

PLUNGIE MANUFACTURER'S WARRANTY

Statutory Guarantees

1. Plungie Pty Ltd (ACN 624 305 559) (**Plungie**) acknowledges that nothing in this warranty shall be interpreted as excluding or restricting certain statutory guarantees and warranties applicable under the Australian Consumer Law and shall be read subject to the provisions of the *Competition and Consumer Act 2010* (Cth) (**Statutory Guarantees**).

Where Goods Acquired as a Consumer

2. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For non-major failures, Plungie reserves all of its options.
3. This warranty is in addition to and not in substitution of any applicable Statutory Guarantees.

Limitation of Liability

4. To the extent permitted by law, Plungie will not be liable for indirect loss or damage that is not reasonably foreseeable loss or damage from a failure in the goods. In relation to any defect for goods covered by section 64A of the Australian Consumer Law, Plungie reserves all of its options.

Manufacturer's Warranty

5. In addition to any applicable Statutory Guarantees or other rights and remedies available under law, Plungie warrants that:
 - (a) their products manufactured are of merchantable quality; and
 - (b) their products will comply with all applicable laws including regulations, mandatory industry codes +and applicable standards.

General Warranty

6. In addition to any applicable Statutory Guarantees and Manufacturer's Warranty or other rights and remedies available under law, Plungie warrants that:
 - (a) the concrete structure of the products is of merchantable quality;
 - (b) the ecoFINISH interior of the product is of merchantable quality; and
 - (c) the concrete structure and ecoFINISH interior of the products will comply with all applicable laws including regulations, mandatory industry codes and applicable standards.

Structural and Finish Warranty

7. This warranty is not transferable and applies only to the original installation site address. It does not cover faults which arise from negligent use or accident or misuse or damage or normal wear and tear or the use of the product for any purpose not intended by Plungie.
8. The duration of the **General Warranty** is for a period of 12 months from date of delivery to the original purchaser.
9. The duration of the **Structural and Finish Warranty** is for a period of 10 years from the date of delivery to the original purchaser.
10. Plungie acts as a re-distributor of equipment including pool pumps, chlorinators, heaters and filter units (and other associated pool items). The duration of equipment warranty is for a period specified under the manufacturer's warranty of the specific item of equipment.
11. If there is a warranted defect in the products within the relevant warranty period then Plungie will, at Plungie's sole option:
 - (a) repair or replace the products or any part of them that is defective; or
 - (b) provide again or rectify any services or part of them that are defective; or
 - (c) wholly or partly recompense you if they are defective.

Exclusions

12. Plungie will only replace, repair or pay for the costs in regards to a product defect itself and is not responsible for paying anything further beyond the product itself, including (but not limited to) additional installation costs, other repairs, damage to surrounds, site dumping, travel costs, additional craneage, transport and freight costs, including costs for the removal and disposal of the original defective product.

13. Each warranty does not cover:
 - (a) any of Plungie's products which are modified in any way by any person other than a person authorised by Plungie, including, but not restricted to, products tampered with, altered, modified, repaired, or not installed in accordance with Plungie's installation instructions;
 - (b) damage caused by or resulting from:
 - (i) negligent use or misuse of the products;
 - (ii) lack of maintenance of the products;
 - (iii) normal wear and tear of the products;
 - (iv) modification or alteration of the products;
 - (v) negligent or faulty transportation of the products where that transportation has not been arranged by Plungie;
 - (vi) storage or installation of the products once they have been delivered;
 - (vii) crane lifting of the products;
 - (viii) tree root damage, decking, fencing, surrounding concreting, geotechnical faults and conditions, downpipes, or water chemical levels;
 - (ix) general flooding;
 - (x) wall structures that are not constructed pursuant to all applicable local building codes or governing agency rules;
 - (xi) normal deterioration, scratches, any abuse to the finish or wear of the products that was caused by any person post-installation by moving or dragging equipment, fittings, furniture, or any other physical item over the surface of the product;
 - (xii) any matter happening post installation such as weather conditions, animals, pests, vermin or similar;
 - (xiii) use or any failure or defect of structures upon or in which the products have been applied;
 - (xiv) acts of God, lightning or natural disasters or other cause beyond the direct control of Plungie including without limitation indirect and consequential losses or expenses suffered by the purchaser;
 - (xv) Over sanitation of the water including poor water chemistry maintenance which may bleach fade or damage the interior coating of the pool.
 - (xvi) Extreme heating for a prolonged period of time above 34 degrees.
 - (c) personal injury, property damage or economic loss, however caused;
 - (d) claims relating to pool safety rules, regulations or legislation, including claims relating to fencing;
 - (e) claims that would have been paid by an insurer, through no fault of Plungie, where reasonable home warranty insurance had been taken out;
 - (f) claims relating to electrical work completed in relation to the products that has not been completed by Plungie;
 - (g) consequential losses or expenses suffered by you or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of liability imposed by the Australian Consumer Law;

- (h) claims of warranty made outside two months from the purchaser becoming aware of the defect or material damage or from when a reasonable person should have become aware of the defect or material damage. This enables Plungie to promptly act and avoids further damages; or
 - (i) claims not accompanied by appropriate documentation evidencing the date of purchase, site preparation, council approvals, delivery and installation of the product, the invoice number, the customer name and address and the alleged defect/damage.
14. Plungie accepts no responsibility for repairs made other than by Plungie or its authorised agents. Items used in the manufacture of Plungie's products and items not of Plungie's manufacture are sold subject to the warranty given by the manufacturer of those goods.

Warranty Service

15. Warranty service may be obtained by contacting Plungie at 1800 758 644, Plungie Pty Ltd - E2/5 Grevillea Place, Brisbane Airport, QLD 4008, Australia, or aftersales@plungie.com
- The freight to Plungie will be at the purchaser's expense but return freight will be at Plungie's expense.

Severability

16. Any provision in this warranty which is unenforceable or partly unenforceable, is to be severed where possible to the extent necessary to make these terms enforceable, unless this would materially change the intended effect of the terms of the warranty.