

Guarantee & Warranty

1. GUARANTEE AND WARRANTY

The supplier undertakes that it will remedy any defects apparent in the goods or in the manner of their installation during the applicable period noted from the date when the installation of the goods has been completed, subject always to clause 2(b) below.

Product	Guarantee
Aqua-Net	5-year guarantee
Aqua-Fence	5-year guarantee
Aqua-Guard	3-year guarantee
Leaf Cover	5-year guarantee
Solid Safety Cover – PVC	3-year guarantee / Winder: 2-year guarantee
Solid Mesh Cover – 95% Shade Cloth	5-year guarantee / Winder: 2-year guarantee
Aqua-Dome Solar Blanket	1-year guarantee & 6-year reducing warranty/2-year guarantee on solar blanket rollers
Aqua-Bubble Solar Blanket	1-year guarantee & 3-year reducing warranty/2-year guarantee on solar blanket rollers
Enviro-Bubble Solar Blanket	1-year guarantee & 4-year reducing warranty/2-year guarantee on solar blanket rollers

Aqua-Net shall remedy any defects in the material, workmanship or component parts over the stipulated guarantee / warranty period. Should the material or component parts not meet the guarantee / warranty period, Aqua-Net will decide to repair or replace the product and/or the related component parts. The guarantee / warranty offered does not cover fair wear and tear, UV damage, damage from exposure to chemicals or pets, or as a result of misuse or mishandling the product concerned.

2. EXCLUSION OF LIABILITY

Defect, wear and tear: The supplier warrants that the goods shall be made from the finest material available, but it shall not be liable for any damages to or deterioration in the goods due to misuse, abuse or fair wear and tear, including abrasion, pets or damage due to UV exposure or chemicals.

Accident, injury, loss of life or damage: The customer shall indemnify the supplier and the supplier shall not be liable for any claims whatsoever arising from any accident, loss of life or damage resulting directly or indirectly from supply and installation of the goods sold and purchased under the agreement.

Paving: The supplier shall not be responsible for any civil work that may be required in and around the pool to enable it to install any of its goods supplied by it. The customer shall ensure that coping stones, brick work and any other structures around the pool will be able to accommodate securing points required to secure the pool cover/net. The customer shall be liable for the supplier's cost of any repeat visits that may become necessary as a result of the supplier's inability to access the customer's property at any times arranged with the customer for the delivery and/or installation of any of its goods.

3. PAYMENT

Payment of the price is to be effected within 7 (seven) days from the date of the seller's invoice, regardless of whether or not the invoice has been received by the purchaser. A 50% deposit is required on acceptance. The balance of 50% is due within 7 days of completion. Failure to settle payment within the 7-day time frame will lead to the account being handed over after 28 days. Costs related to collection of monies owed will be for the customer's account. Interest charges will be applicable at a rate of 17% per annum.

4. JURISDICTION IN DISPUTES

For the purpose of all or any proceedings herein, the purchaser hereby consents to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrates Court Act of 1994 as amended, notwithstanding that the amount in dispute exceeds the jurisdiction of such court, in which event this clause shall refer to the Magistrate's Court Act of 1994 as amended.

Notwithstanding the foregoing, the seller shall have the right at its sole option and discretion to: Institute proceedings in any other competent Court which otherwise has jurisdiction.