products, please view them at www.easigrass.co.za under the "Terms and Conditions" tab.

As mentioned above, your Easigrass warranty is a Pro-Rata Reducing Warranty. As an example.

If you purchased R5000.00 worth of artificial grass, which has an 8 year warranty and on year 4 of use, a warranty claim is awarded, you will receive R2500 off the replacement cost for that specific grass.

Your warranty does not extended to the installation of the "layerworks, drainage base, foundation and edging". As it is an outdoor application it is impossible for Easigrass and its appointed contractors to control natural factors occurring below the grass levels. Land is susceptible to shift, slide and water damage which are matters out of our direct control. These however can be remedied by your appointed contractor at a fee.

Workmanship is guaranteed for a period of 12 months on joins, edges and putting greens. This is not applicable to sport surfaces for matters outside of our direct control.

8. Maintenance:

Your Easigrass products require very low maintenance, however, they do need to be maintained in accordance with Easigrass guidelines in order to keep your warranty active. Easigrass is able to provide you with a maintenance program at an additional cost or you may do your own maintenance and send proof of maintenance to Easigrass annually.

The basic required maintenance includes (but is not limited to) the Client ensuring that the turf comprising the Easigrass products has the specified amount of Easigrass Approved Silica Sand per m2 installed annually or as needed when the level gets low. Additionally and amongst other things, the Client will need to brush the grass to keep the fibres up to prevent compaction.

An Easigrass Maintenance Manual can be provided by your local Easigrass Dealer on request.

9. Liabilities;

Amongst other things, Easigrass will not be liable for any variation either for remedy or improvement to an area that was not quoted for nor change of scope by the Client. Sometimes this may not be apparent during the quoting stage.

All plumbing/electrical pipes that are underground, will need to be moved by the Client at the Client's cost prior to installation of the Easigrass products.

Should any change in scope impede the installation timelines, the Client will be liable for additional labour and/or rescheduling fees. These will be quoted separately and payment is required in full before commencement of the initial work is reinstated.

Easigrass is not liable for any damage caused to the property by the delivery of materials, which in some cases will include damage to natural grass, driveways and access areas.

It is the Client's responsibility to ensure that:

- Where applicable any plants, trees, roots, concrete, paving etc. are removed prior to installation of the Easigrass products.
- The location of any electrical conduits or cables, gas pipes, water pipes, waterproofing, post tension cables, irrigation systems and/or any other items are shown to our installation team. Should these impede the installation the Client is responsible for the removal of such.