

## PURCHASE TERMS AND CONDITIONS

### SOILTEX® / MULTICO®

Thank you for considering SOILTEX® or MULTICO® for your arena, round yard or other equestrian working surface. Capricorn (Australia) Pty Ltd has proudly supplied SOILTEX® throughout Australia since 2000. During this time, our products have been used in more than 420 equestrian surfaces, including arenas, round yards and other surfaces.

### Product Information

SOILTEX® and MULTICO® are supplied in individual compressed bales.

Each bale weighs approximately 320kg and measures approximately 1.1m x 1.1m x 0.8m.

As a guide, a standard 20m x 60m arena generally requires:

- SOILTEX®: 8 bales, based on approximately 2kg per square metre
- MULTICO®: 12 bales, based on approximately 3kg per square metre

Actual quantities may vary depending on the intended use, riding discipline and desired surface performance.

### Product Manufacture and Variation

SOILTEX® and MULTICO® are manufactured in Europe using recycled materials and are supplied in Australia through Capricorn (Australia) Pty Ltd.

As with all recycled products and by-products, minor variations in colour, texture, fibre length and overall appearance may occur between production batches. These variations are normal and do not affect the intended use of the product. For SOILTEX®, the ratio of felt pieces and fibre threads remains consistent between production batches.

### Sand Requirements

SOILTEX® and MULTICO® are recommended for use in conjunction with suitable sand.

Capricorn (Australia) Pty Ltd recommends:

- fine, angular sand;
- installed to an average compacted depth of 75–80mm;
- consistent depth across the entire riding surface;
- sand to be well rolled and compacted prior to installation of the fibre.

If supplying your own sand, we recommend it be screened to remove oversized particles before installation.

The purchase of sand is the responsibility of the purchaser and is arranged directly with the chosen quarry or supplier.

Capricorn (Australia) Pty Ltd can provide recommended sand specifications upon request; however, we do not sell or warrant sand supplied by third parties.

### Installation

For best results, spread the product manually and evenly over the entire surface.

Following irrigation, blend the product into the top 50mm of the sand profile.

Please refer to the SOILTEX® / MULTICO® Installation Instructions for detailed installation information.

The sand and fibre blend is designed to improve stability, cushioning and moisture retention within the riding surface.

### Initial Surface Performance

It is common for the surface to initially feel deep or loose following installation.

This will generally improve with irrigation, rolling and use of the surface, as the fibres require time to bind with the sand.

### Surface Maintenance

For best long-term performance, the surface should be maintained regularly and consistently:

- kept moist by natural or artificial means where practical;
- groomed using suitable arena maintenance equipment;
- rolled when required to maintain firmness;
- maintained regularly and consistently.

Care should be taken when using machinery fitted with deep tines, as excessive cultivation may cause fibres to become loose, fluffy or rise to the surface.

Should the surface dry out and fibres rise to the top, the surface may need to be irrigated and re-blended into the top 50mm of sand.

### Performance Disclaimer

The performance of SOILTEX® and MULTICO® depends on many factors outside the control of Capricorn (Australia) Pty Ltd, including but not limited to:

- sand quality and grading;
- base construction and drainage;
- installation methods;
- irrigation practices;
- ongoing maintenance;
- weather conditions;
- riding discipline;
- frequency of use

Accordingly, Capricorn (Australia) Pty Ltd cannot guarantee the performance or suitability of the product for any particular application.

SOILTEX® and MULTICO® are designed to improve suitable riding surfaces. They are not intended to:

- create an “all-weather” arena;
- compensate for poor quality or unsuitable sand;
- correct drainage or base construction issues;
- eliminate the need for irrigation or regular maintenance;
- fix existing issues with an arena or riding surface.

As Capricorn (Australia) Pty Ltd has no control over the material the product is added to, how it is installed, or the ongoing care and maintenance of the surface, no warranty is provided in respect of performance or suitability for a purchaser’s particular needs, except as required by law.

### **Orders, Payment and Stock Allocation**

Quotations remain valid for the period stated on the quotation.

Product availability is subject to stock on hand.

Product allocation is confirmed only upon receipt of the required payment. Capricorn (Australia) Pty Ltd is unable to reserve or hold stock without payment.

Unless otherwise agreed in writing, full payment is required prior to dispatch.

Ownership of the goods remains with Capricorn (Australia) Pty Ltd until payment has been received in full.

### **Returns**

Due to the nature of the product, returns or exchanges cannot be accepted once goods have been dispatched unless:

- incorrect goods have been supplied;
- the goods are faulty; or
- a remedy is required under the Australian Consumer Law.

### **Freight**

Capricorn (Australia) Pty Ltd is pleased to arrange freight on behalf of customers using independent transport companies. Capricorn (Australia) Pty Ltd will obtain the most cost-effective freight option available from our preferred transport providers.

Freight charges are based on the carrier’s charges plus a freight administration and coordination fee.

Freight will be invoiced separately unless otherwise stated.

Whilst every effort is made to ensure safe delivery, Capricorn (Australia) Pty Ltd accepts no responsibility for delays, loss or damage occurring during transport.

Risk in the goods passes to the purchaser upon collection by, or dispatch with, the nominated freight carrier.

Any freight damage or shortages must be noted on the carrier’s delivery documentation and reported to both the freight carrier and Capricorn (Australia) Pty Ltd within 48 hours of delivery.

Suitable unloading equipment, including a forklift or equivalent, must be available at the delivery location unless otherwise agreed.

### **Warranty and Limitation of Liability**

Except as required under the Australian Consumer Law, Capricorn (Australia) Pty Ltd provides no warranty, express or implied, regarding the performance or suitability of SOILTEX® or MULTICO® where installation materials, installation methods, sand quality, drainage, base construction or maintenance practices are outside our control.

To the maximum extent permitted by law, Capricorn (Australia) Pty Ltd shall not be liable for any indirect, consequential or economic loss arising from the purchase, installation or use of the products.

Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law.

### **Acceptance of Terms**

These Purchase Terms and Conditions form part of every quotation, order and sale supplied by Capricorn (Australia) Pty Ltd.

Acceptance of a quotation, placement of an order, payment of a deposit, payment of an invoice, whether in full or in part, or acceptance of delivery constitutes the purchaser’s acknowledgement that they have read, understood and agreed to these Purchase Terms and Conditions.

These Terms and Conditions may be updated from **time to time**. **The version current at the date of quotation or order shall apply to that transaction.**