Plungie
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Black Friday Sale 2026 – Special Conditions

1. Application

1.1 These Special Conditions apply to any Quote or Order for a Black Friday Sale stock pool listed on the Black Friday Sale stock list (**Sale List**) (**Sale Pool**) supplied by Plungie Pty Ltd ACN 624 305 559 and Plungie Production Pty Ltd ACN 648 273 670 (**Plungie**).

1.2 These Special Conditions form part of, and must be read with, the Plungie Terms and Conditions (**Standard Terms**). Capitalised terms not defined here have the meaning given in the Standard Terms.

1.3 If there is any inconsistency between these Special Conditions and the Standard Terms, these Special Conditions prevail to the extent of the inconsistency.

1.4 By accepting a Quote for a Sale Pool, the Customer agrees to these Special Conditions.

1.5 In these Special Conditions, **Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

2. The offer

2.1 **Offer period.** The offer starts on 13 November 2026 and ends at the earlier of 5:00 pm AEST on 18 December 2026 or when all Sale Pools are sold (**Offer Period**).

2.2 **Stock pools only.** The offer applies only to the specific, already-manufactured pools on the Sale List at the time of the Quote. Each Sale Pool is supplied in the model, finish and extras listed. No changes, substitutions or additions to the pool shell can be made.

2.3 **Price.** The sale price of each Sale Pool is 50% of the recommended retail price shown for it on the Sale List (**RRP**). Sale prices are inclusive of GST and include only the Sale Pool and the extras listed against it. Unless stated otherwise in the Quote, the price excludes freight, crane hire, installation, filtration, Equipment and any other Goods or Services, which are quoted separately.

2.4 **One purchase per Customer.** The offer is limited to one purchase per Customer. For this clause, a Customer includes its related bodies corporate (as defined in the Corporations Act 2001 (Cth)), any entity sharing the same ABN, directors or trading address and, for an individual, any member of the same household.

2.5 **No other offers.** The offer cannot be used with any other offer, discount, promotion, rebate, volume pricing or trade incentive. If the Customer is a party to a Plungie Partner Agreement, no Rebate is payable on a Sale Pool, and the Customer sets its own price for any resale of the Sale Pool.

2.6 **Withdrawal.** Plungie may withdraw or vary the offer at any time before a Sale Pool is allocated under clause 3.4.

3. Quotes, payment and allocation

3.1 **Quote validity.** A Quote for a Sale Pool is valid for 5 Business Days from issue, or until the Sale Pool is allocated to another Customer, whichever is earlier.

3.2 **No reservation.** A Quote, acceptance or enquiry does not reserve a Sale Pool. Sale Pools are allocated to the first Customer to pay in full under clause 3.4.

3.3 **Acceptance.** The Customer accepts a Quote by confirming acceptance in writing and nominating a Dispatch Date on or before the Collection Deadline. No internal finish selection is required, as the finish is fixed.

3.4 **Payment and allocation.** Plungie will issue an invoice for the full Order value on acceptance. The Customer must pay it in full within 10 Business Days after the invoice is issued. A Sale Pool is allocated to the Customer only when Plungie receives cleared payment in full, and an Order is formed only when Plungie confirms the allocation to the Customer in writing.

3.5 **Non-payment.** If payment is not received within the time in clause 3.4, the Quote lapses and Plungie may offer the Sale Pool to another customer.

3.6 **Already sold.** If the Sale Pool is allocated to another Customer before the Customer's payment clears, Plungie will refund the payment in full and has no other liability to the Customer. Plungie may offer another available Sale Pool.

3.7 **Credit Facilities.** Sale Pools are not available on a Credit Facility.

4. Collection deadline and cancellation

4.1 **Collection deadline.** The Sale Pool must leave Plungie's Brisbane facility, either collected by the Customer or dispatched by Plungie's freight after the Sale Pool is allocated under clause 3.4, and in any event on or before 18 December 2026 (**Collection Deadline**). Freight is quoted separately under clause 8 of the Standard Terms.

4.2 **Missed deadline.** If the Sale Pool does not leave Plungie's facility by the Collection Deadline, other than because of Plungie or an event described in clause 19.8 of the Standard Terms, the sale price no longer applies. The Customer must, within 3 Business Days after the Collection Deadline, notify Plungie in writing that it elects to:

(a) keep the Sale Pool and pay the balance of the RRP (**Full Price**) within 3 Business Days after Plungie's invoice, in which case the Standard Terms apply to the Order from the Collection Deadline, including clauses 2.8 to 2.11 and 9; or

(b) cancel the Order, in which case Plungie will refund all money paid less 10% of the sale price (**Cancellation Fee**).

4.3 **No election.** If the Customer does not make an election under clause 4.2, the Order is cancelled and Plungie will refund all money paid less the Cancellation Fee.

4.4 **Collection.** If the Customer collects the Sale Pool using its own freight supplier, the Load Out Fee in clause 8.6 of the Standard Terms applies.

4.5 **Cancellation by the Customer.** The Customer may cancel the Order by written notice to Plungie before the Sale Pool leaves Plungie's facility, in which case Plungie will refund all money paid less the Cancellation Fee. No Cancellation Fee is payable if the Customer cancels because of Plungie's breach.

4.6 **Cancellation by Plungie.** Clause 15.2 of the Standard Terms continues to apply.

5. Pool-specific conditions and warranty

5.1 **Stock pools.** The Customer acknowledges that each Sale Pool was manufactured for a previous order that was cancelled or changed, and has been stored at Plungie's facility. The month of manufacture of each Sale Pool is shown on the Sale List. Each Sale Pool is new and has not been installed or used.

5.2 **Blank shell pools.** Where a Sale Pool is described as a "Blank Shell":

- it is supplied without an ecoFINISH interior, and the Customer is responsible for supplying and applying a suitable interior finish at its own cost before the pool is filled or used;
- it must be installed fully inground. Partly inground or above-ground installation is not permitted;
- the ecoFINISH Warranty in Annexure 1 does not apply. The Plungie Shell Warranty applies only where the pool is installed fully inground in accordance with Plungie's instructions;
- applying an interior finish in accordance with Plungie's instructions is not a modification or alteration for the purposes of the Warranty, provided the shell is not cut, drilled, ground or otherwise altered; and
- Plungie is not liable for any defect in, or damage caused by, the interior finish applied by or for the Customer.

5.3 **Warranty unchanged.** Except as set out in clause 5.2, the Warranty in Annexure 1 of the Standard Terms applies to Sale Pools in full. The warranty periods start from the Delivery Date to the Customer.

5.4 **Australian Consumer Law.** Nothing in these Special Conditions or the Standard Terms excludes, restricts or modifies any right or remedy the Customer has under the ACL that cannot lawfully be excluded.