

WARRANTY

WATERCO WARRANTY Terms & Conditions

Effective September 2017

Including



LACRON

BAKER HYDRO



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.**

OFFICES - AUSTRALIA

NSW - Sydney
(HEAD OFFICE)
Tel : +61 2 9898 8686
VIC/ TAS - Melbourne
Tel : +61 3 9764 1211
WA - Perth
Tel : +61 8 9273 1900
QLD - Brisbane
Tel : +61 7 3299 9900
SA/ NT - Adelaide
Tel : +61 8 8244 6000
ACT Distributor
Tel : +61 2 6280 6476

OFFICES - OVERSEAS

Waterco USA
Augusta, USA
Tel : +1 706 793 7291
Waterco Canada
Longueuil, QC, Canada
Tel : +1 450 748 1421
Waterco (Europe) Limited
Sittingbourne, Kent. UK
Tel : +44(0) 1795 521 733
Waterco (NZ) Limited
Auckland, New Zealand
Tel : +64 9 525 7570

Waterco (C) Limited
Guangzhou, China
Tel : +8620 3222 2180

Waterco (Far East) Sdn. Bhd.
Selangor, Malaysia
Tel : +60 3 6145 6000

PT Waterco Indonesia
Jakarta, Indonesia
Tel : +62 21 4585 1481

Waterco International Pte Ltd
Singapore
Tel : +65 6344 2378

WATERCO

Waterco Limited ABN 62 002 070 733



WATERCO

water, the liquid of life

www.waterco.com_au

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[Important note: The benefits under this warranty are in addition to other legal rights and remedies you may have in relation to Waterco products]

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 during the warranty period, 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. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law [applicable only to Australian States and Territories]. 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 goods fail to be of acceptable quality and the failure does not amount to a major failure.

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 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);
7. Any pool and spa equipment has been used in water:
 - a. With a temperature not exceeding 40 degrees Celsius;
 - b. With a pH range maintained between 7.2 – 7.6;
 - c. 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;
 - d. 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
 - e. That has been regularly treated with a sanitizing system using bromine, chlorine, hydrogen peroxide 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);
8. Pressure gauges have not been exposed to frosting and freezing conditions and due care has been exercised when attaching them to any Waterco products;
9. Electrical equipment has been adequately protected from salt air environments and from salt water; and
10. 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.

LIMITATIONS OF LIABILITY

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.

To the extent permitted by law, Waterco excludes all other conditions, guarantees, liabilities or representations that are not expressly set out in this agreement. These terms and conditions do not attempt to exclude, restrict or modify any applicable statutory rights, or any exercise of any statutory rights, or any liability imposed on Waterco by any law (including the Competition and Consumer Act 2010), 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.

TEST YOUR WATER REGULARLY

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 OF PARTS WARRANTY PERIODS

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

Please note: 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.

Domestic Applications:

PRODUCT	PARTS WARRANTY	PRO-RATA WARRANTY
PUMPS		
Conditions:		
• Wet End	3 years	
• Motor, mechanical seal, hair & lint pot lid, o'ring, basket, impeller & diffuser	2 years	
<i>*Except:</i>		
Portapac and Delta Spa and Bath Pumps;	1 year	
FILTER		
• Thermoplastic filter tank	5 years	5 years (See column A)
• Filament Wound / Exotuf filter tank	10 years	Not applicable
• Cartridge / Bag filter tank	5 years	5 years (See column A)
• DE / filter tank	3 years	2 years (See column B)
• MultiCyclone Plus / Ultra	2 years	
<i>*Except: All internal parts including fittings, valves, gauges, cartridge elements, DE / Pearlite grids and</i>	1 year	
<i>All multiport valves used on sand (granular) or DE / Pearlite filters</i>	1 year	
• Controller / Feeder	2 years	
• Sensor	18 months	
SALT CHLORINATORS		
• Electrochlor Chlorinator Cell	3 years	2 years (See column B)
• Electrochlor Chlorinator Power Pack	3 years	
• Hydrochlor Chlorinator Cell	3 years	
• Hydrochlor Chlorinator Power Pack	3 years	
HEAT PUMPS	2 years	3 years (See column D)
GAS HEATERS	2 years	
ROBOTIC POOL CLEANERS		
• Admiral	2 years	
	2 years	
• Swimkleen Main body	2 years	
• Cleaner Hose & other components	1 years	

Commercial Applications:

All products installed in a commercial application are covered by a one year warranty except commercial filament wound tanks.

Please note: 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.

PRODUCT	PARTS WARRANTY	PRO-RATA WARRANTY
Commercial filament wound tanks	5 years	5 years Pro-Rata
<i>*Except all internal parts including fittings, valves, gauges and media.</i>	1 years	

HOW OUR PRO-RATA WARRANTY OPERATES:

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, provided that the purchase contributes to a percentage of Waterco's list 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
	5 years warranty +5 years pro rata warranty	3 years warranty +2 years pro rata warranty	1 year warranty +4 years pro rata warranty	2 years warranty +3 years pro rata warranty
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

COMMERCIAL PRO-RATA WARRANTY

YEAR	5 Year + 5 Year Pro Rata	YEAR	5 Year + 5 Year Pro Rata
1	0%	6	50%
2	0%	7	60%
3	0%	8	70%
4	0%	9	80%
5	0%	10	90%

SUMMARY OF 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.