

## POOL BLANKET PRO-RATA WARRANTY

### Governing Australian Consumer 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 for 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.

### Warranty Coverage and Obligations

This Warranty is between the Original Purchaser and Sunlover Heating Pty Ltd ABN 87 858 371 003 and commences from the date of purchase for the sole benefit of the original purchaser and with respect to the original installation only (non-transferable under any circumstance).

Effective September 1st, 2020, SUNLOVER hereby confirms all Sunlover Heating Pool Blankets are covered by a **5 Year (60 month) Pro-Rata month by month Warranty**.

This Warranty is subject to the terms and conditions set out hereunder.

- This Warranty is solely for the benefit of the original Consumer and is therefore not transferable. If at any time, the solar product is resold or has changed ownership; this Warranty shall become null and void.
- Original purchase date applies to all Pro-Rata Warranties.
- Sunlover Heating will credit the amount (towards a replacement blanket) for the difference between the Warranty period and the blanket life not achieved. The Consumer must pay for the period of time that they have used the product.
- Sunlover will provide credit towards a replacement blanket for the difference between the warranty period and the blanket's lifespan not achieved. The Consumer is required to cover the period during which they used the product.
  - For Example, a Consumer achieves 3 years and 3 months from a 500 micron blanket (39 months), the Pro-Rata calculation is as follows:
    1. Pool Length x Pool Width = Total m<sup>2</sup> x Retail Price per m<sup>2</sup> = Total \$  
 $10.0 \times 5.0 = 50m^2 \times 25.00 = \$1,250.00$
    2. Total \$ divided by Warranty period in months = Pro-Rata rate m<sup>2</sup>  
 $\$1,250.00 \text{ divided by } 60 \text{ months} = \$20.833$
    3. Pro-Rata rate m<sup>2</sup> x months in use = \$ Total payable  
 $\$20.833 \times 39 = \$812.50 \text{ payable}$

*In this case, Sunlover will provide a replacement pool blanket, accounting for the disparity, and the Consumer will contribute \$812.50 as part of the Pro-Rata Warranty.*

- Warranty claims are only redeemable as a discount on the purchase of a replacement blanket.
- No cash payments will be made and freight is to be covered by the client.
- The above formula will only be used after the fault has been confirmed as a Warranty issue.
- Sunlover will replace the Length x Width only; it is the responsibility to re-cut the blanket to fit the size of their pool.
- This Warranty extends only to damages resulting from defects in materials and workmanship. It does not encompass parts subjected by Consumer neglect, negligence, misuse, modification, abuse, accidental damage, violent storms, abnormal weather conditions, freight, improper installation or storage, inadequate maintenance, over-chlorination, chemical damage or UV damage caused by the failure to protect the blanket with a UV cover when on a blanket reel or by any other fortuitous event caused by any other means whatsoever being out of Warrantor's direct control.
- This Warranty extends benefits beyond any other available rights and remedies under applicable laws.
- This Warranty does not include labour or associated parts costs in its implementation. Any costs related to labour or parts during the execution of this Warranty are the sole responsibility of the Consumer.
- Any damage occurring after the product leaves Sunlover Heating's control is not covered by this Warranty.



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- No agent or representative of Sunlover Heating has the authority to alter this Warranty.
- All expenses associated with making a claim or fulfilling obligations under this Warranty are the responsibility of the Purchaser.

Please note the following information is required at the time of applying for any Warranty claim:

- Copy of original Warranty form, showing Batch Number.
- Copy of original invoice or receipt
- Photograph of faulty product, including pool area

Items that MAY be requested include

- Water testing results for the life of the blanket
- 2 x A4 Sheets of blanket area (best and worst areas of material)

OR

- Blanket to be returned to Sunlover Warehouse, with the Consumer assuming responsibility for the return process including costs.

**PLEASE KEEP YOUR ORIGINAL PROOF OF PURCHASE AND WARRANTY CARD SAFE.**

**SUNLOVER HEATING AND ITS AUTHORISED SERVICE PARTNERS RESERVE THE RIGHT TO REFUSE A WARRANTY REPAIR OR WARRANTY REPLACEMENT IF A VALID PROOF OF PURCHASE CANNOT NOT PRODUCED.**

