



Supreme Heating

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POOL COVER & ROLLER 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 and 5, that the installed Product will be free from defects in workmanship for a period of twelve (12) months after installation (warranty includes in field labour costs.) The warranty is given subject to the terms of this warranty agreement.
- 3 The Roller included in the Product carries:
 - (a) in the case of a SR Series Roller, a five (5) year month by month pro rata warranty from Supreme Solar Pty Ltd, 2/19 Enterprise Drive, Bundoora, Victoria, 3083 (Phone: (03) 9460 4200, Email: info@supremeheating.com.au);

This warranty only includes roller stand ends and does not include tubing or any moving part of the roller itself and only applies provided that the pool roller has been used in accordance with the manufacturer's instructions under normal use and reasonable care, and is the only warranty given in respect of that part of the Product.

Installation, travel and freight costs incurred as a result of product failure are excluded from this warranty. Subsequent costs are to be paid by the original purchaser.

- 4 The Pool Cover included in the Product carries:
 - (a) in the case of a 400 micron Heatseeker Diamond and Heatseeker Opal cover, a four (4) year month by month pro rata warranty 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 a 500 micron Heatseeker Diamond and Heatseeker Opal cover, a five (5) year month by

month pro rata warranty from Supreme Solar Pty Ltd, 2/19 Enterprise Drive, Bundoora, Victoria, 3083 (Phone: (03) 9460 4200, Email: info@supremeheating.com.au); or

- (c) in the case of a 600 micron Diamond & Space Age cover, a six (6) year month by month pro rata warranty from Supreme Solar Pty Ltd, 2/19 Enterprise Drive, Bundoora, Victoria, 3083 (Phone: (03) 9460 4200, Email: info@supremeheating.com.au)

Installation, travel and freight costs incurred as a result of product failure are excluded from this warranty. Subsequent costs are to be paid by the original purchaser.

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

- 5 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.
- 6 Supreme Solar Pty will compensate the purchaser for the number of months that your pool cover and/or roller does not achieve its intended purpose, if found to be a defective product. The purchaser is liable for the months from the original purchase date. This warranty is not redeemable for cash and can only be used as a discount on a replacement pool cover and/or roller from Supreme Solar Pty Ltd.

Replacements do not come with a new warranty period.

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) installation, repair to or alteration of any product or parts of the system by any person who has not been authorised by Supreme Solar Pty Ltd to perform such an installation, repair or alteration;
 - (f) act of God, riot, fire or other occurrence outside normal working conditions; or
 - (g) by other abuse or misuse caused by the Purchaser or a third party.
- 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 and photos (including the pool area) of the alleged defect, product user manual, water testing results for the life of the pool cover and any other information reasonably required by Supreme Solar Pty Ltd.
- 14 Purchaser agrees to pursue any claims in relation to defective products and/or parts against the manufacturers or suppliers referred to in clause 3, 4 and 5.

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,



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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.

Pro Rata Warranty Example

400 micron 4 years (48 months)

A customer achieves 2 years and 5 months (29 months) from a 400 micron pool cover.

Pool (L) x pool (W) = total m² x current retail price m² = total

eg. 10m x 4m = 40m² x \$16.00 = \$640.00

Total divide by warranty period in months = pro rata m² rate

eg. \$640.00 divided by 48 months = \$13.33

Pro rata m² rate x months from original purchase date = total compensation

eg. \$13.33 x 29 months = \$386.57

In this instance, the original purchaser will pay \$386.57 as part of the pro rata warranty.