

Thermal Covers - Warranty

Date effective: 1st August 2024

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

4,500 micron (4.5mm) Thermal Cover: Eight (8) year warranty (One year full and seven year pro-rata)

2,000 micron (2mm) Thermal Cover: Five (5) year warranty (One year full and four year pro-rata)

All other cover accessories including, but not limited to, eyelets, sewn edges, straps, cords & wind edging are warranted for a period of 12 months.

Sunbather will compensate for the number of months that your pool cover does not achieve its intended purpose, if found to be defective in material or Sunbather workmanship (up to the maximum warranty period).

The customer is liable for the months the cover has been in use. This warranty is not redeemable for cash and can only be used as a discount on a replacement pool cover purchase from Sunbather.

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.



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Exclusions and Conditions:

1. The purchaser failing to comply with Sunbather installation, maintenance and operational instructions.
2. Natural wear and tear: It is important to note that a cover will naturally deteriorate over time due to exposure to the elements when used on a pool or spa. Such normal wear and tear is a natural consequence of usage and is not considered a manufacturing defect, and therefore, it is not covered under warranty.
3. Any incidental or consequential losses.
4. Marginal stretch or shrinkage of the material (up to 5%).
5. Overheating the cover in temperatures greater than 34°C, either in storage or on the pool/spa.
6. Acts of God or extreme weather conditions. Under such circumstances we recommend that your cover is removed and safely stored.
7. The user subjecting cover(s) to stress conditions which may result in tears, undue creases, cuts or damage. Damage caused by neglect and rough handling are not covered by warranty.
8. 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.
Always follow instructions on chemical containers. Damage caused by incorrect water balance is not a manufacturing fault, it will affect the cover's appearance and longevity, e.g. fading, flaking or bleaching. Failure to maintain correct water chemistry levels will fully void the warranty.
9. 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.
10. To ensure the durability of your pool cover, it is advisable to smooth out any sharp edges on the pool coping where the cover is connected to the roller. These edges can potentially cause damage to the underside of the cover when it is being deployed or retracted which is not deemed warranty.
11. 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.
12. Proof of purchase must be supplied.
13. Warranty applies from invoice date.



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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/
- 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.

