



WARRANTY

AUSTRALIA & NEW ZEALAND ONLY

Skimmer Lids Pty Ltd Product Quality Guarantee

You have purchased a quality product from Skimmer Lids Pty Limited ABN 52 169 398 636 ("Skimmer Lids").

Skimmer Lids products come with warranties that cannot be excluded under the Australian Consumer Law. The consumer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The consumer is also entitled to have the goods repaired or replaced if the goods fail to meet acceptable quality and the failure does not amount to a major failure.

Benefits provided to the consumer by this Warranty are in addition to other rights and remedies available to the consumer under the law.

Skimmer Lids guarantees the products:

- **ARE OF MERCHANTABLE QUALITY** - The products will be of a level of quality and performance that it is reasonable to expect having regard to price and description.
- **CORRESPOND TO THE DESCRIPTIONS** - Samples and displays reflect products that would ordinarily be made available for sale.
- **ARE FIT FOR PURPOSE** – Skimmer Lid products are designed for the use detailed and depicted on its website www.skimmerlids.com.au, in its marketing material and in the guidelines (Home Owners Manual and Contractor Installation Instructions) initially supplied with these products.
- **ARE FREE FROM DEFECTS** - In workmanship and materials for the Warranty Period. If the product fails during normal and proper use within the Warranty Period, Skimmer Lids will repair or replace the defective parts of the product, or the product itself, with new or reconditioned parts or products that are functionally equivalent or superior to those originally supplied. The scope of this Warranty is limited to replacement of defective product. It does not extend to collateral damage of any kind.

1. The Warranty:

- Applies only if the product/s purchased were newly manufactured on the date of purchase for use in Australia and New Zealand;
- Commences from the date of purchase as listed on the Customers/Representatives' invoice; please keep the original purchase invoice and this Warranty document for future service request;
- Applies to products, which include QUAD and HIDE branded Inlay Lids, Edge Protectors and Safety Keys for a period of ten years following correct and proper installation by a licensed and appropriate contractor;
- Applies only to items purchased from authorised Skimmer Lids Representatives;
- Applies only to the original purchaser and cannot be transferred;
- Is void when the products are not used in conjunction with the instructions and guidelines provided by Skimmer Lids on its website www.skimmerlids.com.au and initially supplied with these products (Home Owners Manual and Contractor Installation Instructions).
- Does not cover labour costs associated with the removal, repair or return shipping on a defective product, or the installation of a replacement product.

- Does not cover injury to persons, damage to property, loss of income, profit or business or any other indirect loss arising from or caused in any way by a defective product.

2. Product Identification:

- Skimmer Lids reserves the right to reject claims for any services or work where the Customer requesting such work or services from Skimmer Lids and/or its Representatives cannot produce for verification the proof of purchase as per original purchase invoice.

3. Customer Responsibility:

When installing the product:

- Ensure a professional, suitably experienced licensed contractor (eg licensed tiler) is engaged to install the new product.
- Ensure that on the date of installation, a copy of the applicable installation instructions is readily available for the approved contractor. The products are packaged with Contractor Installation Instructions, and they can be accessed on www.skimmerlids.com.au - navigate to the *Installation* page.

When using the product:

- Read the Home Owners Manual first, as supplied with these products. Use the product only according to the Manual.
- Regularly care and maintain the product according to the Home Owners Manual and the guidelines listed on www.skimmerlids.com.au
- If a Home Owners Manual is not available with your product, or is misplaced, a copy should be downloaded from www.skimmerlids.com.au and kept in secure storage.

Ensure you practice safe use at all times. The Warranty will be void, and Skimmer Lids will not be liable for any costs or damages:

- If the product is removed manually.
- If the product is operated by a child or children. The product is designed for adult operation only.
- If the Safety Key is not kept out of reach from children at all times, stored in a secure, childproof place and returned to safe storage after use.
- If the Safety Key is used to carry/transport the product.
- If the Safety Key is left in the key-way. The key is not specified or designed to remain in the lid.
- If a device other than the Safety Key is used to operate the lid.

4. What is covered by this Warranty:

- The product is covered for faulty workmanship on components or faulty materials that have failed under normal use which are contained within the product.
- Skimmer Lids and/or its Representatives will decide if there are any defects in the material and/or workmanship.
- This Warranty is only applicable for repairs/replacement on declared equipment carried out within Australia and New Zealand.

5. What is not covered by this Warranty (excluded):

- Any damage or failure:
 - i. Due to the product being inadequately or incorrectly serviced or maintained as described in the Home Owners Manual and on www.skimmerlids.com.au;

- ii. Resulting from environmental conditions including and not limited to dirt, dust, vermin, insects, rust, corrosion, salt build-up, on any part of the product;
- iii. Resulting from excessive use “fair wear and tear”;
- iv. Resulting from poor or incorrect installation including and not limited to positioning and connection to a peripheral device such as plumbing and drainage, or incompatibility of connected equipment;
- v. Resulting from installation by an unlicensed, unqualified or unsuitable person;
- vi. Where Skimmer Lids reasonably considers that there has been excessive or abnormal use of the product;
- vii. If a product is removed manually;
- viii. If a product has been dismantled, repaired or serviced by a non-authorized person/contractor, or where the product is altered or modified in any way unless the modification has been approved in writing by Skimmer Lids;
- ix. Caused by power surges or spikes, including and not limited to, mains power, or to other unspecified sources, incorrect power current, voltage fluctuation, amperage fluctuation, rust or corrosion;
- x. If the Safety Key is used to carry or transport the lid;
- xi. If a device other than the Safety Key is used to access the products;
- xii. (Accidental or other) that is cosmetic, meaning damage that does not impact the operation and functioning of the product, such as without limitation to rust, “tea-staining”, oxidation, change in colour, texture or finish, wear and tear, gradual deterioration;
- xiii. Resulting from use outside of the operation or storage parameters or environment detailed in the Home Owner’s Manual and on www.skimmerlids.com.au;
- xiv. Caused by contamination with hazardous substances or radiation, which includes acid and/or chemical washing solutions used for the cleaning of pool and outdoor areas;
- xv. Of unknown cause, caused by any other event, willful act, default or omission outside Skimmer Lids’ control.

6. The Warranty Ceases if: -

- The product is sold at an auction, online or otherwise;
- The product is operated by a child or children. The product is designed for adult operation only;
- The Safety Key is not kept out of reach from children at all times, stored in a secure, childproof place and returned to safe storage after use;
- The Safety Key is left in the key-way. The key is not specified or designed to remain in the lid;
- There is failure to pay monies owing on invoices for the Skimmer Lids product; or
- There is continued use of the product for a significant period of time after any defect becomes apparent, or would have become apparent to a reasonably prudent operator or user.

7. Further information:

- Neither Skimmer Lids nor its Representatives provide loan equipment under the terms of this warranty.
- Replacement items are “Like for like” and is not “new for old” and does not indicate in any way that a faulty product will be replaced with a new part or unit. “Like for like” may either be a quality checked (QC) refurbished or reconditioned unit of the same or equivalent model, size, specifications or features.
- Skimmer Lids accepts no liability for items that are lost, damaged, or stolen as a result of freight, transport or

storage. If you are required to transport the product to an authorized service centre, you must ensure that it is securely packed and insured.

- On Public Holidays or other periods when regular business and wholesale operations are temporarily ceased, repairer availability and Warranty response times may extend beyond the standard response times due to the availability of repairers and parts. In respect of all claims, Skimmer Lids shall not be liable to compensate the purchaser or a Representative for any delay in either replacing or repairing the workmanship or the product, or in properly assessing the original claim.

8. Making a Warranty claim:

To make a claim:

- Contact Skimmer Lids by telephone on 07 3807 2551; or
- Visit your retailer (place of purchase) and lodge the claim personally with retail staff; or
- Contact your installation contractor (if purchased through them) and lodge the claim personally; or
- Visit Skimmer Lids and lodge the claim personally with our staff.

When lodging a claim, please provide a full description of the product, the reason for the claim and proof of original purchase.

You will need to present your receipt as proof of purchase in order to make a claim under the Warranty. You can do this by:

- Emailing a copy of the receipt to us at (admin@skimmerlids.com.au); or
- Including a copy of the receipt with the product if it is delivered to Skimmer Lids for repair; or
- Providing a copy to Skimmer Lids staff if you return the product personally.

Once you have lodged a claim, we will ask you to return the product. To return the product:

- Return to your retailer (place of purchase); or
- Return to your installation contractor (if purchased through them); or
- Arrange for the product to be delivered to Skimmer Lids (at your own expense); or
- Request that Skimmer Lids arrange a courier to collect the product from you (This applies only if the product is covered under the Warranty. Skimmer Lids will bear this cost); or
- Return the product personally to Skimmer Lids.

We will then assess the claim and notify you whether it is covered under the Warranty. The decision whether to repair or replace a product is at our sole discretion unless there is a “major failure” as defined in the Australian Consumer Law.

If the claim is approved, we will deliver the repaired or replaced product back to you at our own cost. You will need to provide us with your contact details so that we can return the product to you.

If the claim is rejected and we determine the product is not covered under the Warranty, we will deliver the product back to you at your expense. If your claim is not covered, Skimmer Lids will offer to repair the product at your expense.

Please note that our courier service is limited to accessible areas within Australia. For more information please contact Skimmer Lids on 07 3807 2551.

