

Daisy Dam Covers

Limited Pro Rata Warranty

Product life expectancy 10+ years.

Installation

NOTE: Your Daisy Dam Cover is made from 600um polypropylene (PP) as tough and robust as it is you need to take care when handling and moving the product.

Make sure your working area (where the dam cover will be laid out, unfolded and be pulled onto the dam) is as clear as possible of sharp rocks, branches or foliage that could pierce, rip or damage the Dam Cover.

The covers can get heavy that require force to move them, be careful not to catch the dam cover on anything that could rip or damage the material, rips and tears caused in transit and on site are not covered under the warranty.

To Install:

- Prepare your work area (the ground as close to the dam as possible) by clearing all sharp objects that may damage the dam cover, this includes larger rocks
- Take dam cover as close to the dam
- Carefully unpack avoiding using like knives or sharp tools towards the cover, cutting the cover with tools such as knives or scissors will result in a hole or slit that is not covered by warranty (will not affect dam cover operation)
- Unfold cover onto ground by dam
- Attach cord (single to middle or one to each side depending on how large dam cover is and how many people are helping installation) to pull dam cover onto dam
- Pull cover onto dam
- You can tether (using cords and clips supplied) the dam cover modules together. This is not required however it does keep the modules together
- There is no requirement to anchor the modules so they don't move around the dam, if you want, loosely use cords from edge of dam to cover to secure into place

NOTE: do not tie tight, leave plenty of slack for dam cover to move with wind, water (and debris) inflow and water level movement

Dam Covers are designed to float on the water in modules. They can be tethered together even loosely anchored to avoid them moving too much on the dam.

Dam covers will effectively stop evaporation of the water that they cover, the dam cover will not stop evaporation on uncovered water. You don't have to cover the whole dam.

All Daisy Dam Covers come with a limited 5 year pro rata warranty and an expected life span of 10 years.

The pro-rata warranty covers the purchaser for defective material or workmanship on a month by month pro rata basis. The manufacturer will repair or replace the product upon inspection or photo image.

NOTE: Rips and tears that have occurred after manufacturing (i.e. on site) are not a valid warranty claim.

The warranty may be void if:

1. The purchaser fails to comply with the manufacturer's installation instructions
2. Subjects the cover to conditions, which result in tears, cuts or damage
3. Fails to remove cover in a storm event
4. Fails to remove cover when water level drops so all cover edges are no longer surrounded by water (cover edge on ground not water meaning edging will not hold cover onto water resulting in wind being able to lift dam cover)
5. Stores the covers off the dam at a temperature above 45 degrees Celsius
6. Fails to protect the product from water inflow/debris damage
7. The warranty does not cover any damage caused by an Act of God
8. There is no claim from the manufacturer that the dam covers will staying clean or debris free when in use
9. Chemical Resistance: Wherever possible, exposure to high levels of hydrocarbons and naturally occurring radioactive materials should be avoided

The customer is advised that minor adjustments in the composition of the Dam Cover material not affecting the above specification may be made from time to time.

In the event of non-compliance of this specification, the supplier's liability, if any, shall not exceed the value of such of the Daisy Pool Covers products of the supplier shipped or delivered to or on the order of customer as may fail to comply with said specification.

Any and all prior specifications, warranties, representations, guarantees or agreements heretofore given by Daisy Pool Covers products herein defined are hereby revoked. This specification shall remain valid until revoked in writing by the supplier.

This is a pro-rata month by month warranty. This means that Daisy covers you for the amount of time that you do not achieve from your dam cover, up to the maximum warranty period. It also means that you must pay for the period of time during which you have used the product when replacing.

NOTE: This warranty is not redeemable for cash, only as a discount on a replacement cover purchase.

Freight to site is not covered under any warranty claim.

NOTE: Rips and tears that have occurred after manufacturing (i.e. on site) are not a valid warranty claim.

WARNING: Dam covers are not safety covers. They are not designed to support people or animals. Do not swim under the cover.

Rain water will flow off the cover into the dam, there is no need to drain rain water off the dam cover.

In extreme conditions dust may collect onto of the cover, it is best to keep the top of the dam cover as free from debris and dust as possible. The cover will remain buoyant however a build up of dirt onto of the cover may cause unforeseen issues that are not of a warrantable nature.

Risk

- Risk in the goods shall pass to the Buyer upon delivery of the goods to the Buyer or the agent of the Buyer or to a carrier commissioned by the Buyer.
- Following delivery, the Buyer must, at its own expense, insure or protect the goods against storm and tempest, loss or damage by fire, accident or malicious or negligent damage or otherwise howsoever caused and the Buyer.

Technical Specifications

Invoices, weights, gauges, sizes and tares of Daisy Pool Covers shall be treated as prima facie accurate and may vary from time to time as set out in the Specification.

If any of the goods are found to not meet Specification due to reasons for which Daisy Pool Covers is responsible and the Buyer notifies Daisy Pool Covers in writing promptly upon becoming aware of the non-compliance and in any event within 90 days of delivery.

- (a)** shall apply as Buyer's sole and exclusive remedy for such non-compliance, provided that
- (i) Daisy Pool Covers will not be liable for goods which have not been stored or used in a proper manner;
 - (ii) the goods are returned in the condition in which they were delivered; and
 - (iii) the goods have not been sold on a non-returnable basis.

Fitness for Purpose

Dam cover material made from LDPE (Low Density Polyethylene) do not contain any BPA or EA chemicals, they do not leach any residue throughout the life span of the product.

The primary standard that Sealed Air Australia (raw material manufacturer) abides by is AS2070. This standard refers to the manufacture of plastic films for the packaging of all foodstuffs under a variety of conditions.

All of the raw materials used in the manufacture of the Daisy dam cover comply with AS2070 and other international jurisdictions. Refer to document RIS-AP-2020 Daisy Dam Cover.pdf <https://daisypoolcovers.com.au/resources/>

All ingredients have FDA approved status (resins, antioxidants and stabilizers).

The Buyer acknowledges that Daisy Pool Covers or a person purporting to act on its behalf has not made any representation or given any promise or undertaking which is not expressly set out in writing whether as to the fitness of the Supply for any particular purpose or any other matter. The Buyer acknowledges that without relying upon the skills or judgment of Daisy Pool Covers or any person purporting to act on its behalf, it has determined that the Supply being acquired shall be fit for its purposes. Any description of the Supply is for identification only and shall not constitute a contract for the supply of the goods by description.

Buyer agrees that any advice or work provided by Daisy Pool Covers at no charge is provided on an 'as is' basis and Daisy Pool Covers shall have no liability to Buyer in respect of such advice or work whatsoever. Technical advice given as part of a SOW will be warranted as set out in the SOW, but subject to these terms.

Statutory Rights of the Buyer

The Contract shall not exclude or modify the rights, entitlements, remedies and liabilities of either party by any condition or warranty implied by any Commonwealth, State or Territory Act (including but not limited to the Australian Consumer Law set out in schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other law rendering void or prohibiting such exclusion or modification. Except to the extent that any such rights, entitlements, remedies and liabilities cannot be excluded or limited, all representations, terms, warranties and conditions not set out in the Contract in relation to the Supply including whether expressed or implied by statute, common law or trade custom or usage or otherwise are hereby expressly excluded.

Liability

Daisy Pool Covers is not liable for and the Buyer will indemnify, protect, defend and hold Daisy Pool Covers harmless from and against any loss, damage or liability suffered by, or claim made by or against Buyer, or by a third party against Daisy Pool Covers (whether based in negligence, other tort, breach of contract, statute, equity or otherwise) arising either directly or indirectly out of or in any way attributable this Agreement or its subject matter. If the Australian Consumer Law applies, then Daisy Pool Covers liability to the Customer shall be limited to replacement of the Products or the supply of equivalent products.

Notwithstanding any other provision of the Contract and to the extent permitted by law:

- (a)** The liability of Daisy Pool Covers shall be limited to, at Daisy Pool Covers sole discretion, any one or more of the following: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing or repairing the goods or of acquiring equivalent goods; and/or (iv) the re-performance of the services (as applicable).
- (b)** Daisy Pool Covers (and its employees, affiliates, contractors and agents) shall under no circumstances be liable to the Buyer, its employees, affiliates, agents or contractors for any direct, indirect, incidental or consequential loss or damages, loss of profits or revenue, production, contract, sales opportunity or business reputation, direct or indirect labour cost and overhead expenses, business interruption, loss or corruption of information or data, loss of expected savings, opportunity costs, loss or reduction of goodwill, economic loss and damage to equipment or property or any other claim whatsoever arising directly or indirectly out of or in any way attributable to the sale, delivery or performance of the Supply or the Contract.

Without limiting clause above. Daisy Pool Covers accepts no responsibility or liability for any loss or damage arising out of or in connection with any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind whatsoever caused by:

- (a)** the Supply; and/or
- (b)** the entry onto, and any activities undertaken on and in, Daisy Pool Covers premises by the Buyer or its employees, agents, contractors or subcontractors.

The Buyer will indemnify Daisy Pool Covers and keep it indemnified from and against liability and any loss or damage of any kind whatsoever arising directly or indirectly from:

- (a)** any breach of any of these terms or conditions by the Buyer;
- (b)** any injury or harm suffered by an employee, agent or contractor of Daisy Pool Covers on the premises of the Buyer or any other Premises employees, agents or contractors of Daisy Pool Covers are required by the Buyer to attend; and
- (c)** any claim by any person in respect of or arising out of or in connection with any of the matters referred to in clause above.

No warranty is given and no responsibility is accepted by Daisy Pool Covers to ensure that goods supplied under this agreement comply with any statutory requirements relating to the marketing of goods. Compliance with such legislation is the Buyer's sole responsibility. The limitations and exclusions of liability in the Contract shall apply whether the liability claim is based on negligence or other tort or breach of contract by Daisy Pool Covers, under statute, a warranty, an indemnity, in equity or otherwise.