# **OUTBACK**°

## Warranty - V1 & V2 Plunge Pools

#### This document is for the V1 and V2 pools supplied prior to May 2023

The OB Life Pty Ltd (ABN 32 668 071 369), trading as The OUTBACK Plunge Pool ("OUTBACK"), manufactures revolutionary, lightweight, pre-plumbed, and environmentally friendly corrugated swimming pools. Utilising a round, corrugated steel construction, the pools are designed and manufactured in Australia and transported to all Australian states and territories.

This Warranty applies to all OUTBACK Pools and includes third-party products (such as filters, and pumps) supplied as intrinsic components of each OUTBACK Pool package. This Warranty constitutes an agreement between the original purchaser or any subsequent owner ("you") and OUTBACK.

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 they fail to meet acceptable quality, provided the failure does not amount to a major failure.

## 1. Warranty Transfer

- 1.1. This Warranty is transferable under the following two conditions:
  - 1.1.1. From the original purchaser to a subsequent owner at the original installation location.
  - 1.1.2. From the original installation location to a new installation location where the original purchaser holds title.
- 1.2. The transferability of the Warranty is subject to the conditions, limitations, and exclusions outlined in this Warranty.
- 1.3. You must notify OUTBACK in writing if you wish to transfer the Warranty, supplying the full name of the new owner and the address where the OUTBACK Pool has been installed. The Warranty cannot be transferred unless OUTBACK is notified in writing prior to, or within **six (6) months** of, the transfer.

## 2. Warranty Conditions

2.1. The **Commencement Date** of this Warranty is the date your OUTBACK Pool is delivered to the agreed address, regardless of whether installation occurs at that time. This is because OUTBACK cannot guarantee the condition of stored or uninstalled goods outside of its control.

- 2.2. Before making any claims under this Warranty, you must take all reasonable steps to pursue any relevant insurance claims that may cover damage to the OUTBACK Pool and its equipment.
- 2.3. Any claim under this Warranty must match your OUTBACK Pool with OUTBACK's internal identifying records.
- 2.4. Your OUTBACK Pool must be installed in accordance with OUTBACK's engineering and installation specifications.
- 2.5. Only an OUTBACK-authorised person shall carry out repairs on your OUTBACK Pool. Repairs by unauthorised persons may void part or all of this Warranty.

## 3. Warranty Limitations

- 3.1. This Warranty covers only the OUTBACK Pool and ancillary equipment supplied by OUTBACK, as set out in OUTBACK's order confirmation. It does not cover concrete slabs, supporting steelwork, foundations, electrical or plumbing services, surrounding structures, pool fencing, or any other items not supplied by OUTBACK.
- 3.2. Interior and exterior surfaces may exhibit minor imperfections. These do not affect the performance of the OUTBACK Pool and do not give rise to a claim under this Warranty.
- 3.3. If the steel shell requires repair under this Warranty, the method of repair may vary and will be determined by OUTBACK at the time of repair.
- 3.4. Repairs to your OUTBACK Pool under this Warranty may exhibit slight colour, dimensional, and texture variations from its original condition. These variations are normal, do not affect performance, and do not warrant a claim under this Warranty.
- 3.5. The repair or replacement of the OUTBACK Pool is the absolute limit of OUTBACK's liability under this Warranty.
- 3.6. OUTBACK makes no express warranties or representations other than those described in this Warranty and the OUTBACK Terms attached to the order confirmation.

## 4. Warranty Exclusions

- 4.1. This Warranty does not cover damage caused by:
  - 4.1.1. Your failure to follow the instructions set out in the OUTBACK Maintenance Guide.
  - 4.1.2. Transport, loading, unloading, lifting, or relocation of the OUTBACK Pool, except when undertaken by or on behalf of OUTBACK.
  - 4.1.3. Acts of nature, including but not limited to storms, floods, droughts, water ingress, soil movement, and landslides.

- 4.2. This Warranty does not cover:
  - 4.2.1. Any OUTBACK Pool not installed on the recommended base in accordance with OUTBACK's specifications.
  - 4.2.2. Water used to fill your OUTBACK Pool, nor any additives required to achieve the chemical balance as set out in the OUTBACK Maintenance Guide.
  - 4.2.3. Any OUTBACK Pool installed for commercial, industrial, or non-residential purposes including but not limited to hotels, resorts, gyms, rental properties, or public facilities unless a prior written agreement has been made with OUTBACK. Customers must notify OUTBACK before installation if the pool is intended for commercial or non-residential use. Failure to disclose such intended use may result in the denial of warranty coverage. Where commercial installations are approved, separate warranty terms and conditions will be confirmed in writing by OUTBACK.
- 4.3. Repairs undertaken by any party other than an OUTBACK-authorised person.
- 4.4. This Warranty does not cover any issues arising from the installation, assembly, or site works related to the OUTBACK Pool, including but not limited to improper base preparation, plumbing or electrical work, or surrounding landscape construction. While OUTBACK may recommend or refer to independent installers, these parties operate separately and are responsible for their own workmanship and warranty obligations. OUTBACK does not warrant or guarantee the services provided by third-party installers.

#### 5. Warranty Period

- 5.1 Warranty:
  - 5.1.1. Structural Warranty on the Pool Shell: **Fifteen (15) years** from the Commencement Date.
  - 5.1.2. Pro-Rata Manufacturer's Warranty on the Pool Silicone: **Three (3) years** from the Commencement Date against defective workmanship or material.
  - 5.1.3. Other Components: All other components such as fittings are warranted for a period of **three (3) years** from the Commencement Date.
- 5.2. Pre-Plumbed Components: All pre-plumbed pipework and fittings are warranted for a period of **three (3) years** from the Commencement Date.
- 5.3. Equipment Warranty: All other equipment, including pumps, filters, heaters, sanitisers, automation systems, cleaners, and other related components, are covered under individual manufacturer warranties, which may vary in duration and terms. Some components may carry warranties of up to **ten (10) years**, while others may have shorter coverage periods. OUTBACK does not independently warrant these items but will assist you in making claims under the relevant manufacturer warranties. Full details on equipment-specific warranty terms are available upon request.

## 6. Warranty Claim Procedure

6.1. Claims should be made as soon as reasonably practicable and no later than **one (1) month** after the defect becomes apparent, unless extenuating circumstances apply. Claims and supporting documentation must be submitted via email or post to:

Mail: 327 White Road, South Dudley VIC 3995

Email: support@outback.com.au

- 6.2. To process a claim under this Warranty:
  - 6.2.1. OUTBACK, at its sole discretion, will determine the validity of the claim by considering the conditions, limitations, and exclusions in this Warranty.
  - 6.2.2. OUTBACK may request additional information, including (but not limited to):
    - At least three recent verified water test results
    - Building certification documentation
    - Specific information and photographs of the alleged defect
    - Any other information deemed relevant by OUTBACK
    - Physical inspection of the alleged defect during business hours
- 6.3. OUTBACK will determine the claim within **ninety (90) days** of receiving all requested information.
- 6.4. If the claim is accepted, any corrective action will be scheduled and completed in consultation with you within a mutually acceptable time frame.