



Schutz Landscape Pty Ltd

RETURNS, REFUNDS & CHANGE OF MIND POLICY

Schutz Landscape Pty Ltd supplies greenlife, bulk landscape materials, pots, pavers, stone, garden products and associated landscaping products. This policy explains our requirements for change-of-mind returns, product inspection, deliveries, damaged or defective products and product variations. It should be read subject to the Australian Consumer Law.

1. Products Covered by this Policy

This policy applies to products sold by Schutz Landscape Pty Ltd, including but not limited to:

- Greenlife, plants and turf
- Soils, sands, mulches, composts and other bulk materials
- Gravels, pebbles, granite, aggregates, decorative stone and rock
- Pavers, stepping stones and retaining wall products
- Pots, planters, garden features and ornaments
- Bagged products and garden supplies
- Other retail and landscaping merchandise

2. Change of Mind

Schutz Landscape Pty Ltd does not provide refunds, returns, exchanges or credits for change of mind, incorrect selection, over-ordering or where a customer later decides that a product is unsuitable for their project.

Customers are responsible for confirming product type, colour, style, quantity, measurements and suitability before purchase.

3. Greenlife, Plants & Turf

There are no returns or exchanges on greenlife, plants or turf for change of mind. Customers must inspect greenlife before accepting or collecting it and satisfy themselves as to its condition, size, appearance and suitability.

Once greenlife has left our premises or has been delivered, Schutz Landscape Pty Ltd cannot control transportation, storage, planting, watering, maintenance or environmental conditions. Damage caused after collection or delivery by incorrect handling, planting, watering, maintenance or environmental conditions is not considered a product defect.

4. Natural Products & Product Variation

Many landscape products are natural materials. Soils, sands, mulches, gravels, pebbles, granite, aggregates, stone, rock and similar products may vary between loads, quarries, seasons and batches.

Variations may include:

- colour and shade
- texture and finish
- particle or stone size
- moisture content
- composition and natural markings
- overall appearance

Photographs, samples and previously purchased material are indicative only. An exact match to an existing product or previous purchase cannot be guaranteed. Products may appear darker when wet and may change in appearance as they dry, weather, settle or are exposed to sunlight. Reasonable natural variation is not, by itself, considered a product fault.

5. Pots, Pavers, Stone & Manufactured Products

Customers must inspect pots, pavers, stepping stones, retaining wall products, stone, garden features and similar products before accepting delivery or collection and before installation or use.

Reasonable variations in colour, shade, texture, finish, dimensions, pattern and appearance may occur between products and manufacturing batches. Natural stone may contain natural markings, veins and colour variations. Where colour or consistency is important, customers should purchase sufficient quantities from the same batch wherever possible.

Visible issues should be raised before installation or use. Installation or use of a product will generally indicate acceptance of its visible appearance and characteristics, subject always to rights that cannot be excluded under Australian Consumer Law.

6. Customer Inspection Before Purchase or Delivery

Where possible, customers should inspect products at our premises before ordering, particularly where colour, shade, texture, size or appearance is important. Customers ordering by telephone, email or other remote means without inspecting the product in person acknowledge that natural and batch variations may occur.

7. Inspection at Delivery

Customers must inspect their order before accepting delivery and, for bulk materials, before authorising the product to be unloaded wherever reasonably possible.

The customer should check that:

- the product supplied is the product ordered
- the quantity appears consistent with the order
- the product is acceptable in visible appearance and condition
- the nominated unloading location is correct

If the customer believes an incorrect, damaged or defective product has been delivered, they should advise our driver before unloading wherever reasonably possible. Acceptance or unloading does not remove any statutory rights the customer may have under Australian Consumer Law.

8. Bulk Materials After Unloading

Due to handling, contamination and transport considerations, bulk landscape materials generally cannot be returned once tipped or unloaded for change-of-mind or selection reasons.

This includes material that has been:

- tipped or unloaded onto a property
- spread, blended or mixed
- moved from the original delivery location
- incorporated into existing material
- used in landscaping or construction works

This does not limit remedies that may be available for faulty or incorrectly supplied products under Australian Consumer Law.

9. Delivery Location & Access

The customer is responsible for providing a safe and suitable location for delivery. Where the customer or their representative directs our driver to tip or unload material in a particular location, Schutz Landscape Pty Ltd is not responsible for the cost of relocating the product after delivery.

Our drivers may refuse to enter or unload in an area they reasonably consider unsafe, inaccessible or likely to cause damage to the vehicle, property or surrounding area.

10. Quantities & Customer Measurements

Customers are responsible for calculating the quantity of product required. Any quantity calculation or estimate provided by Schutz Landscape Pty Ltd is a guide only and may rely on measurements or information supplied by the customer. We do not provide change-of-mind refunds for excess product caused by over-ordering or incorrect measurements.

11. Damaged, Defective or Incorrect Products

If a customer believes a product is damaged, defective or materially different from the product ordered, they should notify Schutz Landscape Pty Ltd as soon as reasonably possible after becoming aware of the issue.

Customers should provide, where available:

- proof of purchase or order details
- photographs clearly showing the product and issue
- a description of the damage, defect or incorrect supply
- photographs taken before the product is installed, planted, spread, mixed, altered or used

Where possible, the product should not be installed, planted, spread, mixed, altered or used until Schutz Landscape Pty Ltd has had an opportunity to assess the issue. We reserve the right to inspect or assess the product before determining the appropriate remedy.

12. Replacement, Exchange, Refund or Other Remedy

Where a product is confirmed as damaged, defective or incorrectly supplied and a suitable replacement is available in stock, Schutz Landscape Pty Ltd may offer a replacement or exchange where that remedy is appropriate.

If the same product is unavailable, we may offer a suitable alternative with the customer's agreement. Where a suitable replacement or exchange is unavailable, we will assess the circumstances and determine whether a refund, credit or other remedy is applicable.

Where Australian Consumer Law gives the customer the right to choose a particular remedy, including in circumstances involving a major failure, that statutory right will apply.

13. What is Not Generally Considered a Defect

- Natural variations in colour, shade, texture, size or appearance
- Reasonable batch-to-batch or manufacturing variations
- A natural product appearing darker or different when wet
- Natural markings, veins or characteristics in stone
- Normal manufacturing tolerances in pavers and similar products
- Damage caused after collection or delivery
- Damage caused by incorrect storage, handling, installation or use
- Damage to greenlife caused by watering, planting, maintenance, weather or environmental conditions
- Incorrect quantities ordered by the customer
- Change of mind or incorrect product selection

14. Australian Consumer Law

Nothing in this policy is intended to exclude, restrict or modify any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law. Where a customer is entitled to a remedy under Australian Consumer Law, Schutz Landscape Pty Ltd will comply with those obligations.

Customer Notice - Quotes, Invoices & Delivery Dockets

IMPORTANT - PLEASE CHECK YOUR ORDER

Customers are responsible for checking products before collection or, for deliveries, before authorising unloading wherever reasonably possible. No refunds or exchanges are provided for change of mind. No change-of-mind returns or exchanges will be accepted.

Natural products may vary in colour, shade, texture, size, moisture and appearance between batches. Samples and photographs are indicative only. Bulk materials generally cannot be returned once tipped, spread or mixed for change-of-mind or selection reasons. Pots, pavers, stone and other products should be inspected before installation or use.

Damaged, defective or incorrectly supplied products should be reported as soon as reasonably possible. Where appropriate and stock is available, replacement or exchange may be offered. If a suitable replacement is unavailable, Schutz Landscape Pty Ltd will assess whether a refund, credit or other remedy is applicable. All sales remain subject to rights under Australian Consumer Law.