



TERMS AND CONDITIONS

1. Introduction

These Terms and Conditions ("Terms") govern the sale and use of Pure Plunge Pools ("Product"). By purchasing and using our Product, you ("Customer") agree to comply with these Terms.

2. Limitation of Liability

Pure Plunge is not liable for any indirect, incidental, or consequential damages arising from the use or inability to use our product. Our total liability is limited to the purchase price of the product.

3. Warranty Disclaimer

Pure Plunge offers a 5-year warranty on the structural integrity of the plunge pool, covering defects in materials and workmanship. This warranty does not cover damage caused by misuse, improper installation, environmental factors including fading, or normal wear and tear. The 5 year warranty is prorated from delivery date. Calculation of Coverage: The prorated amount is calculated based on the remaining time in the warranty period.

4. Usage Guidelines

Customers must follow the provided installation and maintenance instructions. Misuse, neglect, or improper installation voids the warranty. It is the responsibility of the Customer to ensure that the installation site meets all local building codes and regulations.

5. Return and Refund Policy

Products can be returned within 30 days of delivery if they are unused and in their original condition. The Customer is responsible for return shipping costs to the Pure Plunge specified address. Refunds will be issued upon receipt and inspection of the returned Product, minus a restocking fee of 15%. Restocking fee is non negotiable. Refunds will be made within 90 days of the approved refund/return.

6. Intellectual Property

All trademarks, logos, and proprietary information related to Pure Plunge Pools are the exclusive property of Pure Plunge and are protected by intellectual property laws. Unauthorized use of these materials is prohibited.

7. Privacy Policy

Pure Plunge is committed to protecting your privacy. Personal information collected during the purchase process will be used solely for processing orders, providing customer support, and sending marketing communications (with the option to opt-out).

8. Dispute Resolution

Any disputes arising from the use of our Product or these Terms will be resolved through mediation or arbitration, as agreed upon by both parties. If mediation or arbitration is not successful, the dispute will be resolved in the courts.

9. Modification of Terms

Pure Plunge reserves the right to modify these Terms at any time. Changes will be posted on our website and will take effect immediately. It is the Customer's responsibility to review these Terms periodically.

10. Liability Disclaimer

By purchasing and/or using any Pure Plunge product or associated products sold directly by Pure Plunge or through our authorised resellers, the customer acknowledges and agrees to the following:

- 1. Limitation of Liability** Pure Plunge shall not be held liable for any harm, injury, or death resulting from the use, misuse, installation, or maintenance of our products. All plunge pools and related equipment must be used in accordance with applicable safety standards and local regulations. The customer assumes full responsibility for ensuring that all necessary precautions are taken to minimise risk, including but not limited to supervision, fencing, signage, and compliance with pool safety laws.
- 2. Electrical Safety** If the plunge pool is installed in proximity to metal objects, it is the sole responsibility of the purchaser to ensure that all such objects are properly grounded by a licensed electrician. Pure Plunge does not accept any liability for electrical hazards or failures arising from improper installation or grounding.
- 3. Safety Compliance** We strongly encourage all pool owners to adhere to relevant pool safety regulations and implement appropriate safety measures to protect users of all ages. This includes but is not limited to childproof barriers, non-slip surfaces, and clear usage guidelines.

By taking delivery of Pure Plunge products and receiving access to these T&C's via QR code, links, hard copy or access to PDF on website the customer confirms their understanding and acceptance of these terms.



WARRANTY

Document updated: 01/10/25

Pure Plunge Pty Ltd ABN 68 655 958 834

This Warranty applies to all Pure Plunge pools and includes third-party products (such as filters and pumps) supplied as additional components of each Pure Plunge pool package which may have its own manufacturers warranty.

This Warranty is an agreement between the original purchaser or subsequent own (you) and Pure Plunge.

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 the goods fail to be of acceptable quality, and the failure does not amount to a major failure.

1. Warranty transfer

1.1. This Warranty is non transferable from the original purchaser to a subsequent owner.

2. Warranty Overview

2.1. The commencement date of this Warranty is the date agreed between Pure Plunge and you, that your Pure Plunge pool is made available for delivery, even if your Pure Plunge pool is stored by Pure Plunge or elsewhere on your behalf.

2.2. Before making any claims under this Warranty, you must take all reasonable steps to make claims on any relevant insurance policies that may cover damage to the Pure Plunge pool and its ancillary equipment.

2.3. Any claim under this Warranty must match your Pure Plunge pool to Pure Plunge's internal identifying records.

2.4. Your Pure Plunge pool must have been installed in compliance with Pure Plunge's engineering specifications.

2.5. Only an approved person may carry out repairs to your Pure Plunge Pool. Repairs by an unauthorized/unapproved person may void part or all of this Warranty.

3. Warranty limitations

3.1. This Warranty covers only the Pure Plunge pool and ancillary equipment supplied by Pure Plunge as set out in Pure Plunge's order confirmation. It does not cover concrete slabs, supporting steelworks and any other foundations, electrical and plumbing services, surrounding structures, pool fencing, or any other items not supplied by Pure Plunge.

3.2. Interior and exterior surfaces may exhibit minor imperfections which may include seems that have been grinded down resulting from the mold used in the manufacturing process. Such imperfections do not affect the performance of the Pure Plunge pool and do not give rise to a claim under this Warranty.

3.3. If the polyethylene shell requires repair under this Warranty, the method of repair may vary and will be determined by Pure Plunge at the time of repair.

3.4. Repairs to your Pure Plunge pool under this Warranty may exhibit slight colour, dimensional, slight fading and texture variations from its original condition. This is normal and does not affect the performance of the Pure Plunge pool and does not give rise to a claim under this Warranty.

3.5. The repair or resupply of the Pure Plunge Pool is the absolute limit of Pure Plunge liability under this Warranty.

3.6. Pure Plunge makes no express warranties or representations other than as described in this Warranty and the Pure Plunge Terms attached to the order confirmation.

4. Warranty Exclusions

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4.1. This Warranty does not cover damage caused by any of the following:

4.1.1. Your failure to follow the instructions set out in the Pure Plunge Operation Guide.

4.1.2. Transport, loading, unloading, lifting, and relocation of the Pure Plunge pool.

4.1.3. Acts of nature, including without limitation storms, floods, droughts, water ingress, soil movement, and landslides.

4.2. This Warranty does not cover the following:

4.2.1. Any Pure Plunge pool not installed on the recommended base in accordance with Pure Plunge specifications and engineering certification.

4.2.2. Water used to fill your Pure Plunge pool, nor any additives required to achieve the chemical balance as set out in the Pure Plunge Operation Guide.

4.3. Repairs undertaken by any party other than a Pure Plunge authorised / approved person.



WARRANTY CONTINUED

5. Warranty Period

- 5.1. The polyethylene material is warranted for a period of **5 years from the delivery date** with a prorated warranty.
- 5.2. Pool suction and return fittings are warranted for a period of 12 months from the delivery date.
- 5.3. Pool suction and return fitting seals are warranted for leaks for a period of 12 months and not warranted for damage caused by misuse or incorrect backfill materials or instructions.
- 5.4. All other components are subject to the warranty offered by the respected manufacturer or supplier. These include (without limitation) pumps, filters, heaters, sanitisers, automation, cleaner and associated equipment such as stairs, pool covers and associated equipment, lighting, etc. Details can be provided by Pure Plunge on request.
- 5.5. Prorated warranty possible percentages:
- Within 24 months of delivery date: 100%
 - Between 2 years - 4 years of delivery date: 80%
 - Between 4 years - 5 years of delivery date: 50%

6. Warranty Claim Procedure

- 6.1. A claim under this Warranty must be advised in writing to Pure Plunge within one month after any alleged defect become apparent. Claims and associated documentation must be sent by email to: sales@pureplunge.com.au
- 6.2. To process a claim under this Warranty:
- 6.2.1. Pure Plunge in its sole discretion, shall determine if a claim is valid by considering the conditions, limitations and exclusions detailed in this Warranty.
- 6.2.2. Pure Plunge may require additional information from you, including without limitation:
- At least three most recent water test results - logged through Reece Pool and Irrigation
 - Building certification documentation
 - Specific information and photographs of the alleged defect
 - Any other information deemed by Pure Plunge to be relevant
 - Physical inspection of the alleged defect during business hours
- 6.3. Pure Plunge shall take no longer than ninety days to determine the claim once all requested information has been received.
- 6.4. If a claim is accepted by Pure Plunge, any corrective action shall be scheduled and completed in consultation with you within a mutually acceptable time period.