



Quality
Endorsed
Company

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Warranty for the Pool Shell

The pool shell is warranted to remain Structurally Sound for a period of thirty (30) years from the date of purchase.

'Structurally Sound' is defined as the properly installed pool shall continue to maintain its water tight integrity.

'Pool Shell' means the pool shape as moulded by the Manufacturer. It excludes all attachments, concrete, pipes, fittings, skimmer box, pool lights, or anything that was not connected to the pool shell as a component as at the date of manufacture.

The warranty is on condition that the pool was installed in compliance with Australian Standards AS/NZS 1839:1994, Summertime Pools engineering, installation and coping specifications. It excludes faults arising from misuse or abuse of the pool. Summertime Pools will not be liable in any way for any consequential losses including loss of profits or damage to property.

Warranty Validity

The Warranty only applies and remains valid:

- i. If the Pool Shell installation is compliant with Australian Standards AS/NZS 1839:1994, as well as the manufacturer's engineering, installation and coping specifications;
- ii. Or if the Pool Shell has been installed by an authorized representative of the manufacturer;
- iii. If the Pool Shell remains full of water at all times as it is designed to do. Warranty will be void if the Pool Shell is emptied without written authority from the Manufacturer and if the purchaser fails to comply with the Manufacturer's written directions as to how to empty the Pool Shell;
- iv. Summertime Pools reserves the absolute right to repair or replace the pool.
- v. Any claim is to be directed to the builder / installer in the first instance; and
- vi. The claims procedure is strictly followed by the purchaser.

Warranty Exclusions:

The warranty excludes all damage caused by but not limited to any one or more of the following:

- a. Damage caused as a result of an act of nature including but not limited to earthquake, ground movement, storm, ground water or flood;
- b. Damage caused as a result of incorrect installation of the pool including but not limited to damage which may arise from inadequate or incorrect site drainage, incorrect decking/concourse installation or unrelieved hydrostatic pressures;
- c. The Warranty excludes faults arising from misuse or abuse, improper use, wilful damage or neglect including incorrect water chemistry, tampering and modifying of the Pool Shell however arising;
- d. If the defect subject of a warranty claim is caused by the use of other products used with, in or about the Pool Shell.
- e. Emptying the pool below the level of the skimmer box without the express written consent of the licensed pool builder, agent who sold the product or that of the manufacturer.
- f. Damage caused by or to any penetration to the pool structure, which includes but is not limited to pipes and fittings, skimmer box, inlet and return fittings, light fittings and hydrostatic valve fitting.
- g. The Manufacturer will not be liable for any loss or damage to property including but not limited to fencing, grass, shrubbery, driveways, trees, patios, enclosures, or other improvements occasioned by the Manufacturer, its authorised representatives, or employees, except for any gross negligence attributable to the Manufacturer its authorised representatives, or employees;
- h. The Manufacturer will not be liable in any way for the consequential losses or damages whatsoever whether direct or indirect to any person or property, arising from (including but not limited to) loss of profits, loss of time, or inconvenience suffered or damage to property;
- i. The warranty is exclusive and the Manufacturer makes no other warranties, either written, oral, or implied about or in connection with the Pool Shell.

The warranty may not be altered in any manner by any person or company without the express written consent of the Manufacturer.

Warranty claims must only be made in writing.

Ten Year Interior Surface Warranty:

The interior surface of the pool will meet the requirements of the Chemical Resistance Test / Cosmetic Layer, Australian Standards AS/NZS 1838:1994 for a period of ten YEARS, commencing at the date of installation.

This warranty excludes but not limited to any one or more of the following:

- Discolouration, staining, fading, surface yellowing, or any surface degradation caused by the incorrect water chemistry and water maintenance in fibreglass swimming pools or contaminants in the pool water, normal variations caused by time, or damage caused by exceeding water temperature parameters (absolute maximum temperature 35 degrees or constantly exceeding 30 but no more than 35 degrees Celsius).
- Incorrect application of pool chemicals to the pool.
- Failure to install coping and or paving rail at time of installation.

The warranty may not be altered in any manner by any person or company without the express written consent of the manufacturer.

Warranty claims must only be made in writing.

Warranty Claim Procedure:

In the unlikely event that the purchaser is required to make a claim on the warranty, the purchaser must carefully and strictly comply with the warranty claim procedure.

Firstly the purchaser should not attempt to have the defect remedied themselves or by others not authorised in writing by the Manufacturer to do so.

The purchaser must notify the business from which the purchaser purchased the Pool Shell in writing and also the Manufacturer at the address below:

Summertime Pools Pty Ltd
135 Karinie Street, Swan Hill, VIC 3585.

The purchaser must provide the following details:

- 1) Date of purchase;
- 2) Proof of purchase;
- 3) Date the purchaser first noticed the alleged defect;
- 4) All claims for warranty must be received by the Manufacturer within 30 days of the date of the defect first being noticed;
- 5) Nature of the defect (including photographs).

All necessary information must be legible before the Manufacturer will investigate the warranty claim.

Once the Manufacturer has received the details from the purchaser the purchaser will allow the Manufacturer, its agents and employees unfettered access to the Pool Shell and its surrounds between 8am to 4pm Monday to Friday inclusive (hereafter 'business hours') to enable the Manufacturer to inspect and examine the Pool Shell to determine whether a defect exists. If access to the Pool Shell is not provided or is not granted or delayed by the purchaser more than 30 days from the date of claim being made then no warranty claim will be accepted. In repairing a Pool Shell which is under warranty the Manufacturer reserves the right to repair or replace the Pool Shell at its discretion after examination by the Manufacturer has found the Pool Shell to be defective in materials, workmanship and manufacturing. In the event that a defect exists, then if either repair or replacement of the Pool Shell has been decided upon by the Manufacturer, then the purchaser agrees to provide unfettered access to the site where the Pool Shell was originally installed to allow replacement or repair to the Pool Shell as the case may be.

ACCC Mandatory Statement: 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 for compensation for any 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. Full details of your consumer rights may be found at www.consumerlaw.gov.au