



# **DAISY POWER** Terms & Conditions

Daisy Pool Covers warrants all power components of the Daisy Power products to be free from defects in material and/or workmanship for a period of 2 years from the original date of purchase or installation. Conditions

- This warranty only applies if the Product has been purchased from a dealer authorised by Daisy Pool Covers to supply it (Authorised Dealer). Purchase from an Authorised Dealer ensures that the Purchaser has access to appropriate technical knowledge and advice.
- 2. Daisy Pool Covers' liability under this warranty is limited, at its option, to the repair or replacement of the Product or the payment of the cost of having the Product repaired or replaced.
- 3. This warranty does not apply in the following circumstances:

a) if the Product has not been installed in accordance with Daisy Pool Covers' installation instructions;

b) if the Product has been modified other than as authorised by Daisy Pool Covers or if a component part has been replaced by a part that is not a genuine Daisy Pool Cover product;

c) if a defect results from use of the Product outside recommended operating conditions; or

d) if a defect results from damage (including damage to any internal electronics) caused by a power surge or lightning strike.

4. Without limiting 3 above, Products sold by Daisy Pool Covers are designed for use with swimming pool water balanced in accordance with Australian Standard AS3633-1989 with a pH range of 7.0 - 7.8. Maximum chlorine readings should not exceed 4ppm. Where pool water is not maintained within these parameters, Daisy Pool Covers will not be responsible under this warranty for any resulting damage, including damage caused by corrosion, scaling or stress loading.

- 5. Replacement parts supplied under this warranty are warranted to be free from defects in materials and workmanship for the remainder of the warranty period or for 12 months from the supply of the replacement, whichever is longer.
- Proof of purchase must be received by Daisy Pool Covers, prior to any warranty work being approved. Where applicable, a serial number, installation date and name of installer is required as part of the registration process.

#### How to make a warranty claim

7. The Purchaser must telephone or email Daisy Pool Covers as soon as possible after the discovery of the defect and in any event, within the relevant warranty period.

#### Contact details are:

Daisy Pool Covers -8 Granite Place, Welshpool WA 6106

Telephone: 1300 55 18 11 Email address: sales@daisypoolcovers.com.au

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- 8. Daisy Pool Covers reserves the right to determine, in relation to each warranty claim, whether the Product should be returned to the Authorised Dealer at the address where the Purchaser purchased the Product or whether warranty service will be provided in the field, repaired at a Daisy Pool Covers workshop or at the premises of an authorized Daisy Pool Covers warranty agent.
- If it is necessary for the Purchaser to incur freight charges in making a valid claim under this warranty, Daisy Pool Covers will reimburse the Purchaser for charges reasonably incurred upon proof of the charges.

#### **Warranty Exclusions**

- 10. This warranty extends to the original owner, beginning on the date of installation and is not enforceable by any other party without the prior written consent of Daisy Pool Covers.
- 11. Daisy Pool Covers is not liable under this warranty if the installation of the Product was not carried out by a suitably qualified technician.
- 12. This warranty does not cover damage cause by:
  - a) Misuse or abusive use of the Product
  - b) Improper installation

c) Incorrect or improper maintenance or failure to maintain the Product

d) Adverse external conditions such as power surges, thunderstorm activity, acts of God, damage caused by vermin, insect infestation or any other act or circumstance beyond Daisy Pool Covers control

e) Repair, modification or work carried out on the Product other than by Daisy Pool Covers or an Authorised Dealer

13. This warranty does not cover

a) service cost in replacing or maintaining consumable parts which have ceased working through normal wear and tear

- b) cosmetic damage such as to the exterior finish
- c) minor imperfections with design specifications so that not materially alter functionality
- d) any battery failure or replacement
- 14. To the extent permitted by law, Daisy Pool Covers is not liable for any incidental or consequential loss incurred in connection with the removal or replacement of the Product under this warranty.

15. To the extent permitted by law, Daisy Pool Covers disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose with regard to Daisy Pool Covers products, parts and/or any accompanying written materials.

## Additional guarantees, rights and remedies

### Australian Purchasers - Guarantees under the Australian Consumer Law

- 16. The benefits of this warranty are in addition to other guarantees, rights and remedies Australian consumers have under the Australian Consumer Law.
- 17. Daisy Pool Covers products 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 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.

#### INCONSISTENCY WITH WARRANTY STATEMENTS IN PRODUCT MANUALS OR OTHER DOCUMENTS ACCOMPANYING PRODUCTS

If any warranty statements in a Daisy Pool Covers product manual or other document are inconsistent with the above Warranty and Guarantees, the above overrides and replaces the inconsistent statements.

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