



SplashMe Warranty against defects

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are entitled to have the goods replaced if the goods fail to be of an acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law.

1 Definitions

In this warranty policy, the below terms are given the following meanings:

We, us or our means Nymet Innovations Pty Ltd ACN 152 455 457;

You or your means the purchaser or end user of the Goods;

Goods means the SplashMe smart pool automation controller;

Defect in relation to the Goods, means a material failure of the Goods to substantially comply with its Specifications; and

Specifications means the specifications for the Goods as supplied to you by us.

2 Our Details

Name	Nymet Innovations Pty Ltd
Business Address	37 Stanbel Road, Salisbury Plain SA 5109
Telephone	(08) 250 1180
Email	info@splashmepool.com.au

3 Warranty

If you purchase Goods from us or one of our approved distributors or resellers, we provide a standard manufacturer's warranty for a period of two years from the date of the sale of the Goods (**Warranty Period**) on the operation and performance of the Goods in accordance with the terms of this warranty policy and any other agreement you may have with us.

We provide the following warranty against Defects:

- (a) Unless otherwise stated, the Goods will be free from Defects for the Warranty Period.
- (b) We will provide you with an equivalent replacement to the Goods or repair the Goods free of charge, should the Goods suffer a Defect during the Warranty Period.

This warranty may not cover costs that you incur in relation to removing or re-installing the Goods or any damage that may occur to any products or equipment connected to or used in conjunction with the Goods.

Subject to your rights under the Australian Consumer Law, this warranty policy constitutes the entire guarantee and warranty by us.

4 Exclusions

This warranty does not apply and is void if the Goods were not:

- (a) purchased from us or one of our approved resellers or distributors; and/or
- (b) installed by one of our approved installers.

Further, this warranty does not apply if a Defect in the Goods was caused due to damage, malfunction or failure arising from any of the following circumstances:

- (c) the Goods are not used in accordance with the instructions provided with the Goods or the instructions provided by our approved installers;
- (d) the Goods have been subjected to unauthorised modifications, tampering or repairs;
- (e) the Goods are used for a purpose other than their intended purpose;
- (f) the Goods are misused or otherwise operated outside of their Specifications or any recommendations provided to you by us;



- (g) the Goods are used with a filter pump with over two kilowatts (2kW) of power;
- (h) any defective accessory, pump or other equipment is used with the Goods;
- (i) an act of God or other natural disaster affects the Goods;
- (j) the Goods are subjected to a power spike, surge or other irregularity in the supply of electricity to the Goods; or
- (k) the Goods are affected by insect or vermin infestation or any other foreign object or substance.

This warranty only relates to the Goods and does not extend to any damage or fault caused to any other equipment, accessory or pump that is used in conjunction with or is connected to the Goods.

5 Claim process

- (a) You must immediately cease using the Goods when you become aware or suspect that a Defect in the Goods may have arisen.
- (b) Before you make any claim under this warranty, you must first contact the approved installer of the Goods. The approved installer will then inspect the Goods and prepare a report in relation to the suspected defect. You will be provided with a copy of this report.
- (c) If you wish to make a claim under this warranty, you must notify us in writing at:
Mail: Nymet Innovations, 37 Stanbel Road, Salisbury Plain SA 5109; or
Email: info@splashmepool.com.au
- (d) In your letter or email, you must include the following information:
 - (i) your full name;
 - (ii) the address at which the Goods are installed;
 - (iii) a description of the issue(s) with the Goods;
 - (iv) a description of how you think the issue(s) arose;
 - (v) photographs of the Goods, including of the specific part(s) affected by the issue(s) (if possible);
 - (vi) the serial number of the Goods;
 - (vii) proof of purchase of the Goods;
 - (viii) proof that the Goods were installed by one of our approved installers; and
 - (ix) a copy of the report provided by the approved installer on the outcome of their inspection regarding the suspected defect.

We recommend that you keep all such documentation in the event that you need to make a claim under this warranty policy. If you do not provide all of the above information, we may not be able to process your warranty claim.

- (e) Following receipt of your letter or email, we will assess your claim and respond to you within 5 business days to:
 - (i) advise you of the outcome of your claim;
 - (ii) request additional information from you; or
 - (iii) request to inspect the Goods.
- (f) In the event that we request to inspect the Goods, you must arrange for the Goods to be returned to us for inspection at your expense. If it is found that there is a Defect with the Goods and that Defect is covered under this warranty policy, we will reimburse you for your reasonable expenses of returning the Goods to us for inspection. In our sole discretion, we may agree to arrange for inspection of the Goods at the premises at which they are installed.
- (g) We will notify you of the outcome of your claim within 5 business days of our inspection of the Goods, or our receipt of requested additional information.
- (h) If your claim is accepted as a valid warranty claim under the terms of this warranty, we will repair the Goods or provide you with an equivalent replacement product free of charge. We will bear the reasonable expenses of delivering the repaired or replacement product to you.



- (i) If your claim is rejected, we will provide you with a written explanation of the reasons why. If we have your Goods as we requested to inspect them, you may request that we return them to you at your expense.
- (j) All repaired, replaced or substituted Goods continue to receive the benefit of this warranty, but only for the remainder of the original Warranty Period that applied in relation to the Goods.