

WARRANTY

WARRANTY Terms & Conditions

Effective 1st of November 2009

Including



WARNING

This equipment must be installed and serviced by a qualified technician. Improper installation can create electrical hazards which could result in property damage, serious injury or death. Improper installation will void the warranty.



Notice to Installer

This manual contains important information about the installation, operation and safe use of this product. Once the product has been installed **this manual must be given to the owner/ operator of this equipment.**

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[Important note: you may have additional rights under warranties mandated by the Trade Practices Act or similar legislation].

PLEASE READ

1. These terms and conditions carefully, as failure to comply may affect your legal rights under this warranty; and
2. Any operation instructions carefully before commencing use of any product manufactured by Waterco Limited (“Waterco”).

Waterco manufactures quality pool and spa products to the highest standards using the most advanced technology and production procedures available.

WARRANTY COVER

If a defect occurs in any Waterco product, Waterco will at its discretion, repair the product or replace and install the defective part, free of charge provided that the defect results solely from poor workmanship or materials and subject to these terms and conditions.

Labour is covered by this warranty for a period of 12 months from the date of purchase or installation, within a 25 km radius of an authorized Waterco Service Agent.

The purchaser is responsible for any freight incurred.

Warranties are valid only within the original country of purchase.

WARRANTY PERIOD

All products sold by Waterco are covered by a one year warranty. The exceptions to this are the products listed in the schedule (which also specifies relevant warranty periods). All warranty periods commence on the date of purchase by the end user.

The provisions of this warranty are not transferable and are in addition to and not in modification of or subtraction from any applicable statutory warranties, rights or remedies.

CONDITIONS OF WARRANTY

This warranty only applies where:

1. The products requiring installation have been sold with installation included and have been installed by a licenced plumber, electrician or person who has completed a TAFE accredited course in swimming pool care and maintenance or a person with more than 12 months on the job learning or a person supervised by one of these people, in accordance with any written installation instructions provided.
2. The products have been installed and operated in accordance with written instructions supplied by Waterco;

3. The purchaser is able to provide proof of purchase that specifies the date of purchase;
4. The product has been serviced or maintained regularly. (at least once a month).
5. Any pump using an electric motor has:
 - Been adequately ventilated to avoid over heating;
 - Not been run on an electrical extension cord; and
 - Been installed in an area that is free from flooding or excessive outside contact with water;
6. Any pump has not been allowed to run dry (as this causes excessive damage to both the pump and motor);

Any pool and spa equipment has been used in water:

1. With a temperature not exceeding 40 degrees Celsius;
2. With a pH range maintained between 7.2 – 7.6;
3. That has been chemically balanced in accordance with the Langelier saturation index within a range of -0.2 to + 0.2 to ensure that it is not corrosive or scale forming;
4. That is not salt water (other than mild saline water conditions which are compatible with swimming pool salt water chlorination systems) – unless otherwise stated by Waterco in both the respective product labels and brochures that it is suitable for seawater applications; and
5. That has been regularly treated with a sanitizing system using bromine, chlorine in one of its compound forms, or generated in-situ, in concentrations (doses) recommended by the relative state or territory health departments. (In areas outside of Australia please refer to the local health department recommendations before use);

Pressure gauges have not been exposed to frosting and freezing conditions and due care has been exercised when attaching them to any Waterco products;

Electrical equipment has been adequately protected from salt air environments and from salt water; and

Any pump used on a filter does not have a shut-off head that exceeds the pressure rating of the filter installed.

All repairs and replacements shall be carried out by Waterco or its authorized service dealer, unless otherwise authorized in writing by Waterco.

If an authorized service dealer is not available within 25 km of the purchaser's area:

- The purchaser must contact the place of purchase or Waterco for further instructions and;
- The purchaser is responsible for any freight or infield labour costs.

EXCLUSIONS

This warranty does not cover, and Waterco will not be responsible for, any defect or damage caused or contributed to by:

- (a) installation or use of the product other than in accordance with Waterco's written instructions, any statutory requirements and these terms and conditions;
- (b) use of the product for a purpose other than for which it was designed or sold;
- (c) abuse, misuse, corrosion, internal and external, or normal wear and tear;
- (d) any repairs or modifications whatsoever carried out by any person, other than a Waterco authorized service dealer;
- (e) exposure to water not caused by a defect in the product; and
- (f) transit of the product over which Waterco has no control.
- (g) inadequate ventilation
- (h) cement, pebbles, render or other pool surface finishes blocking the pump's impeller
- (i) insect and/or vermin infestation

Some three phase pumps are not supplied with thermal overload protection. It is the purchaser's responsibility to have this provision installed by appropriately licensed electricians prior to the initial installation of the pump. All electrical work must comply with any appropriate statutory requirements. Warranty for installation of thermal overload protection is the sole responsibility of the licensed electrical contractor and not Waterco.

To the extent permitted by law Waterco excludes all liability it may have to the purchaser for indirect, special or consequential loss arising from or related to any defect in any Waterco product, or any act or omission of Waterco, including, but not limited to, loss of business, loss of profit, loss of revenue, lost opportunity, inconvenience, and damage to any property other than the Waterco product.

Waterco excludes all other conditions, warranties, liabilities or representations which might, but for these terms and conditions, be implied by law or otherwise. These terms and conditions do not exclude or modify any implied condition or warranty, or any liability imposed on Waterco by any law (including the Trade Practices Act), if to do so would contravene that law or make any part of these terms and conditions void.

To the extent permitted by law, Waterco excludes all conditions and warranties implied into these terms and conditions and limits its liability for breach of any such condition or warranty that it cannot exclude to the greater of (at Waterco's option);

- (a) for goods:
 - Repairing or replacing those goods; or
 - Paying the cost of having those goods repaired or replaced; and
- (b) for services:
 - Resupplying the services; or
 - Paying the cost of having those services resupplied.

GENERAL

The chemical balance of the water is a relationship between total alkalinity, pH, Calcium hardness and temperature. Waterco recommends that you have your water tested regularly by your local pool professional. A record of testing should always be kept for reference.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation may not apply.

This warranty gives specific legal rights. The purchaser may have other rights depending on the jurisdiction in which the Waterco product was purchased or the purchaser is located.

SCHEDULE WARRANTY PERIODS

All products sold by Waterco are covered by a one year warranty with the exception of the products listed below

PRODUCT	FULL WARRANTY	PRO-RATA WARRANTY
PUMPS	3 years (conditional)	Not applicable
<i>Conditions:</i>		
• Wet End	3 years	
• Motor, Mechanical Seal, O ring, Basket, Impellor	2 years	
<i>*Except: Portapac and Delta Spa and Bath Pumps;</i>	1 year	Not applicable
FILTER		
• Thermoplastic Tank	5 years	5 years (See column A)
• Filament Wound Fibreglass	10 years full tank replacement	Not applicable
• Cartridge filter tank & Niche filter tank	5 years	5 years (See column A)
• Fulflo DE Filter Tank	3 years	2 years (See column B)
<i>*Except: All internal parts including fittings, valves, gauges, cartridge elements, DE grids and</i>	1 year	Not applicable
<i>All multiport valves used on sand (granular) or DE filters</i>	1 year	Not applicable
MULTICYCLONE	2 years	
CHEMFLO		
• Controller/ Feeder	2 years	
• Sensor	18 months	
ELECTROCHLOR CHLORINATOR		
• Electrochlor Chlorinator Cell	2 years	3 years (See column D)
• Electrochlor Chlorinator Power Pack	2 years	Not applicable
HEATERS		
Heat Pumps	2 years	3 years (See column D)

PRODUCT	FULL WARRANTY	PRO-RATA WARRANTY
HEATERS Jandy Gas Heaters Controls, copper heat exchanger tubes, and combustion chamber panels are warranted against defects in materials and workmanship. All other parts are Warranted against defects in materials and workmanship.	5 years (conditional) 2 years 5 years	Not applicable Not applicable
SPA BATH SYSTEMS <ul style="list-style-type: none"> Senex systems 	1 year	4 years (See column C)

Commercial Applications:

PRODUCT	FULL WARRANTY	PRO-RATA WARRANTY
All Products installed in a commercial application:	1 year	Not applicable
<i>*Except: Sand (Granular), Filament Wound Tank</i>	1 year	4 years (See column C)

Pro Rata Warranty:

If a purchaser makes a claim under this Warranty during any pro-rata Warranty Period. Waterco will, at its discretion, replace any defective product, material or part at a discount on Waterco's recommended retail price. The purchaser is responsible for any labour and freight costs. The following table sets out the percentage payable by the purchaser for any products, materials and parts in the relevant warranty year (where year 1 is the first year after purchase):

YEAR	A	B	C	D
	5yrs full Wty + 5yrs Pro-Rata	3yrs Full Wty + 2yrs Pro-Rata	1yr Full Wty + 4yrs Pro-Rata	2yrs Full Wty + 3yrs Pro Rata
1	0	0	0	0
2	0	0	50	0
3	0	0	60	40
4	0	60	70	60
5	0	80	80	80
6	50	N/A	N/A	N/A
7	60	N/A	N/A	N/A
8	70	N/A	N/A	N/A
9	80	N/A	N/A	N/A
10	90	N/A	N/A	N/A

Warranty Limitations:

The provisions of this warranty are not transferable from the original purchaser and are in addition to and not in modification of or subtraction from any applicable statutory warranties, rights or remedies.

Labour is covered by this warranty for a period of 12 months from the date of purchase or installation, within a 25 km radius of an authorized Waterco Service Agent.

Spare parts used in the repair of products are covered by a 12 month warranty and are not covered by the original warranty from date of purchase or installation.

The purchaser is responsible for any freight incurred.

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WATERCO

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Member
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