

Shutdown Cover Warranty

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

1. The Shutdown Cover is supported by the pool water underneath and it is important that the pool water remains at the correct level (normally midway up the weir skimmer). A Shutdown Cover cannot be fitted to an empty pool or where the water level is beyond normal limits. This warranty does not extend to damage which has been caused by having insufficient water in the pool.
2. 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 a swimming pool with a fabric cover. Further this warranty does not extend to damage caused by cuts, punctures, abrasions or by excess water which has collected on top of the cover. The glass-filled nylon attachment anchors act as a "weak link" to prevent damage to the cover if it is put under excessive load. The anchors are easily replaceable by the owner and available at nominal cost, but are not covered by this warranty.
3. The warranty extends to damage caused to the cover by any 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.
4. At the discretion of the Company the pool owner shall deliver to the Company (properly folded, thoroughly cleaned and dried, and at the pool owner's expense) any pool cover which is alleged to be defective. The Company shall in its absolute discretion either repair or replace the faulty pool cover.
5. The warranty shall terminate on the happening of any of the events:
  - 5.1. The pool owner ceases to be the owner of the property on which the pool cover is located, or otherwise parts with the possession of the pool cover or removes it from the original installation site.
  - 5.2. The pool in which the pool cover is installed is used for a purpose other than a domestic pool.
  - 5.3. The pool cover has been misused, neglected or abused.
6. The warranty shall be null and void unless a claim under the warranty shall be made in writing to the Company within seven days of the defect or damage becoming apparent.
7. 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.
  - 7.1. 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.
    - 7.1.1. the replacement of the goods or the supply of the equivalent goods;
    - 7.1.2. the repair of goods;
    - 7.1.3. the payment of the cost of replacing the goods or of acquiring equivalent goods;
    - 7.1.4. the payment of the cost of having the goods repaired.
  - 7.2. 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:-
    - 7.2.1. the cost of replacing the goods; or
    - 7.2.2. the cost of obtaining equivalent goods; or
    - 7.2.3. the cost of having the goods repaired, whichever is the lowest amount.
8. The Company reserves the right at its discretion to make a charge for field inspections or repair work at the pool site if it is found that such inspection or work was not required to be undertaken by the Company pursuant to this warranty.
9. 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.**