



Easigrass Terms and Conditions (“Terms and Conditions”)

United Arab Emirates distributors for Easigrass, The Platinum House Co LLC hereinafter referred to as “Easigrass”

Acceptance of any quotation or placing of an order implies that you have read and accepted our terms and conditions and that you understand the terms of the warranty.

Creases: Due to the molecular structure of the material it does crease when rolled. Creases will disappear within three months of the installation or supply. The grass is not classed as faulty if delivered or installed with creases. If Easigrass are installing the surface, Easigrass installers will over-stretch the grass and fix securely. The Creases will de-crease quite noticeably on a daily basis.

Seams: Easigrass endeavor to make all seams as invisible as possible. However, seams are occasionally visible due to the molecular structure of the material. This is unfortunately inevitable and can be influenced by a number of factors. Our warranty does not cover seam visibility.

Product Guarantee: All grasses we supply and install come with a six (6) year manufacturer’s guarantee, as in accordance to the warranty document provided by Easigrass (“Warranty”). The grass is designed to match the effects of real grass. Continued usage in a particular area will cause it to crush. In these instances we recommend regular brushing.

Defects liability period on base works Installation

Easigrass provide a defects liability period of 60 days from completion date of the installation. During this period Easigrass will return to remedy any problems directly related to the installation. If the issue is not directly related to the installation or outside of the defects liability period any return visits will be chargeable.

Maintenance: Grass required for sports or heavy-duty activities should be sand filled to avoid the pile crushing. Our grasses can be installed with or without sand but we recommend sand dressing. Although maintenance levels are low we recommend the following: Brush regularly to clear of debris and top up sand levels regularly. The grass itself rarely allows weeds to go through however seeds can germinate on the grass so maintenance of the surrounding areas is important; if this occurs a weed killer must be applied to the surface.

Irrigation: Please note that where you are replacing your existing landscaping (lawn or planting) within your property please ask your gardener or garden maintenance company to isolate and turn off the irrigation in the area concerned prior to our arrival. As part of our installation works we will then remove the irrigation in the concerned area and blank off the irrigation supply pipe at the nearest suitable location. Should your gardener or maintenance company be unable to turn off the irrigation in the said area we will do this on their behalf but **take no responsibility** for the irrigation system outside of the specific areas we are working on which has been installed by others. Easigrass will not be held responsible for any irrigation issues outside of the direct area we are working on. Easigrass agrees to remedy any irrigation issues in the direct area where we have been working for 30 days from the date of completion of works.

Regular Maintenance: It is essential that your artificial grass has a half yearly maintenance service to check the sand levels, seams, general condition and to brush the hairs upright again. Easigrass will not carry out any maintenance based on your purchase of the product. Easigrass maintenance services can be availed based on separate contract to be negotiated, agreed and executed between the Buyer and Easigrass. Failure to provide evidence of half yearly services will void the Warranty.

Colours: We send out the grass from the same batch to ensure there are no colour differentials therefore please be aware if you want to add more grass to an area at a later date there may be a slight colouration difference. We suggest you make the decision now and order all the grass from the same batch. Easigrass cannot be liable for any differences in colour for the same product if ordered separately. The colour of products may vary slightly from that shown on the website due to limitations of browser software and monitors.

Confidentiality: All confidential information, including credit card details are held securely and only transmitted in encrypted form. Customer details are not passed to third parties and are used only in accordance with the data protection act.

Indemnity: You agree to indemnify us against any claims, losses, liabilities, damages and expenses, including legal fees, arising out of your use of our products.

Application: These Terms and Conditions alone shall govern and be incorporated in every contract for the sale of products made by or on behalf of Easigrass with any customer (“the Buyer”). They shall apply in place of and prevail over any terms or conditions, (whether or not in conflict or inconsistent with these Terms and Conditions), contained or referred to in any documents submitted by the Buyer or in

correspondence or elsewhere implied by trade custom, practice or course of dealing unless specifically excluded or varied in writing by a director or other authorised representative of Easigrass and any purported provisions to the contrary are hereby excluded or extinguished. Acceptance by the Buyer of delivery of the products shall (without prejudice to any condition or any other manner in which acceptance of these Terms and Conditions may be evidenced) be deemed to constitute unqualified acceptance of the Terms and Conditions. If subsequent to any conditions of sale or purchase, such contract howsoever made shall be deemed to be subject of these Terms and Conditions.

Quotations and Acceptance: A quotation by Easigrass does not constitute an offer and Easigrass reserves the right to withdraw or revise the same at any time prior to Easigrass 's acceptance of the Buyers order. Any quotations shall in any event lapse unless Easigrass accepts an order from the Buyer within 30 days of the quotation. Easigrass's acceptance of the Buyer's order (including telephone orders) shall be effective only where such acceptance is made on Easigrass's printed order acceptance form. By placing the order to the Easigrass the Purchaser unconditionally agrees to the Terms and Conditions.

Prices: The prices payable for the products shall be those shown on the Easigrass's order acceptance form. Easigrass shall have the right at any time to revise prices to take into account inflation and/or increases in cost including (without limitation) costs of any products, materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and any variation in exchange rates. Ii. Unless otherwise specified vat and any other tax or duties payable by the Buyer shall be added to the price. Iii. When prices are quoted 'cif' or 'cif duty paid' or 'free delivered' to any delivery address outside the United Arab Emirates, then any increase in insurance, packing or freight costs or duties or taxes applicable to delivery of the products between acceptance of the Buyer's order and delivery (together with all costs of any trans-shipment and/or deviation of voyage) shall be paid by the Buyer.

Terms of Payment: Payment of invoices shall be made in full without any deduction or set-off in accordance with the terms stated on Easigrass 's order acceptance form and invoice. Easigrass reserves the right to suspend the provision of products to the Buyer where any amounts are overdue under any contract with the Buyer until all such amounts have been paid. Interest shall be payable on overdue accounts at the rate of 3% over the EIBOR rate from time to time to run from the due date for payment until receipt by Easigrass of the full amount. Any credit given by Easigrass to the Buyer may be withdrawn or limited at any time by Easigrass on such notice as Easigrass may think fit and consequently Easigrass may refuse to deliver all or part of the products other than against due receipt of the price in accordance with any contract to which these Terms and Conditions apply. All payments made by the Buyer to Easigrass shall be apportioned first to products which have been sold and delivered to the Buyer and then to products which remain in possession or under control of the Easigrass which are yet to be delivered to the Buyer.

Delivery: Delivery or dispatch dates mentioned in any quotation, order acceptance form or elsewhere are approximate only and not of any contractual effect and Easigrass shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date(s). Time for delivery shall not be of the essence of any contract to which these Terms and Conditions apply and shall not be made so by the service of any notice. All orders for products endorsed delivery as required or with no final completing date for deliveries are accepted on condition that Easigrass is given reasonable time to make the products and full delivery of the products is taken within 6 months of Easigrass's acceptance. Delivery will be on a 'delivered', 'fob' or 'ex works' basis as stated on the order acknowledgement form. In the case of a sale 'ex works' the Easigrass shall not be liable for any loss or damage caused by any incident occurring during transit from its premises. If the Buyer refuses or fails to take delivery of products tendered in accordance with the contract or fails to take action necessary on its part for delivery and/or shipment of the products Easigrass shall be entitled to terminate the contract with immediate effect, to dispose of the products as Easigrass may determine, and recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure (including without limitation storage costs from the due date of delivery). Unless otherwise expressly agreed by Easigrass, Easigrass may affect delivery in one or more installments. Where delivery is affected by installments each installment shall be treated as a separate contract.

Play equipment:

Whilst Easigrass can provide products that create a suitable critical fall height we will not be responsible for any issues relating to health and safety and will we not guarantee the safety of the installation or the play equipment. The installation of the play equipment is at the risk of the Buyer.

Whilst Easigrass is very hard wearing there can be excessive wear around children's play equipment. This is more than our recommended use and may result in quicker wear than normal. Under these circumstances Easigrass will not guarantee the grass for 6 years, as per our Warranty.

Risk and Insurance: Risk shall pass to Buyer on delivery. (i). Any property of the Buyer in or under Easigrass's possession or control and all property supplied to Easigrass on behalf of the Buyer shall be held by Easigrass at the Buyers risk. (ii). From time of the delivery until title of the products are in the possession of the Buyer, the Buyer shall insure the products for their full value with a reputable insurance office. Upon request, the Buyer shall use reasonable endeavors to get Easigrass's interest in the products noted on the insurance policy. Until title in the products passes to the Buyer the proceeds of any claim on such insurance policy shall be held on trust for Easigrass and shall forthwith account to Easigrass with such proceeds. Any products returned by the Buyer to Easigrass shall be at the Buyer's risk unless their return is at Easigrass 's request.

Supply only:

i) Approvals - All local approvals required before the shipment arrives, including approval from the Ministry of Environment, will be the responsibility of the Buyer.

ii) Cancellations and Returns - The products should be fully rolled out and inspected before use. Damaged, faulty or incorrect products must be reported to us immediately at the time of delivery, either by phone or email. Do not use or fit the products in anyway as you will be liable for the costs and if faulty you will be liable for keeping the faulty products.

We will only assess the products which are reported to be faulty by the Buyer immediately on receipt of the goods by the Buyer. After receiving such a report from the Buyer we shall conduct inspection from our side, any recourse will be in accordance to our Warranty.

Export Sales: In any case where the products are sold cif or fob or on the basis of any other international trade terms the meaning given to such terms in C.C inco terms (as revised from time to time) shall apply except where inconsistent with any of the provisions contained in these Terms and Conditions. Where products are sold CIF Easigrass has the option (at its sole discretion) of insuring under its floating and/or general policies. Where products are sold FOB, Easigrass (at its sole discretion) shall on the same basis insure the outward voyage if requested by and for the account of the Buyer. All charges for transportation and insurance shall be borne by the Buyer. Any transportation and insurance charges shall be payable upfront by the Buyer to Easigrass.

Title: Notwithstanding delivery and passing of risk. The products shall remain the property of Easigrass until such time as the Buyer shall have paid to Easigrass the agreed price (together with any accrued interest) and all other amounts owed by the Buyer to Easigrass, (i.) Until title in the products has passed to the Buyer, the Buyer shall be in possession of the products in a fiduciary capacity and shall: A) not part with possession of the products B) take proper care of the products and take reasonable steps to prevent any damage to or deterioration of them. C) keep the products free from any charge, lien or other encumbrance and store the products in such a way as to show clearly that they belong to Easigrass ; and D) notify Easigrass forthwith upon the happening of any events set out in condition (i) above. (ii). Easigrass reserves the right to repossess and resell the products to which it has retained title and any right the Buyer may have for possession of the products shall in any event cease. A) if any sum owed by the Buyer to Easigrass (whether in respect of the products or otherwise) is not paid to Easigrass by the dates it is due or; B) upon the happening of any events set out in condition (i) above (iv). The Buyer hereby grants an irrevocable right and license to Easigrass and its servants and agents to enter all or any of the Buyers premises with or without vehicles during normal business hours for the purpose of inspecting and/or repossessing products to which it has retained title. This right and license shall continue to subsist notwithstanding the termination for any reason of any contract which is subject to these Terms and Conditions and is without prejudice to any accrued rights of Easigrass under such contracts or otherwise products.

Variation in Quantity: Easigrass shall be deemed to have fulfilled its contractual obligations in respect of any delivery even though the quantity may be up to 10% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered. Weights and sizes of the products are taken on the average of the total amount of products dispatched. Weights are guaranteed only at the date of dispatch.

Third Party Rights The Buyer shall indemnify Easigrass against any and all liabilities, claims and costs incurred by or made against Easigrass as a direct or indirect result of the carrying out of any work required to be done on or to the products in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party (including without limitation the printing of any libelous or illegal matter on the products).

(i). In respect of export sales only, Easigrass shall have no liability to the Buyer in the event of the products infringing or being alleged to infringe the rights of any third party. In the event that the products are or may be subject of third party rights the Easigrass shall be obliged to transfer to the Buyer only such title as the Easigrass may have. In respect of all other sales, if at any time any allegation of infringement of letters patent, copyright or design rights is made in respect of the products or if the reasonable opinion such an allegation is likely to be made the Easigrass at its option and its own expense. A) modify or replace the products without detracting from overall performance thereof, so as to avoid the infringement; or B) procure for the Buyer the rights to continue to use the products; or C) repurchase the products at the price paid by the Buyer less depreciation at such rate as is applied by Easigrass to its own equipment. (ii) The Buyer shall notify Easigrass forthwith of any claims made or action brought or threatened alleging infringement of the rights of any third party. Easigrass shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall have control over and shall conduct any such proceedings in such manner as per Easigrass's instruction. The Buyer shall provide all such reasonable assistance as Easigrass may request.

Liability The Buyer shall inspect the products immediately upon delivery, the Easigrass shall not be liable to the Buyer. A) for non-delivery unless a written claim is received by Easigrass within (7) seven days from the date of Easigrass's invoice (or 14 days from such date in respect of export sales). B) for shortages in quantity delivered in excess of those permitted by this Terms and Conditions unless the Buyer notifies Easigrass of any claim for short deliver within (7) seven days of receipt of the products or (14 days from such date in respect of export sale). C) for damage or to loss of the products or any part of them in transit (where the products are carried by Easigrass's own transport or by a carrier on behalf of Easigrass) unless the Buyer shall notify Easigrass of any such claim within (1) one day of receipt of the products or the scheduled date of delivery whichever shall be the earlier (or (7) seven days from such date in respect of export sales). D) for the defects in the products caused by fair wear and tear, abnormal or unsuitable conditions of storage or use if any act, neglect or default of the Buyer or of any third party. E) for other defects in the products unless notified to Easigrass as mentioned hereinabove. Where liability is accepted by Easigrass, Easigrass's only obligation shall be (at its sole discretion) to make good any shortage or non-delivery and/or as appropriate to replace or repair any products found to be damaged or defective and/or to refund the costs of such products to the Buyer, as per the Warranty. Easigrass shall not be liable for any loss, damage or liability of any or whatsoever kind suffered by any Buyer and/or third party directly or indirectly caused by repairs or remedial work carried out with or without Easigrass's prior written approval and the Buyer shall indemnify Easigrass against any and all claims and costs arising out of such claims to the extent that such repairs or remedial work have been performed by the Buyer or its agents. Easigrass's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the cost of the defective, damaged or undelivered products which give rise to such liability as determined by net price invoiced to the Buyer in respect of any occurrence or series of occurrences. Subject to this condition; A) all conditions, warranties and representations expressed or implied by statute, law or otherwise in relation to the products are hereby excluded; B) Easigrass shall be under no liability to the Buyer for any loss, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise howsoever arising (and whether or not caused by the negligence of the Easigrass , its employees or agents). C) Easigrass shall have no liability for any indirect or consequential losses or expenses suffered by the Buyer, howsoever caused, and including without limitation, loss of anticipated profits. Goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims, the Buyer shall fully indemnify Easigrass from all third party claims.

Specifications and Confidentiality: Unless expressly agreed in writing by Easigrass all drawings, designs, specifications and particulars or weights and dimensions submitted by Easigrass are approximate only and the Easigrass shall have no liability in respect of any deviation

from them. Easigrass accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by Easigrass and Easigrass shall be indemnified by the Buyer of any liabilities and expenses incurred by Easigrass arising from them. Corrections to products required by the Buyer following inspection and approval of proofs by the Buyer shall be at the Buyer's expense and will be charged for separately. (i). All drawings, designs, specifications and information submitted by Easigrass shall be treated as confidential and shall not be disclosed to any third party without Easigrass's written consent or used by the Buyer other than for the purpose authorised by Easigrass.

Licenses and Consents: If any license or consent by any government or other authority shall be required for the acquisition, carriage or use of the products by the Buyer the Buyer shall obtain the same at its own expense and if requested produce evidence of the same to Easigrass on demand. Failure to obtain any license or consent shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by Easigrass resulting from such failure shall be for the Buyer's account.

Force Majeure: Easigrass shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of products by Easigrass being prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstance or events beyond the Easigrass'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 products or of raw materials by Easigrass's normal source of supply of manufacture or the products by Easigrass's normal means of delivery of the products by the Easigrass's normal route or means of delivery. In force majeure circumstances Easigrass may in its sole discretion terminate any contract for the supply of products pursuant to these conditions or cancel delivery of products to the Buyer or may, with the agreement of the Buyer, deliver the products at an agreed rate of delivery commencing after any suspension of deliveries. If due to force majeure circumstances Easigrass has insufficient stocks to meet all its commitments Easigrass may apportion available stocks between its customers at its sole discretion.

Samples and Equipment: Any samples or trade cards supplied to the Buyer are supplied solely for information and in no way import any express or implied conditions or warranties as to quality, description, fitness for purpose or merchantable quality and the Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the products. Any equipment supplied to the Buyer by Easigrass in connection with the delivery of the products shall remain Easigrass's property notwithstanding any contribution made towards its cost by the Buyer.

Termination: If the Buyer (being an individual) enters into a voluntary arrangement or if a petition is presented for the making of a bankruptcy order against him or if he compounds with his creditors or if (being a company) an application for an order made or a resolution is passed for the winding-up of the Buyer (otherwise than for the purpose of amalgamation or reconstruction previously approved in writing by Easigrass) or if a meeting is called to approve the appointment of a liquidator to the Buyer or if a petition is presented to the court for the appointment of a liquidator to the Buyer or a receiver, manager, administrative receiver or an administrator is appointed or a petition is presented to the court for the appointment of an administrator to the Buyer or over any part of the Buyer's undertaking or if circumstances arise which may entitle the court or a creditor of the Buyer to appoint a receiver, manager, administrative receiver or administrator or which might entitle the court to make a winding-up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits a breach of any contract between Easigrass and the Buyer, Easigrass may without prejudice to any of its other rights stop any products in transit and/or by notice in writing to the Buyer terminate the contract with the Buyer. Upon any termination of the contracts any indebtedness of the Buyer to Easigrass shall become immediately due and payable and Easigrass shall be relieved from any further obligations to supply any products to the Buyer pursuant to such contracts.

Assignment: None of the rights or obligations of Buyer under these Terms and Conditions may be assigned or transferred in whole or in part without the prior written consent of Easigrass.

Health and Safety at Work etc: The Buyer agrees to pay due regard to any information supplied by Easigrass and relating to the use for which the products are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work and the Buyer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonable practicable the products will be safe and without risks to health at all times as are mentioned above.

Heat: Artificial grass is a synthetic surface therefore it does not have the self-cooling properties of natural grass. In areas such as the Middle East where there are long periods of sustained direct sunlight and a high ambient temperature the grass can become hot. In the summer months it can become too hot to walk on with bare feet. The Buyer acknowledges they have been made aware of this and shall indemnify Easigrass against any and all liabilities, claims and costs incurred by or made against Easigrass in relation to the heat.

Deformation: Artificial grass will not change its shape in natural sunlight. In very rare cases where there is a reflective surface for example a mirror, reflective metal object or angled pane of glass sunlight can be magnified many times. If the magnified rays remain in one place for a period of time this can cause extreme temperatures to be focused on that area and melting of the artificial grass can occur. The Buyer acknowledges they have been made aware of this and shall indemnify Easigrass against any and all liabilities, claims and costs incurred by or made against Easigrass in relation to these cases.

Pets and Smells - Careful consideration must be taken when choosing artificial grass if you keep animals (pets). Just like a normal household carpet artificial grass will become dirty if not cleaned regularly under normal circumstances. If you keep animals you must ensure to wash and rinse the grass every time the animal urinates or defecates on the grass. Failure to do so will result in the grass carpet smelling very bad and eventually rotting. You must remove any defecates immediately and rinse the area where they have urinated/defecated thoroughly. Failure to do so would nullify the Warranty of the product.

Consumption - Artificial grass is a product derived from hydrocarbons and therefore if it is ingested it can be harmful. It is not suitable for consumption. If your animal makes a habit of biting, chewing or eating the grass we advise that you take necessary action immediately before any harm is done to your animal. Easigrass will not be held responsible for any repercussions whatsoever happens due to the

consumption of the grass. The Buyer shall fully indemnify Easigrass from any claim whatsoever arising due to the consumption of the grass.

Lien: Easigrass shall be entitled to general lien on all products and property owned by the Buyer in Easigrass's possession (although the Buyer may have paid for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any products sold and delivered to the Buyer under any contract. Easigrass shall be entitled to offset any sum or sums owing to it from the Buyer against any sums owed to the Buyer from Easigrass.

Headings: The headings of these conditions do not form part of the conditions and shall not affect their interpretation.

Severability: If any of these conditions is held to be invalid, illegal or unenforceable in any respect whether in whole or in part such invalidity, illegality, unenforceability shall not prejudice the effectiveness of the rest of these conditions or the remainder of the any part of a condition effected. In that instance, the Easigrass shall be entitled to replace the invalid or non-binding part with provisions that are valid and binding and in accordance to the Terms and Conditions mentioned herein with.

Warranty: Before you purchase any Easigrass product or service you should read the terms of the warranty. Acceptance of any Easigrass quotation, whether written or verbal, will be deemed as acknowledgement that you have read the warranty which can be found on our website.

Waiver: Failure by Easigrass to exercise or enforce any rights under any contract subject to these Terms and Conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time thereafter.

Notices: Any notice thereafter shall be in writing and be deemed to have been duly given if delivered personally or sent by prepaid courier post or fax to the party concerned at its last known address. Notices delivered personally shall be deemed to have been given when delivered, notice sent by post shall be deemed to have been given seven days after dispatch (fourteen days if given by airmail) and notices sent by fax shall be deemed to have been given on the date of dispatch, as evidenced by fax transmission receipt.

Governing Law: Any contract to which these condition apply shall be governed and construed in accordance with the laws of Dubai, UAE and parties hereby submit to the exclusive jurisdiction of Dubai Courts.

Non receipt of payment: In the event that we do not receive payment as detailed above we reserve the right to stop work. Any products supplied by Easigrass remain the property of Easigrass until the customer has paid in full.

Water and electricity: Water and electricity are not included in this quotation and are deemed to be provided by the client.

Bank transfers: Bank transfer charges will be paid in full by the client

Any dispute arising out of or in connection with this contract, including any questions regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre. This contract shall be governed by and construed in accordance with the law of Dubai.

By accepting a quote from Easigrass, the Buyer acknowledges and agrees to the Terms and Conditions set out herein and has agreed to the warranty terms which can be found on our website: