

Duraquartz® Pool-mix Warranty

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for any 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 fails to be of acceptable quality and the failure does not amount to a major failure.

Should you wish to make a claim under the Australian Consumer Law, please contact us using the details set out below.

Our Warranty

Duraquartz® Pool-mix (the **product**) is also covered by Duraquartz Pty Ltd's ABN 81 169 327 459 (the manufacturer's) warranty set out in this document (**Our Warranty**). Our Warranty is for a period of 7 years from date of purchase and is in addition to (and does not exclude, restrict or modify) any rights or remedies to which you may already be entitled under the Australian Consumer Law or any other relevant law relating to this product. Under Our Warranty the product will be replaced by Duraquartz Pty Ltd.

Our Warranty (which is subject to the conditions below) warrants that Duraquartz® Pool-mix:

1. **Is of merchantable quality** – The product will be of a level of quality and performance that is reasonable to expect having regard to its price and the way it is described. Minor variations in colour are considered normal.
2. **Is fit for purpose** – Duraquartz® Pool-mix is designed to be used in swimming pool renders mixed with Portland cement and oxides. It is guaranteed not to fade for a period of seven years where water balance is maintained in accordance with Australian Standard 3633 (1989) – “Private Swimming Pools – Water Quality”.
3. **Is free from defects** – There are no hidden defects which affect the merchantable quality of the goods.

Should you wish to make a claim under Our Warranty, you must send your claim to:

Duraquartz Pty Ltd
23 Roberts Street (West)
Osborne Park W.A. 6017.

Any cost incurred by you in making a claim under Our Warranty will be borne by you.

Our Warranty is subject to the following conditions:

1. The scope of this warranty is limited to replacement of defective product. It does not extend to consequential loss or damage of any kind.
2. As manufacturer of the product, Duraquartz Pty Ltd is not responsible for application faults.
3. Our Warranty does not extend to damage caused by the addition of other materials, movement in the concrete shell of a pool and/or incorrect water balance.
4. Our Warranty does not extend to damage caused when sulphuric or other sulphate bearing pool acidifiers are used to balance PH in the pool (e.g. low fume acid).

The completion date of the work and proof of product purchase and product payment must be documented by the independent entity contracted to do the work and the pool owner on the form below and returned to Duraquartz Pty. Ltd. within 30 days after completion of the work for any claim under Our Warranty to be considered. This warranty is between Duraquartz Pty Ltd and the pool owner conditional upon full payment for the product and is not transferable to any other party and is strictly limited to whole use of Duraquartz Pool-mix manufactured by Duraquartz Pty Ltd for the performance of the work. Use of substitute materials in whole or in part will void this warranty.

**Please return this section to Duraquartz Pty Ltd. 23 Roberts Street (West) Osborne Park W.A. 6017.
Duraquartz Pty. Ltd. WARRANTY**

Date of Purchase: Completion Date:

Invoice No(s): Product: Duraquartz Pool-mix

POOL OWNER:

Name:

Job Address:

State: Post Code:

Telephone:

CONTRACTOR:

Name:

Job Description:
..... Colour:

POOL OWNER Signature: Date:

CONTRACTOR Signature: Date:

Duraquartz Pty Ltd t/as
Pool Building Supplies
ABN: 81 169 327 459
23 Roberts Street (West)
Osborne Park W.A. 6017
phone: 08 9444 9414
email: pbsupplies@westnet.com.au
www.poolbuildingsupplies.com.au