

## Plunge Pools Direct Warranty Against Defects Conditions

The following warranties are offered by Neilsen Industries Australia Pty Ltd trading as Plunge Pools Direct ABN 29 608 145 482 ("Plunge Pools Direct"). These warranties are applied subject to the following terms and conditions, including but not limited to the exclusions listed, any compulsory statutory warranties which may apply to our products and referred to in the Australian Consumer Law, and in addition to any warranties provided by external suppliers:

1. Warranty:

**(a) Structural Warranty**

Plunge Pools Direct warrants the structure of the pool shell against loss of water caused by defects in workmanship, manufacturing processes, and materials used in the pool shell for a period of 7 years from the date of delivery.

**(b) Tiling Warranty**

Plunge Pools Direct warrants against defects due to poor workmanship and materials used in tiling work either completed or arranged by Plunge Pools Direct for a period of 12 months from the date of completion of the tiling works. Subject to Plunge Pools Direct approval, tiles may also include an extended warranty from Plunge Pools Direct's supplier.

**(c) Aqualux Warranty**

Aqualux Interiors include a 12 year warranty from Abgal Australia as per their guidelines. In cases where Plunge Pools Direct install the Aqualux Interior, Plunge Pools Direct warrants against loss of water through the Aqualux Interior due to poor workmanship for a period of 12 months from the date of installation.

**(d) Plumbing Warranty**

Plunge Pools Direct warrants all plumbing fittings and pipework against leakage for a period of 12 months from the date of completion of plumbing works, when provided and installed by Plunge Pools Direct. If on-site repairs are required, the purchaser must provide full access to the pool for warranty service. This includes providing access to all piping and plumbing of any kind.

**(e) Equipment Warranty**

Each component of the equipment sold with a pool is warranted by Plunge Pools Direct's suppliers. When applicable, warranty forms for each component must be returned to the supplier directly within 7 days of your claim to validate the warranty.

**(f) Hardcover Warranty**

Plunge Pools Direct's supplier warrants against hardcover due to defects and poor workmanship for a period of 12 months from the date of delivery.

2. Warranty Conditions and Exclusions:

This warranty will be void if any of the following occurs-

- The pool is not installed as per engineering specifications, installation guide, user manual, or maintenance requirements provided to you with the pool.
- Incorrect foundations are installed, or incorrect backfilling.
- There are ground movements which effect the pool.
- There is a failure to install the pool on a suitable hard level surface.
- There is incorrect water management and/or improper chemical use and balancing.
- There is grit or other foreign materials in the water, plumbing and/or pump.
- The pool tiled pool is ran at temperatures exceeding 40 degrees.
- The pool featuring an Aqualux Interior is ran at temperatures exceeding Abgal's requirements provided to you with the pool.

In relation to the pool and/or related products and equipment;

- There is abuse, misuse or neglect;
- There is any unauthorised maintenance, repairs, alterations or modifications;
- There is failure to provide a separate electrical circuit;
- The wiring and installation are carried out by unqualified electricians;
- There is failure to strictly follow manufacturers requirements and specifications;
- The filters or pipework are dirty or clogged;
- The pool is exposed to the sun without water in it;
- Maintenance procedures have not been followed to an acceptable standard;
- Excessive exposure to sun, the elements and high temperatures.

- There are termites, pests, acts of nature or events outside of the control of Plunge Pools Direct.
- There is electrical blowout, voltage spikes at 10v above or below 240v.
- The pool is moved from its original position by unauthorised or unqualified people.
- The pool is subjected to commercial use.
- Force majeure event such as stormy weather, lightning, overvoltage, fire, act of god, or other event outside the control of Plunge Pools Direct or its supplier.

### 3. Coverage of Warranty:

- (a) Plunge Pools Direct provides this warranty to all new Plunge Pools purchased directly through Plunge Pools Direct, or from an authorised dealer within Australia only.
- (b) The benefit of this warranty cannot be transferred or assigned and is only valid whilst the pool is owned by the original purchaser.
- (c) The choice to repair or replace a defective part or the pool itself is at the sole discretion of Plunge Pools Direct.
- (d) Where Plunge Pools Direct elect to replace a defective part or the pool, a substitute product of equal or greater value may be used.
- (e) The warranty period for any repairs or replacements will expire on the same date as the original warranty.
- (f) If on-site repairs are required, the purchaser is responsible for providing full access to the pool for warranty service.
- (g) If an off-site repair or replacement is required, then all freight, removal and replacement costs shall be borne by the purchaser.
- (h) If the purchaser lives further than 50km from pool manufacturer or the dealer whom the pool is purchased from, or if the warranty work is carried out by a service agent other than the dealer that the pool was purchased from, the purchaser will be charged for travel and transport costs.

### 4. Limitations:

- (a) The warranty provisions provided under this warranty exclude all implied or oral undertakings.
- (b) Plunge Pools Direct or its agents will not be liable for any incidental or consequential losses or injuries including but not limited to any building related costs.
- (c) To the greatest extent permitted by the Australian Consumer Law, in no circumstance shall the liability incurred by Plunge Pools Direct be greater than the amount paid for the product by the purchaser.

### 5. Commencement of Warranty Period:

- (a) The warranty period for the pool commences from the date at which the pool was delivered to the purchaser. (b) Where Plunge Pools Direct installs or completes works at the purchaser's site then such warranty period commences at the date of installation of the pool or completion of contracted works with the purchaser.
- (c) The warranty period for all other components commences from the date of order with Plunge Pools Direct.

### 6. How to make a Warranty Claim and Warranty Claim's Procedure:

To make a warranty claim you will need to contact Plunge Pools Direct who you purchased the pool and/or products from in the first instance.

When making a claim you should provide Plunge Pools Direct with the following information:

- \* Tax Invoice evidencing the date the goods and services were purchased by you;
- \* Delivery Receipt evidencing the date the goods were delivered to you;
- \* Copy of your Dosing Chart 'Appendix A- Logbook Inspection Sheet' found in the 'SPASA Handover Booklet & Pool and Spa Owners Manual' showing at minimum monthly data; and
- \* If applicable, receipt evidencing completion of any installation of the goods or completion of works purchased by you and installed or completed at your site; and
- \* if applicable, documentation relating to any previous exchanges and warranty claims.

Claims can be made by phone or Letter or by emailing to:

**Plunge Pools Direct**  
**Postal Address: 26 Tesmar Circuit, Chirnside Park VIC 3116**  
**Phone: 03 9726 0756**  
**Email: sales@plungepoolsdirect.com.au**

### 7. Warranty in addition to rights pursuant to Australian Consumer Law:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

8. Expressed Warranties to the Goods and/or Services pursuant to the Australian Consumer Law:

- (a) A guarantee as to title in the goods;
- (b) A guarantee as to undisturbed possession;
- (c) A guarantee that the purchaser will acquire the goods free from any security, charge or encumbrance that has not been disclosed to the purchaser before purchase of the goods;
- (d) A guarantee that the goods are of acceptable quality;
- (e) A guarantee that the goods are fit for a purpose either expressly or by implication by the purchaser;
- (f) A guarantee that the goods supplied by a description, sample or model are the same as described, sampled or modelled;
- (g) A guarantee as to express warranties;
- (h) Any other guarantee required to be provided by Plunge Pools Direct to the purchaser in accordance with the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law.

9. Severability:

If a part, provision or clause of this warranty is held invalid, void or unenforceable, such part, provision or clause shall not affect and shall leave all other parts, provisions, clauses of this warranty, and such other parts, provisions, clauses of this warranty shall be treated as severable.