

## Solar Blanket Pool Cover

### Our Warranties

Aussie Pool Covers Pty Ltd ACN 161 708 934 (“APC” or “we” or “us” or “our”) provides the warranties outlined in this document for its products that have been purchased in Australia (“Warranty” “Warranties”). These Warranties are subject to the Australian Competition and Consumer Act 2010 (“Australian Consumer Law”). The benefits provided in these Warranties are in addition to other rights and remedies of a consumer under the Australian Consumer Law, and any other laws in relation to the products to which these Warranties relate.

**Replacement Warranty** APC offers a full replacement warranty for a period of 12 months on all its products. The Warranty period commences from the date that the contract of sale is completed. This Warranty does not cover colour fading or normal wear and tear from use or chemical deterioration.

**Pro-Rata Warranty** We also offer a pro-rata warranty which entitles customers to purchase replacement products at a discounted price. This Warranty also commences from the date that the contract of sale is completed (e.g. 3 years means 3 years from the date of sale). *Please note:* The pro-rata warranty is offered on the cost of the product only. **This replacement Pro-Rata Warranty does not cover nor apply to shipping delivery or installation which are an additional cost at full rates.**

The table below outlines the pro-rata warranty periods and replacement price discounts for each product:

Product Type	Pro Rata Warranty Period	Discount % offered on a replacement cover if the damage occurred in:									
		1 year	2 year	3 year	4 year	5 year	6-8	8-12 year			
300 micron cover	3 years	100%	50%	25%							
400 micron cover	5 years	100%	50%	25%	20%	10%					
500 micron cover	8 years	100%	100%	50%	25%	20%	10%				
600 micron cover	10 years	100%	100%	75%	50%	25%	20%	10%			

The Warranties cover the replacement or repair of any product that has a manufacturing or material defect that is not the result of normal wear and tear, or a natural characteristic of the material used. These Warranties are not transferable and do not cover products used for commercial purposes.

**Exclusions - Custom Made Items** APC will not refund or replace custom made products that have been incorrectly measured, or if you have simply changed your mind. Please ensure that you follow the instructions for measuring your pool at <http://www.aussiepoolcovers.com.au/how-to-measure-your-pool/>.

**Other Exclusions** Subject to the Australian Consumer Law, the Warranties do not apply to any products sold as seconds, floor stock, repaired products or products that have a defect where this has been drawn to the customer's attention before the purchase of the product. In addition, the Warranties will not apply if:

- a) Repairs to a product are made or attempted by a service provider other than one approved by APC.
- b) The product has not been used or maintained in accordance with the manufacturer's instructions ('How to Care for your Cover') as provided with the product.
- c) The product is used on a pool which is over-chlorinated or otherwise chemically imbalanced.
- d) The product is damaged in transit.
- e) The customer uses or stored the product in an incorrect or abnormal manner for example if the product is abused, misused, dropped, crushed, impacted with any hard surface, exposed to extreme heat (over 35 degrees Celsius) or cold, not maintained properly or used after partial failure.
- f) The product has been modified, incorrectly adjusted or operated or used with inappropriate accessories.
- g) The product is tampered with in any way.

**How to make a claim** To claim under the Warranties or a consumer guarantee, you must notify APC by email to [info@aussiepoolcovers.com.au](mailto:info@aussiepoolcovers.com.au). You must include photo of the faulty product. If you are requested to return the product to APC for inspection/repair, you will need to arrange and pay for the transportation of the product to the address advised by APC. If APC determines you do not have a valid claim, you must reimburse APC for any transportation costs that APC has paid and any return transportation costs.

APC will assess the product to determine the nature of the issue, whether you are entitled to a remedy, and in the case of a minor failure, the remedy that will be made available to you. Any other repair or refund is at the sole discretion of APC.

From time to time, we may determine it necessary to forward the product to the manufacturer or repair agent and liaise with them. Before a claim will be processed we require proof of purchase from you (the sales docket receipt or another acceptable form of proof of purchase).

**Please Note: installation labour costs are not included in any warranty claim unless there is a substantial defect in the product which requires a full refund in the first year.**

This warranty is non-transferable and is valid only for the original purchaser with proof of purchase.