



Supreme Heating

Our Innovation. Your Lifestyle.

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SOLAR POOL HEATING WARRANTY AGREEMENT

Definitions

- 1 All capitalised expressions used in this warranty are defined in paragraph 17.

Warranty

- 2 Supreme Solar Pty Ltd warrants that its services in installing the Product will be carried out with due care and skill and subject to clauses 3, 4, 5 and 6, that the installed Product will be free from defects in workmanship for a period of twenty four (24) months after installation (warranty includes in field labour costs.) The warranty is given subject to the terms of this warranty agreement.

- 3 The Solar Collector included in the Product carries:

- (a) in the case of Heatseeker and Heatseeker Plus strip collector, a ten (10) year limited warranty from Procom Plastics Extrusions Pty Ltd, 38 McGregors Drive, Keilor Park, Victoria, 3042 (Phone: (03) 9331 7589, Email: sales@procomplastics.com.au); or

- (b) in the case of Heatseeker Suntuf rigid panel collector a ten (10) year limited warranty. A further five (5) year pro rata warranty is applicable from year 10 to 15 at 50% of the current retail price for material. A seven (7) year limited wildlife warranty comprises a two (2) year replacement warranty from year 1 to 2 and includes the collector or items required to repair the existing collector and a five (5) year pro rata warranty from year 3 to 7 at 50% of the current retail price for material from Waterco Limited, 36 South Street, Rydalmere New South Wales, 2116 (Phone (02) 9898 8600, Email: administration@waterco.com).

A seven (7) year limited hail impact warranty from Supreme Solar Pty Ltd, 2/19 Enterprise Drive, Bundoora, Victoria, 3083 (Phone: (03) 9460 4200, Email: info@supremeheating.com.au);

For the purpose of this warranty, impact of hail is defined as penetration of hail stones completely through the panel or cracks or splits of the panel around the point of impact. This warranty applies in the case of hail measuring up to 25cm diameter in size, as per AS2712.

A twelve (12) month in field labour warranty is applicable in Capital City Metropolitan areas or within a 20km radius of an Authorised Supreme Solar Pty Ltd.

and is the only warranty given in respect of that part of the Product.

- 4 The Automatic Controller included in the Product carries:

- (a) in the case of an Aqua-Gen 3D Automatic Controller, a one (1) year limited warranty

from Space Age Electronics Pty Ltd, PO Box 4382, Homebush South, New South Wales, 2140 (Phone: (03) 5629 5833, Email: spaceage@bigpond.net.au; or

- (b) in the case of an Aqua-Gen 3/+ Series, AquaGen 5 Series or SSV Series of Automatic Controllers, a three (3) year limited warranty from Dontek Electronics Pty Ltd, 19 Melrich Road, Bayswater, Victoria, 3153 (Phone: (03) 9762 8800, Email: service@dontekelectronics.com.au); or

- (c) in the case of an Aqua-Gen 2 Automatic Controller, a two (2) year limited warranty (temperature sensors not covered) from Dontek Electronics Pty Ltd, 19 Melrich Road, Bayswater, Victoria, 3153 (Phone: (03) 9762 8800, Email: service@dontekelectronics.com.au);

and is the only warranty given in respect of that part of the Product.

- 5 The Solar Pump included in the Product carries:

- (a) in the case of an SSSL Series Solar Pump, a two (2) year limited warranty (six (6) months for commercial installations) from Supreme Solar Pty Ltd, 2/19 Enterprise Drive, Bundoora, Victoria, 3083 (Phone: (03) 9460 4200, Email: info@supremeheating.com.au); or

- (b) in the case of an SunSol SS Series or Booster AB Series Solar Pump, a two (2) year limited warranty. Two (2) year warranty on the motor, pump body and seal plate, and a one (1) year warranty on the mechanical seal from Reltech Australia Pty Ltd, 43-45 Kylta Road, West Heidelberg, Victoria, 3081 (Phone: (03) 9459 3838, Email: office@reltech.com.au);

A twelve (12) month in field labour warranty is applicable in Capital City Metropolitan areas or within a 20km radius of an Authorised Supreme Solar Pty Ltd or Reltech Australia P/L Service Agent.

and is the only warranty given in respect of that part of the Product.

- 6 All other components supplied by Supreme Solar Pty Ltd carry a twelve (12) month limited warranty and is the only warranty given in respect of these components of the Product.

Exclusions

- 7 Supreme Solar Pty Ltd will not be liable under this warranty where Supreme Solar Pty Ltd's reasonable opinion a defect is caused by:
 - (a) fair wear and tear;
 - (b) negligent, careless or improper use or handling;
 - (c) non-adherence to installation, operating, cleaning or maintenance instructions;





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- (d) harsh or adverse Pool/Spa water conditions;
 - (e) repair to or alteration of any parts of the system by any person who has not been authorised by Supreme Solar Pty Ltd to perform such a repair or alteration;
 - (f) act of God, riot, fire or other occurrence outside normal working conditions;
 - (g) by other abuse or misuse caused by the Purchaser or a third party;
 - (h) Damage to the collector caused by any chemical containing or based on any hydrocarbon (e.g. turpentine, kerosene, lighter fluids and solvent based adhesives other than those recommended and distributed by Supreme Solar Pty Ltd or through its authorised agents expressly for use with its products);
 - (i) Damage to metal roofs and gutters or any other consequential damage caused by chlorinated or saltwater leaking from the system. Any leaks regardless of cause should be repaired immediately, so that corrosion cannot occur. Regular inspection of the solar system is recommended prior to the swimming season start-up;
 - (j) Any damage resulting from animal life except as specified.
- 8 Subject to clause 9, any condition or warranty which would otherwise be implied in this agreement or in relation to the Product is hereby excluded.
- 9 Where legislation implies in this agreement or in relation to the Product any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this agreement. However, the liability of Supreme Solar Pty Ltd for any breach of such condition or warranty shall be subject to clause 14 and any other applicable exclusions set out in this agreement, be limited, at the option of Supreme Solar Pty Ltd, to one or more of the following:
- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of having the goods repaired; and
 - (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

What Supreme Solar Pty Ltd will do

- 10 For defects relating to installation of the Product, Supreme Solar Pty Ltd will, in its absolute discretion:

- (a) repair the Product or pay for the cost of having the Product repaired; or
- (b) replace the Product or supply an equivalent Product; or
- (c) pay for the cost of replacing the Product or acquiring an equivalent Product;

if the terms and conditions of this warranty are satisfied. Supreme Solar Pty Ltd will not be liable for any other loss or damage (including consequential or indirect damages).

- 11 Supreme Solar Pty Ltd reserves the right to charge the Purchaser, at Supreme Solar Pty Ltd's current hourly rate, for the cost of examining the Product if such examination by Supreme Solar Pty Ltd reveals that the Product:
- (a) is not defective; or
 - (b) is defective as a result of any of the events specified in paragraph 7.

What the Purchaser must do

- 12 Any claim under this warranty must be made at the earliest stage that the defect becomes obvious to enable prompt action and to avoid further damage and must be made no later than one (1) month of the defect becoming obvious.
- 13 Any claim for warranty must be accompanied by appropriate documentation which stipulates the date of installation, the invoice number, the details of the alleged defect and any other information reasonably required by Supreme Solar Pty Ltd.
- 14 Purchaser agrees to pursue any claims in relation to defective parts against the manufacturers or suppliers referred to in clause 3, 4, 5 and 6.

Whole agreement

- 15 This warranty and any warranties implied by law which are not capable of being excluded or modified from the whole warranty agreement between Supreme Solar Pty Ltd and the Purchaser and all other warranties, express or implied, whether arising by statute or otherwise, are excluded and cancelled.

Governing law

- 16 This warranty is governed by the laws of the State specified in paragraph 17(c).

Defined terms

- 17 (a) **Purchaser** The person who has purchased the Product and is able to produce proof of such purchase
- (b) **Product** Supreme Solar Pty Ltd solar pool heating system
- (c) **Governing law**
(paragraph 16): Victoria, Australia

Consumer guarantee

- 18 This warranty is provided in addition to consumer guarantees and does not alter, limit or replace them.