

# Automatic CVX Cover - Warranty

Date effective: 1st August 2024

We the supplier warrant that the Sunbather Pool Cover/Roller system is guaranteed to continue performing the function for which it was designed (pool cover/ roller system) for the warranty periods outlined below. No other function or purpose applies.

**CVX Foam Filled Pool Cover - Domestic:** Five (5) years.

**CVX Foam Filled Pool Cover - Commercial:** Two (2) years.

**Stainless Steel Roller Mechanism:** Five (5) years. This includes the roller itself and all stainless components.

**Cover Attachment Straps:** Two (2) years.

**Electrical Components:** One (1) year on Power supply. Two (2) years on motor and switch gear.

In the maintenance of the product, Sunbather may use new or equivalent to new parts, assemblies or products for equal or improved quality. All defective parts become the property of Sunbather Pty Ltd.

The benefits provided to the consumer by the warranty are in addition to other rights and remedies available to the consumer under the law.

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 also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## Exclusions and Conditions:

1. The purchaser failing to comply with Sunbather installation and engineering specifications, maintenance and operational instructions.
2. Design and construction of the pool must comply with Sunbather engineering specifications.
3. Normal wear and tear.
4. Any incidental or consequential losses.
5. The pool cover system supplied will require regular inspection, maintenance, and eventual replacement.
6. Overheating the cover in temperatures greater than 34°C, either in storage or on the pool/spa.
7. Acts of God or extreme weather conditions. Under-such circumstances we recommend that your cover is removed and safely stored on the roller.
8. The user subjecting the cover to stress conditions which may result in tears, cuts or damage. Damage caused by neglect (such as not removing pool toys when cover is in operation) and rough handling.
9. Exceptional circumstances, such as chemical spillage onto the cover, heavy falling objects, storm damage, or damage caused by people walking/jumping on the cover.



 **1800 228 437**

Head Office: 2174 Frankston-Flinders Road, Hastings 3915 VIC  
QLD Office: 25 Industrial Crescent, Willawong 4110 QLD  
NSW Office: 1 Herbert Place, Smithfield 2164 NSW

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## Automatic CVX Covers - Warranty

Date effective: 1st August 2024

### Exclusions and Conditions:

10. Water Chemistry: Maintain free chlorine levels between 1ppm to 3ppm. For periods when chlorine levels exceed 3ppm, remove the cover until chlorine levels fall back to under 3ppm. Maintain pH level between 7.0 to 7.8 (recommended 7.2-7.6). If shock treating the pool, ensure pool cover is off the pool to allow free chlorine to dissipate.  
It is important that the sanitisation system is automated or of a sophistication that it will not continue to over dose chlorine and/or any alternative sanitising oxidant while the cover is on the pool. ORP controlled sanitisers are recommended for this purpose. Always follow instructions on chemical containers. Incorrect water balance will damage the cover and the flexible joints between the slats. Failure to maintain correct water chemistry levels will fully void the warranty.
11. Some fading may occur over time in CVX Foam Filled slats.
12. Damage/staining caused by leaf, organic matter and algae building up on top of the cover.
13. Damage or failure of equipment caused directly or indirectly from any work done on the system by a person not authorised by Sunbather.
14. Damage or failure caused by the absence of, or defective water leveling equipment or overflow, as per installation requirements.
15. Due to high temperatures and chemical levels, normal cover warranty periods do not apply when used in a spa. If used in a spa, cover carries a 12 month warranty.
16. We note that manufacturers are not responsible for problems that are beyond their control and will not have to pay damages for goods that fail to meet Consumer Guarantees due to:
  - a cause that occurs after the goods left the manufacturer's control; or
  - an act, default, omission or representation made by some other person that is not an employee or agent of the manufacturer. For example, the original purchaser of the product damaged or used the goods in an unreasonable or unintended manner that caused the defect.
17. Proof of purchase must be supplied.
18. This warranty applies from invoice date.

Please note:

- Roller pits need to be easily accessible by one person and any coverings need to be removable.
- Charges will apply for labour associated with removing covers and Sunbather takes no responsibility for damage to coverings, e.g. if it is necessary to remove paving to access the pit, Sunbather will not be liable for damage to pavers, etc.



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# Warranty Claim Process

At Sunbather, we are committed to ensuring the satisfaction and peace of mind of our valued customers. To initiate a warranty claim, please follow our Warranty Claim Process:

## Step 1: Claim Submission

- Access our Warranty Claim Form at [www.sunbather.com.au/support/warranty/](http://www.sunbather.com.au/support/warranty/)
- Complete the form in its entirety, including proof of purchase.
- Submit the form.
- You will receive acknowledgement of your Warranty Claim Form within 2 business days.

## Step 2: Assessment and Inspection

We will carefully review your claim to determine the nature of the issue and whether it falls within the scope of our warranty.

Once a claim has been submitted, a team member will contact you within 7 business days to notify you of one of the following:

- Acceptance of your claim and how we will rectify the issue, including quote where relevant e.g. replace product or repair.
- Decline of the warranty claim and reasons why, as well as options for repair or replacement.
- We are still working on your claim and are awaiting further feedback e.g. review from engineering.
- Further information is required e.g. a site visit is needed.

Sunbather reserves the right to assess each warranty claim individually to determine the appropriate course of action:

Field Service: If deemed necessary, we will dispatch our technicians to provide a warranty service on-site.

Repairs at Sunbather Branch: Some claims may require the product to be returned to a Sunbather Branch for repair.

For easily returnable products, it is the responsibility of the Purchaser to return them to our designated repair facility at their own expense.

Products returned without prior approval may not be accepted and return costs will be borne by the Purchaser.

## Step 3: Decision

Based on the assessment, we will inform the Purchaser of the outcome:

- If the issue is deemed to be covered by our warranty, Sunbather will repair or replace the necessary parts or products as identified by a Sunbather representative and as per warranty conditions. Where product warranty is month by month pro-rata, a quote may be issued.
- If the issue is determined not to be covered by the warranty, Sunbather can still assist with repair or replacement, but the Purchaser will be responsible for all associated costs.

## Costs

In cases where a site visit is required by a Sunbather technician, an upfront call out fee will be payable. If found to be warranty, Sunbather will refund the call out fee within 5 business days.

In cases where a warranty service is provided and is subsequently found to be non-warranty, the Purchaser will be responsible for:

- Any call-out charges incurred, including travel where applicable.
- Labour costs.
- Replacement parts, if needed.



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