

Pond Safety Net Terms, Conditions & Warranty

Subject to the following paragraphs of this warranty, Pool Covers Australia Pty Ltd, ACN 007 362 996 (the "Company") warrants its Pond Safety Net for a period of three years commencing from the date of the purchase.

1. Pond Safety Net should be kept on the pond under full tension and will provide many years of service when maintained in this state. Pond protection is only effective if it is used.
2. The security and safety provided by a Pond Safety Net is dependent on the integrity and strength of the pond coping (or adjacent paving) and its ability to properly anchor the net. For ponds without suitable surrounds to anchor the net, hardwood stakes will be used to secure the pond safety net. The purchaser accepts responsibility for maintaining the coping (or adjacent paving) and any hardwood stake anchor points in good condition at all times.
3. The purchaser is responsible for the repair of any latent defects which could be discovered in the pond coping (or adjacent paving) which may adversely affect the security and performance of the Pond Safety Net.
4. Pond Safety Net does not replace adult supervision & children should never be left unattended. The net is an additional safety feature.
5. Regular routine inspection will be carried out by the Purchaser to ensure that the net is in good condition, sufficiently tensioned to carry the weight of a child and properly secured at all anchor points. The Purchaser will also ensure that any hardwood stake anchor points are stable and are providing a secure anchor point for the safety net. If the net is defective for any reason it should be removed from the pond until repairs have been completed.
6. The Pond Safety Net is not a toy. Do not allow children or adults to jump or play on the net, which will cause rubbing or chaffing.
7. Your net is not warranted against destruction by animals or melting. Do not allow animals to chew on the net. Keep the net away from heat sources such as barbecues because it can melt.
8. The net will be more effective with a greater distance between the water and the net. Where possible, it is recommended that the water is kept at least 175mm below the net.
9. The installer will take all reasonable precautions to prevent any damage on site but cannot be held responsible for damage caused to plants or property whilst carrying out installation of the Pond Safety Net.
10. The purchaser indemnifies Pool Covers Australia Pty Ltd, its directors and agents for any claims or recriminations in the event of any accident associated with the direct or indirect use of the Pond Safety Net. It is further acknowledged that although the Pond Safety Net is installed with the intention of aiding child safety, no safety guarantees are given by the supplier and the purchaser accepts full responsibility for the use of the product.
11. The warranty does not extend to damage which has been caused by normal wear and tear, misuse, accident, neglect or the use of chemicals which are unsuitable for the Polyethylene Netting. Further this warranty does not extend to damage caused by cuts, burns or abrasions.
12. The warranty covers damage caused to the Pond Safety Net by any material or manufacturing defect or faulty installation by us, but does not extend to damage caused by any faulty installation where the cover has been supplied on a self-install basis.
13. The Company shall in its absolute discretion either repair or replace the faulty Pond Safety Net.
14. The warranty shall terminate on the happening of any of the events:
 - 14.1. The pond owner ceases to be the owner of the property on which the Pond Safety Net is located, or otherwise parts with the possession of the Pond Safety Net or removes it from the original installation site.
 - 14.2. The pond in which the Pond Safety Net is installed is used for a purpose other than a domestic pond.
 - 14.3. The Pond Safety Net has been misused, neglected or abused.
15. The warranty shall be null and void unless a claim under the warranty shall be made to the Company within seven days of the defect or damage becoming apparent.

16. Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability, or fitness of the goods for any purpose or as to design, assembly, material, workmanship or otherwise are hereby expressly excluded and the Company shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply or operation of the goods or arising out of the Company's negligence or in any way whatsoever.
 - 16.1. The Company's liability for a breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act 1974 (other than Section 69) is hereby limited to any one or more of the following.
 - 16.1.1.the replacement of the goods or the supply of the equivalent goods;
 - 16.1.2.the repair of goods;
 - 16.1.3.the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - 16.1.4.the payment of the cost of having the goods repaired.
 - 16.2. The Company's liability under Section 74H of the Trade Practices Act is expressly to a limited liability to pay to the customer an amount equal to:-
 - 16.2.1.the cost of replacing the goods;
 - 16.2.2.the cost of obtaining equivalent goods; or
 - 16.2.3.the cost of having the goods repaired, whichever is the lowest amount.
17. The Company reserves the right at its discretion to make a charge for field inspections or repair work at the pond site if it is found that such inspection or work was not required to be undertaken by the Company pursuant to this warranty.
18. The interpretation of this warranty shall be governed by the laws in force in the State New South Wales.

ALL WARRANTY CLAIMS MUST BE INITIALLY MADE AT THE POINT OF PURCHASE.

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