

Roux Investments Pty Ltd (ABN 75 133 207 815)  
T/A Shipping Container Pools  
17 Corbould Road  
Coolum Beach, Qld 4573



## Warranty Provisions for Jurisdiction of Australia

The entity identified as Roux Investments Pty Ltd, with the Australian Business Number (ABN) 75 133 207 815, henceforth trading under the appellation "Shipping Container Pools" (hereinafter referred to as "SCP"), hereby represents and warrants the production of avant-garde, light-weight, integrated terrestrial swimming facilities. These facilities, herein recognized as SCP Pools, are engineered utilizing repurposed "one-trip" shipping containers, available in dimensions of 6 and 12 metres. The aforesaid products are meticulously designed and fabricated within the jurisdiction of Queensland's Sunshine Coast and are distributed across all territories and states within the Commonwealth of Australia.

The present Warranty is extensively applicable to every SCP Pool, inclusive of tertiary party products (which comprise, but are not restricted to, filters, pumps, decking, and various essential hardware) incorporated as inherent elements of every SCP Pool. This Warranty constitutes a binding covenant between the initial acquirer or any successive proprietor (hereinafter referred to as "the Purchaser") and SCP.

### Transferability of Warranty

This Warranty provision is transferrable from the initial acquirer to any successive proprietor, contingent solely upon the original location of installation. The transferability of the aforesaid Warranty is bound by the conditions, limitations, and exclusions delineated herein. It is incumbent upon the Purchaser to notify SCP in written form regarding the intent to transfer the Warranty, inclusive of the comprehensive name of the new owner and the original domicile of SCP Pool installation prior to the actual transfer, and no later than a month post the finalization of said transfer. Any transfer devoid of written intimation to SCP shall be rendered null and void.

### Conditions Governing Warranty

- The effective commencement of this Warranty shall be the date upon which your SCP Pool is made available for delivery, irrespective of any ensuing storage by SCP or on behalf of the Purchaser.
- Prior to lodging any claims under this Warranty, the Purchaser is mandated to undertake all prudent measures to raise claims under any pertinent insurance provisions which may encompass damages inflicted upon the SCP Pool and ancillary apparatus.

### Limitations Imposed upon Warranty

- The present Warranty exclusively encompasses the SCP Pool and collateral equipment as stipulated in SCP's order affirmation. It expressly excludes support mechanisms like steelwork, foundational elements like concrete slabs, electrical conduit, plumbing systems, peripheral structures, pool enclosures, or any other elements not directly provided by SCP.
- Both interior and exterior surfaces might manifest trivial imperfections which are deemed as non-detrimental to the SCP Pool's performance and shall not constitute a valid claim under this Warranty.

- The composition of Cor-ten, employed in the fabrication of Shipping Containers and intermittently referred to as “weathering Steel,” provides an enhanced resistance to atmospheric corrosion in juxtaposition with other steel variants due to the unique alloying elements within its composition. This protective layer, whilst offering preservation, also demands periodic desiccation. The subsequent weathering characteristics of Cor-ten do not compromise the structural integrity nor the aesthetic appeal of the SCP Pool, and hence, shall not be deemed a legitimate basis for a claim under this Warranty. Refer to the “General Maintenance” document for guidance on prolonging and safeguarding the cosmetic facade of the shipping container pool.
- In instances where the fibreglass shell necessitates remediation under this Warranty, the modus operandi for such rectifications may vary and shall be conclusively determined by SCP upon evaluation.
- Indiscretions or aberrations resulting from repair interventions under this Warranty, including but not limited to colour, dimension, and texture deviations from its pristine condition, are deemed commonplace and shall not prejudice the SCP Pool's performance or warrant a claim.

### **Exclusions to the Warranty**

This Warranty specifically omits coverage of damages stemming from, but not limited to:

- The Purchaser's negligence to adhere to instructions delineated in the SCP Quick Start Guide.
- Any logistical processes, including transport, loading, unloading, and repositioning, irrespective of the activation status of integrated shock and tilt indicators.
- Natural calamities or cataclysmic events, inclusive of storms, floods, droughts, water ingress, soil shifts, and landslides.

Furthermore, any SCP Pool not erected on duly certified foundational structures, water employed to fill the SCP Pool, or any chemical additives mandated to maintain the chemical equilibrium as per the SCP Quick Start Guide, fall outside the ambit of this Warranty's coverage.

### **Warranty Tenure**

- The fibreglass shell is warranted for structural integrity for a tenure of seven (7) years post the Commencement Date.
- Certain SCP Pool components, such as the interior supporting steelwork (pertaining exclusively to structural integrity) and fibreglass access infrastructures, if fitted, excluding tertiary party installations and hardware, are vouched for a duration of three years from the Commencement Date.
- Other SCP Pool components, including but not restricted to seals, screws, decking, doors, and plumbing, are covered for a period of 12 months post the Commencement Date.

Any additional components are subject to warranties furnished by the original manufacturer or supplier. These encompass pumps, filters, heaters, chlorinators, and related equipment.

### **Procedure for Lodging Warranty Claims**

Claims under this Warranty must be lodged in written form to SCP no later than one month following the detection of any alleged defect. Said claims, accompanied by requisite documentation, must be dispatched either via traditional mail to Shipping Container Pools, 17 Corbould Road, Coolum Beach, QLD 4573, or electronically to [admin@shippingcontainerpools.com.au](mailto:admin@shippingcontainerpools.com.au).

Upon receipt of a claim:

- SCP, at its sole discretion, shall assess the validity of said claim, taking into account the conditions, limitations, and exclusions elucidated in this Warranty.
- SCP reserves the right to demand supplemental data, including but not limited to photographic evidence of the purported defect, building certification, or any other material deemed pertinent.
- SCP is committed to adjudicating upon the claim within a span of ninety days post receipt of all solicited information.

# Warranty Acceptance

# Form



I accept and agree to the Warranty Conditions, Limitations, Exclusions, Periods and Claim Procedures as detailed in the Shipping Container Pools Warranty dated 1 August 2021.

I am:                                    the original purchaser / the subsequent owner (circle one)

Date:                                    .....

Signature:                            .....

Your name:                            .....

Your address:                        .....

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Phone:                                 .....

Email:                                 .....

### **BEFORE YOU GO...**

Please take the time to read this Warranty carefully and completely, and to understand your obligations as the owner of a quality SCP Pool.

In particular:

- Transport, unload and lift the pool in strict compliance with SCP's instructions.
- Follow the instructions in the SCP Quick Start Guide concerning water chemistry and maintenance of the pool's exterior surfaces.
- Fill out and return the Warranty Acceptance Form (attached).
  - Pass this document to any subsequent owner of your SCP Pool (they need to advise SCP of the Warranty transfer).

Follow these simple instructions and you'll experience years of trouble free enjoyment of your SCP Pool!