

TERMS AND CONDITIONS OF SALE

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| <p>1. Purchase and supply</p> <p>1.1. You agree to purchase and we agree to supply all Goods and Services subject to these Terms and Conditions.</p> <p>1.2. You will be bound by these Terms and Conditions upon:</p> <p style="padding-left: 20px;">1.2.1.1. signing this document; and/or</p> <p style="padding-left: 20px;">1.2.1.2. placing a written or oral purchase order for our Goods and/or Services which we accept.</p> <p>1.3. All invoices in respect of goods delivered shall be deemed to be accepted as a correct charge if, after seven days from the date of receipt of the invoice, you raise no objection to the invoice.</p> <p>1.4. A minimum order value may be implemented and varied from time to time at SYNERGY in Turf's sole discretion.</p> <p>1.5. If you place an order for indent product, once your order is confirmed the order and/or quantities cannot be cancelled or reduced. Special productions may be subject to a minimum order quantity and a tolerance on quantity which is up to 10% that will be supplied and invoiced to you.</p> <p>1.6. If you place a back order with us, once the colours and quantities have been entered into our system, the full value of the order is payable by you, irrespective of whether you wish to cancel or reduce that order.</p> <p>2. Quote</p> <p>2.1. We may provide you with a Quote for the supply of Goods and/or Services.</p> <p>2.2. If we provide you with a Quote, we are not obliged to supply the Goods and/or Services until the Quote has been accepted by you in writing.</p> <p>2.3. If we provide you with a Quote, other than a product square metre rate, we are not obliged to supply the Goods and/or Services until the quantity pricing has been confirmed with a Sales Order Confirmation.</p> <p>3. Extension of Credit</p> <p>3.1. Upon completion by you of an Application for Credit Account and Guarantee, we may, at our sole discretion, extend credit to you. You are not entitled to any extension of credit, nor the provision of Goods and/or Services, until you receive written notice from us stating that the credit facility has been granted.</p> <p>4. Delivery</p> <p>4.1. SYNERGY in Turf will deliver the Goods to the delivery address agreed with the Purchaser.</p> | <p>4.2. All orders will be delivered within 3 months of receipt by SYNERGY in Turf of your order. If you cannot take delivery of stock you may be invoiced storage fees. You must pay such storage fees within 7 days of receipt of that invoice.</p> <p>4.3. A bailing fee will be charged as per SYNERGY in Turf's price list, including any packing and handling fee which will be applied to all cut-length sales per invoice/dispatch as per price list.</p> <p>4.4. Delivery of Goods outside the metropolitan area will be:</p> <p style="padding-left: 20px;">4.4.1.1. at the Purchaser's expense; and</p> <p style="padding-left: 20px;">4.4.1.2. to a carrier selected by SYNERGY in Turf unless otherwise agreed between the parties.</p> <p>4.5. The Purchaser agrees to accept, and / or that its carrier will accept delivery of the Goods during Business Hours.</p> <p>4.6. To the extent permitted by law, SYNERGY in Turf disclaims any and all liability for the acts, omissions and conduct (willful or otherwise), including negligence of the carrier.</p> <p>4.7. Where the Purchaser requires the Goods to be delivered or available for delivery on a specified date, the Purchaser must clearly specify such date in both the ordering document and the Purchaser's confirmation order.</p> <p>4.8. SYNERGY in Turf will make all reasonable efforts to have the Goods delivered to the Purchaser on the date agreed between the parties. To the extent permitted by law, SYNERGY in Turf excludes all liability should any or all of the Goods be delivered late.</p> <p>4.9. Late delivery will not entitle the Purchaser to rescind the Agreement.</p> <p>5. Payment</p> <p>5.1. Payment of the Amount Due must be made at or prior to delivery, subject to clause 5.2.</p> <p>5.2. At our absolute discretion, we may permit in writing payment of the Amount Due to us in full within 30 days of the statement of account.</p> <p>5.3. You are required to pay the Amount Due for purchases with no deduction or set-off, subject to clause 5.4.</p> <p>5.4. In the event of a dispute, the complete undisputed portion of the account must be paid to us in full within 30 days of the end of each month and the Dispute Resolution clause will apply.</p> <p>5.5. In the event of non-payment of any amount, we may suspend further deliveries, require payment in advance</p> | <p>for future deliveries or terminate this agreement in writing, with immediate effect.</p> <p>6. Payment methods</p> <p>6.1. All payments must be paid by credit card, electronic funds transfer or cheque.</p> <p>6.2. Payments must be made without any deduction for fees or charges imposed by your bank and or any third parties.</p> <p>6.3. Where SYNERGY in Turf accepts payment from you by means of a credit card, SYNERGY in Turf may charge an additional surcharge fee.</p> <p>6.4. All credit card payments processed online through our website(s) are processed via a secure hosted payment page and no card data is collected or stored by SYNERGY in Turf.</p> <p>6.5. All credit card payments processed over the phone or in person are processed using PCI compliant providers. The processing equipment, software and service providers do not store track data and SYNERGY in Turf does not accept recurring payment authorisations. All transaction print outs that are not taken by the customer are destroyed immediately. SYNERGY in Turf does not retain any documentation containing credit card information.</p> <p>7. GST</p> <p>7.1. You agree to pay any GST applicable to any Goods and Services.</p> <p>7.2. We will provide you with a Tax Invoice for the Amount Due if GST applies to any Goods and Services.</p> <p>8. Default</p> <p>8.1. If you do not pay the Amount Due in full in accordance with these Terms and Conditions, then you must pay to us interest charged at National Australia Bank's Benchmark Business Lending Indicator Rate, as published from time to time, plus 3% per annum on the balance of the Amount Due for the period from and including the due date for payment until the date that payment of the Amount Due is made in full.</p> <p>8.2. You agree to pay any costs and expenses incurred by us in connection with exercising our rights for the recovery of the Amount Due under these Terms and Conditions, including but not limited to debt collection agent fees and commission and legal costs on an indemnity basis in bringing debt recovery proceedings or a claim for breach of these Terms and Conditions.</p> <p>8.3. You agree that in the event of your failure to comply with your payment obligations under these Terms and</p> |
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- Conditions, SYNERGY in Turf is authorised to notify on-forwarders or contractors to hold supply. This notification will be reversed once you have brought the account back within the scope of these Terms and Conditions.
- 8.4. You agree to make good any loss incurred or suffered by SYNERGY in Turf as a result of your failure to pay the Amount Due in full or your breach of these Terms and Conditions.
9. **Retention of Title**
- 9.1. Property in and ownership of the Goods shall not pass to you until payment of the Amount Due and any other amounts owing to SYNERGY in Turf by you from time to time have been paid in full.
- 9.2. SYNERGY in Turf retains equitable and legal title in the Goods until such title has passed.
- 9.3. Until title has passed, you take custody of the Goods and retain them as fiduciary agent of SYNERGY in Turf (storing them separately in a manner which clearly identifies the Goods as the property of SYNERGY in Turf). You must not affix or secure onto any premises the Goods or any part of them.
- 9.4. Upon demand you will immediately deliver the Goods to SYNERGY in Turf and/or allow SYNERGY in Turf, its employees or agents to enter upon any premises where the Goods have been stored (or where SYNERGY in Turf suspects the Goods have been stored) to recover them.
- 9.5. You hereby indemnify SYNERGY in Turf from and against any liability to any third party in respect of any claims, actions, proceedings, demands, costs, damages and loss arising from SYNERGY in Turf exercising its rights under this clause.
- 9.6. If you sell the Goods prior to paying the Amount Due in full, you will hold all proceeds of sale from such Goods on trust for SYNERGY in Turf and will keep such proceeds in a separate account until your liability to SYNERGY in Turf is discharged.
10. **Risk in the Goods**
- 10.1. The risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods passes to you
- 10.1.1.1. immediately upon delivery of the Goods to the agreed delivery address if such address is in the metropolitan area; and
- 10.1.1.2. upon delivery to the carrier if such address is outside the metropolitan area.
- 10.2. Until property in and ownership of the Goods passes to you, you must keep the Goods insured and produce to us, upon demand, evidence of such insurance. If you fail to insure the Goods, we may do so and the cost of such insurance shall be payable by you to us upon demand.
- 10.3. The Goods will be packaged for delivery and dispatched in good order. To the extent permitted by law, SYNERGY in Turf excludes liability for any damage to the Goods sustained in transit.
11. **Return of Goods**
- 11.1. Returns within 7 days of purchase will be considered for credit at the discretion of SYNERGY in Turf only if such returns are based on damaged or faulty stock or a SYNERGY in Turf supply error.
- 11.2. The Purchaser may, at the Purchaser's own cost, return non-compliant Goods to SYNERGY in Turf only:
- 11.2.1.1. where SYNERGY in Turf is obliged to accept them under the Australian Consumer Law; or
- 11.2.1.2. if the Goods were returned within 30 days of the date of delivery, and SYNERGY in Turf authorises their return. If the Goods were returned more than 30 days from the date of delivery, the return will not be accepted.
- 11.3. SYNERGY in Turf will only be obliged to accept such returned Goods, if they are:
- 11.3.1.1. packaged in a manner which will ensure that the Goods are not damaged in transit;
- 11.3.1.2. clearly labelled, identifying the 'Permission to Return' number provided by SYNERGY in Turf;
- 11.3.1.3. returned to SYNERGY in Turf's receiving point in the Purchaser's state or territory, as set out on the relevant invoice; and
- 11.3.1.4. returned in the condition in which they left SYNERGY in Turf's premises.
- 11.4. Where Goods are returned otherwise under clause 11.2, a fee of not less than 50% of the list price of the returned Goods applies to all returns.
- 11.5. To the extent permitted by law, Goods manufactured or produced to specifications may not be returned by the Purchaser. SYNERGY in Turf will not accept them for credit.
12. **Privacy**
- 12.1. By accepting these Terms and Conditions, you confirm that you have accessed, read and agree to our Privacy Policy at www.SYNERGYTurf.com.au
- 12.2. You authorise SYNERGY in Turf to collect personal information about you including but not limited to your credit record and credit worthiness and to disclose that personal information as outlined in our Privacy Policy.
- 12.3. You will be notified of any updates to our Privacy Policy by email or, where email is not available or unsuccessful, by post.
13. **Personal Property Securities Act 2009 (Cth) ("PPSA")**
- 13.1. In this clause, capitalised expressions have the meaning given to them in the PPSA.
- 13.2. You hereby:
- 13.2.1.1. Acknowledge and agree that these Terms and Conditions constitute a Security Agreement for the purposes of the PPSA;
- 13.2.1.2. Grant a Security Interest to SYNERGY in Turf in the Goods and any proceeds of sale in respect of those Goods;
- 13.2.1.3. Acknowledge and agree that each supply of Goods on credit terms is subject to this Security Agreement for the purposes of the PPSA and that SYNERGY in Turf may register its Security Interest in the Goods and in the proceeds of sale of the Goods as a Purchase Money Security Interest on the Register.
- 13.3. You and SYNERGY in Turf acknowledge and agree for the purposes of satisfying s 20(1)(iii) of the PPSA that the description of the Goods the subject of the Security Interest created under this Security Agreement is as set out in these Terms and Conditions and any invoice in relation to those Goods and the description of the Goods in any invoice is expressly incorporated into these Terms and Conditions.
- 13.4. You consent to SYNERGY in Turf registering any one or more Financing Statement or Financing Change Statement in respect of any Security Interest created by or contemplated under these Terms and Conditions and undertake to do all things reasonably required by SYNERGY in Turf to facilitate this.
- 13.5. You agree to pay, on demand by SYNERGY in Turf, all costs incurred in connection with registering any Financing Statement or any Financing Change

- Statement and hereby indemnify SYNERGY in Turf (and its agents) in respect of all such costs incurred.
- 13.6. You agree not to cause (directly or indirectly) the registration of a Financing Change Statement in respect of the Goods without SYNERGY in Turf's prior written consent.
- 13.7. You agree that the following provisions of the PPSA will not apply to these Terms and Conditions: section 95 (notice of removal of accession) to the extent that it requires the secured party to give a notice to the grantor; section 96 (when person with an interest in the whole may retain accession); section 121(4) (notice under section 120(2)); section 125 (obligation to dispose of or retain collateral); section 129 (disposal by purchase); section 130 (notice of disposal) to the extent that it requires the secured party to give a notice to the grantor; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (reinstatement of security agreement).
- 13.8. For the purposes of section 157 of the PPSA, you waive your right to receive notice of any verification statement in relation to the registration of a Financing Statement or a Financing Change Statement.
- 13.9. For the purposes of s 275(6) of the PPSA, SYNERGY in Turf and you agree that neither party will, or is entitled to, disclose information of the kind specified in s 275(1) of the PPSA.
- 13.10. You agree that you will not enter into any agreement or arrangement which permits any other person to register any Security Interest in respect of the Goods, the proceeds of sale of the Goods, or any amounts owed in respect of the Goods without SYNERGY in Turf's prior written consent.
- 13.11. You agree to provide us with immediate written notice upon a change of your corporate details, such as organisation name, ABN, principal place of business, directors or a material change in shareholders.
14. **Limitation of Liability**
- 14.1. To the extent permissible under the Competition and Consumer Act 2010 (Cth), our liability for any breach of guarantee in relation to the supply of Goods arising under that Act is limited to, at our discretion:
- 14.1.1.1. providing you with a refund; or
- 14.1.1.2. repairing or replacing the Goods.
- 14.2. To the extent permissible under the Competition and Consumer Act 2010 (Cth), our liability for any breach of guarantee in relation to the supply of Services arising under that Act is limited to supplying the Service to you again.
- 14.3. The maximum amount of refund that is payable to you in accordance with this clause is the amount which you have paid to us for the Goods.
15. **Updating Terms and Conditions**
- 15.1. We may update our Terms and Conditions from time to time and notify you by email.
- 15.2. If no email address is given or an email is returned unread, we will send you by ordinary mail either a copy of the updated Terms and Conditions or written notice of the change and a link to our website.
- 15.3. By placing a written or oral purchase order for our Goods and / or Services after we have updated our Terms and Conditions you accept such terms and conditions.
16. **Exclusions**
- 16.1. You agree that use of the Goods and Services is at your risk. To the full extent allowed by law, our liability for breach of any term implied into these Terms and Conditions is excluded.
- 16.2. All information, specifications and samples provided by us in relation to the Goods or Services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect your use of the Goods or Services will not entitle you to reject the Goods upon delivery, or to make any claim in respect of them.
- 16.3. Any advice, recommendation, information, assistance or service given by us in relation to Goods or Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty as to accuracy, appropriateness or reliability. We do not accept any liability or responsibility for any loss suffered as a result of your reliance on such advice, recommendation, information, assistance or service.
- 16.4. To the fullest extent permissible at law, we are not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods or
17. **Warranty**
- 17.1. If any party is entering into these Terms and Conditions as the Trustee of a trust, that party warrants and represents to the other party that:
- 17.1.1.1. You are liable to us personally as well as in your capacity as Trustee;
- 17.1.1.2. all of the powers and discretions conferred by the deed establishing such trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the relevant trust is a valid and subsisting trust;
- 17.1.1.3. the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into these Terms and Conditions and that these Terms and Conditions are being executed and entered into as part of the due and proper administration of the trust for the benefit of the beneficiaries of the trust; and
- 17.1.1.4. there no restrictions on the party's right of indemnity out of or lien over the trust's assets exist or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.
18. **Termination**
- 18.1. SYNERGY in Turf may terminate an agreement on 10 Business Days' notice in writing if the Purchaser has not paid an invoice within 20 Business Days of its due date and has not disputed the invoice in good faith.
- 18.2. Either party may terminate an agreement on 10 Business Days' notice in writing to the other if the other party commits a breach of an agreement and does not rectify the breach within 5 Business Days of issue of a notice of the breach.
19. **Dispute resolution**
- Services, or otherwise arising out of the provision of Goods or the Services, whether based on terms and conditions of trade, negligence, strict liability or otherwise, even if we have been advised of the possibility of damages.

- 19.1. Apart from legal action to recover a debt, if a dispute arises between you and us, one party must give the other party written notice of the dispute and the parties must endeavor to resolve the dispute immediately and in a co-operative manner prior to commencing legal or administrative proceedings.
- 20. **Jurisdiction & governing law**
- 20.1. These Terms and Conditions are governed by the laws of New South Wales.
- 20.2. Notwithstanding the above clause, SYNERGY in Turf shall have the exclusive right to nominate another jurisdiction in which any legal action is to be commenced and conducted.
- 21. **General**
- 21.1. Our records are conclusive about the Amount Due;
- 21.2. You may not assign any of your rights under these terms;
- 21.3. A waiver by us of any rights arising due to any breach, default or omission is only effective if it is in writing and shall not be deemed to be a waiver of any other unspecified rights.
- 22. **Interpretation**
- 22.1. Headings do not affect interpretation.
- 22.2. All references to the singular include the plural and vice versa.
- 22.3. Person includes a firm or body corporate, an incorporated body, association or authority.
- 22.4. A reference to a person includes its executors, administrators, successors and permitted assigns.
- 22.5. And where two or more persons are a party, they are bound jointly and severally.
- 23. **Definitions**
- 23.1. In these Terms and Conditions:
- 23.1. "Amount Due" means the amount stated on any Invoice issued to you or the sum of all such Invoices;
- 23.2. "Goods" means any Goods we have supplied to you or will supply to you in the future;
- 23.3. "GST" has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999;
- 23.4. "Nominated Account" means the bank account nominated by you in the direct debit request form;
- 23.5. "Quote" means a verbal or written estimate of the amount to be charged by us;
- 23.6. "Services" means any Services we are to supply or have supplied to you;
- 23.7. "Tax Invoice" has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999;

- 23.8. "Terms and Conditions" means these Terms and Conditions and any amendments to these Terms and Conditions made from time to time;
- 23.9. "We"/"us"/"our" means SYNERGY in Turf; and
- 23.10. "You" means the entity identified or intended to be identified on page 1 of these Terms and Conditions – Your Details.

PRIVACY POLICY

Protecting privacy of your personal data is important to SYNERGY in Turf. This privacy policy ("Privacy Policy") provides you information on the way SYNERGY in Turf uses your personal data, in compliance with applicable legislation. This document shall be read together with the COOKIES POLICY.

DATA CONTROLLER

The data controller is Synergy Turf Manufacturing Pty Ltd, an Australian private company, registered in the Trade and Companies Register of Sydney under the number 54 635 223 068, with its registered office located at: PO Box 589 North Sydney NSW 2059 Australia | (hereafter "SYNERGY in Turf").

EXTERNAL LINKS

This Privacy Policy only deals with data processed by SYNERGY in Turf or any other entity of its Group.

SYNERGY in Turf shall not be held liable or responsible for the processing of personal data you may provide to third parties, even if links to third parties are provided on SYNERGY in Turf's website.

Third parties' websites or applications accessed through SYNERGY in Turf's website or application are not covered by this Privacy Policy.

DATA COLLECTION AND USE

This Privacy Policy covers data collected both online and offline, including personal data that we may collect through various channels such as websites, social media, contact with customers and events (trade fairs, etc.). Please note that we combine personal data collected via one method (e.g. website) with personal data collected via another method (e.g. trade fairs; customer meeting).

SYNERGY in Turf collect and process any information you provided through the website or any other means such

as your name, surname, addresses, e-mail addresses, phone number, and in case you are acting in a professional context, your company name and your position in the company.

When personal data is requested, you will be informed of the compulsory or optional nature of such data by the symbol *.

SYNERGY in Turf may process your personal data for any of the following purposes (purpose might be different depending on the case):

- For customer support: SYNERGY in Turf processes your personal data to provide you with customer support, especially to answer your request.
- For contest and other promotions: With your consent (whenever it is required), SYNERGY in Turf may process your personal data to contact you by e-mail, text message, phone calls or mailing about services and products we feel may interest you (marketing communication; promotions; etc.).
- For statistical analysis: SYNERGY in Turf may process your personal data for conducting statistical analysis (marketing analysis, evaluation of the effectiveness of our campaigns, etc.),
- For administrative purposes in relation to the security and access of SYNERGY in Turf's systems, platforms, secured websites or applications,
- For any other legitimate business purpose.

DISCLOSURE/TRANSFER OF YOUR PERSONAL DATA

SYNERGY in Turf may disclose your personal data to any entity within the SYNERGY in Turf Group. SYNERGY in Turf will not sell, rent or disclose your personal data to any other parties.

SYNERGY in Turf may be compelled to disclose your personal data if requested to do so by any applicable law or regulation, or to answer to any request from a judicial or administrative authority.

SECURITY OF PERSONAL DATA COLLECTED

SYNERGY in Turf is committed to safeguarding and protecting your personal data and maintains appropriate technical and organizational measures to avoid improper or accidental disclosure, use, access, loss, modification or damage of your personal data.

SYNERGY in Turf implements secured data systems complying with industry standards. Only SYNERGY in Turf's employees who need to access your personal data to perform a specific task for one of the purposes defined above will access your personal data. Moreover, all SYNERGY in Turf's employees are bound by a confidentiality commitment.

DURATION OF STORAGE

SYNERGY in Turf will only retain your personal data for as long as necessary to fulfill the purpose for which it was collected, within the limits provided by applicable law and in compliance with legal and regulatory requirements, especially accounting requirements.

ACCESS TO YOUR PERSONAL DATA

As stated by the applicable law, you are entitled to request for access, rectification, deletion of your data or to object to the processing of your data, based on legitimate grounds, by sending an email to help@SYNERGYTurf.com.au

As requested by law, your request shall be signed and a photocopy of an identity document with your signature shall be attached. You shall also mention the address to which the answer should be sent.

COOKIES POLICY

During your visit of SYNERGYTurf.com.au, we may collect information through automated technologies, such as cookies, web beacons or action tags that may be stored by your web browser on your computer.

A cookie (small removable data file) enable our systems to recognize your device, register data related to the navigation of your computer on the Website (viewed pages, date and hour of connection, etc.) and to provide features. It also allows us to perform statistical analysis in order to improve the Website. Web beacons or action tag are used as mechanism to collect aggregate site visitation data.

WHAT TYPE OF COOKIES DO WE USE?

Necessary cookies

Those are cookies necessary for the Website to function properly. Those cookies aim at for example:

- Saving information used for navigation on the Website,
- Recording identification details when a user is accessing account pages and other pages which require unique and secure access,
- Saving products in the shopping cart,
- Securing online payments.

Analytics cookies, web beacons, action tag

Those are devices collecting information to provide insights on what users do when they visit the Website or when receiving emails campaigns. They enable to:

- Provide statistics on the visits of the Website: numbers of visitors, views of the different pages, time spent on the different pages, user browsing habits,
- Improve the Website by proposing tailored content and customized information,
- Understand how people engage with our emails campaign: time the email is opened, etc....

HOW TO DISABLE COOKIES?

The Website settings inform you in advance whenever cookies are set and you have the opportunity to refuse cookies. Please note that refusal of cookies may lead to technical restrictions in functionality in certain cases.

The help menu of most browsers will detail you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the web site of its manufacturer.

REFUND, RETURN & REPAIR POLICY

This Refund, Return and Repair Policy is applicable to purchases made from SYNERGY in Turf and their registered online web stores.

We recommend you read our Refund, Return and Repairs Policy prior to making a purchase online from www.SYNERGYTurf.com.au so you are familiar with our policy on refunds, returns and repairs and your rights under the Australian Consumer Law.

We also recommend you immediately inspect any goods that we deliver to you or that you collect, to ensure you are completely satisfied with the goods, including that the goods are of acceptable quality, and match the description we have provided to you.

CHANGE OF MIND

Please choose carefully as refunds are not normally provided where you have simply changed your mind, made a wrong selection or simply found the goods cheaper elsewhere. We recommend you carefully preview any orders before adding them to your shopping cart and proceeding with your order.

CONSUMER GUARANTEES AND YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW

Refer to Consumer Guarantees for more information.

GOODS DAMAGED IN TRANSIT

Unfortunately, it can happen that items are occasionally damaged in transit.

You should refuse to sign acceptance of the delivery from the courier if the SYNERGY in turf rolls or associated products arrive and the packaging or the product itself is clearly and significantly damaged. Contact Customer Support on 1300 796 100 immediately and supply us with any photos or a video If you are able.

Our Customer Support team will contact our delivery partners and suppliers to ensure our service and the quality of packaging is improved.

If you notice that your SYNERGY in turf rolls or associated products are damaged after it has been delivered to you, please take photos or video clearly showing the damage and let us know within 5 business days of receiving your delivery.

Our Customer Support team will offer you an arrangement dependent on your circumstances. This may include:

- Arrange for the SYNERGY in turf rolls or associated products to be returned to our nearest depot

- Replace the SYNERGY in turf rolls or associated products (subject to availability)
- Exchange the SYNERGY in turf rolls or associated products (if exchange is for an item of lesser value you will be issued with a credit and alternatively, we can request an additional payment if selected item is of a higher value)
- Repair the SYNERGY in turf rolls or associated products
- Offer reasonable discount on the SYNERGY in turf rolls or associated products to be accepted (subject to provision of suitable evidence [photo/video] as requested to make informed settlement decision – up to 1 week)
- Offer a full refund (subject to inspection at nearest depot – up to 4-6 weeks)

If we require you to return the product to us, we will pay the cost of the return.

WRONG ITEM DELIVERED

Very occasionally we may accidentally dispatch the wrong product to you. If the product you receive does not match the item you ordered, let us know within 5 business days of receiving your delivery. We will offer to send you the correct item and arrange for the pick-up and return of the incorrectly dispatched item at no cost to you.

FAULTS AND WARRANTY CLAIMS

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.

If your goods have a major failure or are found to be not of acceptable quality then you are entitled to a refund or a replacement (as the case may be) provided that the faulty or damaged goods are returned to us within 5 days of you receiving the goods.

If your custom size SYNERGY in Turf turf arrives and is faulty or has been damaged during manufacturing, please take photos or video clearly illustrating the problem and contact our Customer Service Team on 1300 796 100 within 5 business days of receiving your delivery.

Our Customer Support team will offer you an arrangement dependent on your circumstances. This may include:

- Replace the product (subject to the original range and size ordered)
- Offer a full refund (subject to inspection at our nearest Depot – up to 4-6 weeks)

This Faults and Warranties policy does not cover:

- Daily wear and tear
- Improper or abnormal use
- Wear and tear from improper/lack of maintenance and/or care
- Damage to external or product packaging only
- Your own handling and transportation of goods
- Insignificant minor variations in colour or dimensions
- Insignificant superficial blemishes or minor imperfections

Please note that when shopping online items on the site, and in particular synthetic turf, these may appear differently on screen than they appear in real life. This may be caused by your screen settings or the settings that were used in the production of the original image.

Colours and textures are often difficult to see and judge online with 100% accuracy, hence there could be variation with the product in real life. Please be aware of this and take it into account when you are reviewing your order.

DELIVERY INFORMATION

We want your products to arrive quickly and efficiently as possible, on time and in good condition at the best shipping rate we can offer. Shipping charges are calculated based on the product size and cross-referenced with your postcode and delivery address. Estimated shipping charges are from our Sydney Distribution Centre.

Delivery costs for individual products can be viewed by entering your postcode in the “calculate delivery” box seen on each product page. The final shipping charge for your order will be shown once your postcode is entered during the checkout process.

For custom orders e.g.; Cut Lengths, Custom Made we attempt to provide your ‘Goods Ready Date’ [GRD] within 24hrs from placement.

We attempt to dispatch your order within 24hrs from placement. Depending on your location, delivery of your order may take 2-10 working days, so if the goods are required for a specific day or event, please ensure you place your order well in advance to ensure the goods arrive in time. The estimated delivery times are in business days (Monday through Friday) excluding Public holidays.

Destination	Standard
Sydney Metro	2-3 Business Days
Melbourne, Brisbane, Canberra, Gold Coast	2-5 Business Days
Regional and Rural NSW	2-5 Business Days
Adelaide	3-4 Business Days
Perth	4-6 Business Days
Regional and Rural VIC	3-4 Business Days
Regional Queensland	4-6 Business Days
Tasmania	6-8 Business Days
Rural Queensland and South Australia	4-5 Business Days
Western Australia	7-10 Business Days
Northern Territory	6-10 Business Days

Once your order is dispatched, we will email you the tracking number that can be traced by visiting our shipping partners website.



The special instructions box on the delivery page of the checkout is used for any instructions to help make it easier for the driver to make the delivery of your order for e.g.

- “Contact Name & Phone Number” [you will be contacted on the scheduled day of delivery]
- "Last house at end of driveway"
- "Office hours 9-5"
- “No truck access”

Drivers are unable to grant specific requests such as "Deliver between 1-2pm".

SYNERGY in Turf cannot be held responsible if your instructions are not followed. Customers who give authority for their order to be left unattended at their delivery address will only be replaced if the order is proven lost in transit by our delivery company. SYNERGY in Turf accepts no responsibility for lost or stolen goods, once the courier has delivered your item and left it as per your request.

In addition, SYNERGY in Turf accepts no responsibility should the driver not adhere to the instructions offered. This is at the delivery driver’s discretion.

Check all items have been delivered before signing. If for example two out of the five items only have been delivered, please sign accordingly for two out of five, this can be written on the con-note above your signature. DO NOT refuse delivery; the rest of your items will be on their way; they may have just been delayed at one of the shipping partners transport hubs. If this occurs please call our customer service team who will lodge an enquiry with the shipping partner to follow-up on your missing items and have these delivered as quickly as possible.

GOODS DAMAGED IN TRANSIT

Unfortunately, it can happen that items are occasionally damaged in transit.

You should refuse to sign acceptance of the delivery from the courier if the SYNERGY in turf rolls or associated products arrive and the packaging or the product itself is clearly and significantly damaged. Contact Customer Support 1300 796 200 immediately and supply us with any photos or a video if you are able.

Our Customer Support team will contact our delivery partners and suppliers to ensure our service and the quality of packaging is improved.

If you notice that your SYNERGY in turf rolls or associated products are damaged after it has been delivered to you, please take photos or video clearly showing the damage and let us know within 5 business days of receiving your delivery.

Our Customer Support team will offer you an arrangement dependent on your circumstances. This may include:

- Arrange for the SYNERGY in turf rolls or associated products to be returned to our nearest depot
- Replace the SYNERGY in turf rolls or associated products (subject to availability)
- Exchange the SYNERGY in turf rolls or associated products (if exchange is for an item of lesser value you will be issued with a credit and alternatively, we can request an additional payment if selected item is of a higher value)
- Repair the SYNERGY in turf rolls or associated products
- Offer reasonable discount on the SYNERGY in turf rolls or associated products to be accepted (subject to provision of suitable evidence [photo/video] as requested to make informed settlement decision – up to 1 week)
- Offer a full refund (subject to inspection at nearest depot – up to 4-6 weeks)

If we require you to return the product to us, we will pay the cost of the return.

WRONG ITEM DELIVERED

Very occasionally we may accidentally despatch the wrong product to you. If the product you receive does not match the item you ordered, let us know within 5 business days of receiving your delivery. We will offer to send you the correct item and arrange for the pick-up and return of the incorrectly despatched item at no cost to you.

MAINTENANCE GUIDE

Artificial turf needs to be maintained on a regular basis to look and perform at an optimum level. There is a perception that artificial turf is maintenance free, but the reality is it requires less maintenance than natural turf lawns.

A crucial tip for maintaining your synthetic turf lawn is to do a little, often, rather than neglecting the lawn for a few months and being faced with a major maintenance program to restore your synthetic turf lawn to its optimum condition.

SETTLEMENT | It will take 2-3 months for your new synthetic turf lawn to settle and reach its optimum condition. During this period the infill materials penetrate the fibre pile and settle into the turf structure. Light grooming using a medium soft bristle brush on a regular basis will help the pile remain upright, aid infill settlement and promote the life of the installation.

BRUSHING | The main reason for brushing is to stimulate the top fibres of your synthetic turf lawn, aiding them to remain vertical. We recommend light brushing at least once every month and actioned in a number of alternate directions.

Some infill may appear on the top of your synthetic turf lawn from time to time, but this only requires light brushing to restore it to the turf structure.



DEBRIS | Debris should be removed from your synthetic turf lawn on a regular basis to prevent organic matter building up in the turf structure. We recommend debris removal at least once every week and can be actioned with leaf rake & shovel, leaf collecting device such as Aussie Clean Sweep or

mechanical blower. Debris build-up may affect the drainage capabilities of your synthetic turf system and encourage weed growth.



ANIMAL FAECES | Animal faeces should be removed manually from your synthetic turf lawn as soon as you find it and the area washed down with a warm soapy solution such as household washing up liquid. The faeces will not damage your synthetic turf lawn but will work its way into the synthetic turf structure. The longer it is left the harder it will be to clean out.

TREATMENT | If you follow the foregoing recommendation for debris removal you will dramatically reduce the chances of moss/algae and weeds forming on / in your synthetic turf lawn. We recommend moss / weed killing should take place once a year with water-based systematic weed killer:

⇒ **Weeds:** Simazine: is a herbicide of the triazine class. The compound is used to control broad leaf weeds and annual grasses.

⇒ **Moss/Algae:** Wet & Forget: It has a unique combination of biodegradable selective surfactants for moss removal, mould removal and gunge removal on any exterior surface. Please remember to remove all dead matter including roots and sweep debris out of the turf structure.


STAIN REMOVAL | Most stains can be removed from your synthetic turf lawn with warm soapy water, household grade detergent such as washing up liquid, and "elbow grease"!!!


Heavy oil marks are removed using mineral spirits and a cloth; remembering to wash down the cleaned area with water to dilute the spirit residue.


BURNS | For superficial burns in your synthetic turf lawn, carefully clip the pile with scissors just below the blackened or melted tips. For large deep burns you may need to replace that section of synthetic turf lawn therefore we recommend that you contact your local installer for professional care.

VEHICLES | Only light vehicles under 1-ton, fitted with wide, low-pressure tyres (8 to 10psi) should be allowed on your synthetic turf lawn.

TAKE CARE | You should avoid using/taking the following items onto your synthetic turf lawn:

 **Glass, tin or ceramics** | *broken sharp objects can bury themselves into the turf structure and potentially cause injury or damage your synthetic turf lawn*

 **Cigarettes or hot works** | *although your synthetic turf lawn has a fire safety rating, open flames and hot items may melt the fibre pile*

 **Chewing gum** | *again this can be removed by freezing the gum and chipping it off the surface, but it is strongly recommended to avoid this situation*

SIT BACK AND RELAX!

