

 Origin Energy Solar Pty Ltd ABN 51 104 067 147	<b>ORIGIN ENERGY SOLAR  WARRANTY CERTIFICATE  FOR AUSTRALIA</b>	<b>33-04-020</b>	
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Rev.	CR-XXXX.	Date	Précis of Change	Raised	Responsible	Approved
01	0076	24 Aug 2005	Initial Issue	GL	PM	PM

ORIGIN ENERGY SOLAR PTY LTD (referred to hereafter as ORIGIN ENERGY) provides to you as the purchaser of an ORIGIN ENERGY Solar Product the following warranties (being the Solar Product Warranties) as set out in this Warranty Certificate.

The limited warranties and the relevant warranty periods applicable to each model of the ORIGIN ENERGY Solar Product are those set out in Summary Table 1 of this Warranty Certificate. In all circumstances the Solar Product Warranties commence on and from the date of purchase.

**Summary Table 1**

Product	Product code	Warranted Power Output	Period of Limited Warranty of Materials and Workmanship	Period of Limited Warranty of 90% of Warranted Power Output	Period of Limited Warranty of 80% of Warranted Power Output
10W SLIVER module	SVR10BOF12	9W	1 year	10 years	-
40W SLIVER module	SVR40BOF12	36W	2 years	10 years	20 years

Note that Warranted Power Output will be less where panels are not oriented North at a 30 degree pitch, shaded or partially shaded, obstructed, or in sub-optimal climatic conditions.

## Part 1 - Warranty Descriptions

### 1.1 Limited Warranty on Materials and Workmanship

ORIGIN ENERGY warrants that, for the period of your Limited Warranty of Materials and Workmanship as specified in Summary Table 1 your ORIGIN ENERGY Solar Product shall be free from defects in materials and workmanship.

If, during the period of your limited warranty of materials and workmanship you report a suspected defect in materials and workmanship of your ORIGIN ENERGY Solar Product to the retailer or to ORIGIN ENERGY and, as a result of investigation by or on behalf of ORIGIN ENERGY, such a defect is confirmed then ORIGIN ENERGY will, at its sole option, repair or replace your ORIGIN ENERGY Solar Product with an equivalent product or refund to you the purchase price of the ORIGIN ENERGY Solar Product .

This Limited Warranty of Materials and Workmanship does not warrant any other materials used or workmanship involved in the installation of your ORIGIN ENERGY Solar Product or its connection to other power management elements or products.

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This Limited Warranty of Materials and Workmanship does not warrant a specified level of power output over time. See instead the Limited Warranty on Percentage of Warranted Power Output described below.

## 1.2 Limited Warranty on Percentage of Warranted Power Output

ORIGIN ENERGY warrants your ORIGIN ENERGY Solar Product against defects in materials and workmanship that result in your ORIGIN ENERGY Solar Product failing to produce the warranted percentage of Warranted Power Output set out in Summary Table 1 and as specified for your Solar Product in ORIGIN ENERGY's applicable written specifications during the applicable warranty period also set out in Summary Table 1.

If during the limited warranty period of Warranted Power Output, as a result of an investigation by or on behalf of ORIGIN ENERGY using standard ORIGIN ENERGY test conditions, ORIGIN ENERGY determines that your ORIGIN ENERGY Solar Product is not providing your warranted percentage of the Warranted Power Output (or appropriate percentage thereof in the case of sub-optimal orientation, shading, obstruction, or weather conditions), then ORIGIN ENERGY will, at its sole option, repair or replace your ORIGIN ENERGY Solar Product. This may include providing you with additional component(s) to bring the aggregate power output of your ORIGIN ENERGY Solar Product up to at least your warranted percentage of the Warranted Power Output.

This Limited Warranty on Percentage of Warranted Power Output does not warrant any failure to achieve a warranted percentage of Warranted Power Output over time which is attributable to other materials used or workmanship involved in the installation of your ORIGIN ENERGY Solar Product or its connection to other power management elements or products.

## Part 2 - General Information

The following applies to all ORIGIN ENERGY Solar Products under these Solar Product Warranties:

- 2.1 Under these Solar Product Warranties, ORIGIN ENERGY may, at its discretion, use new, remanufactured or refurbished parts or products when repairing or replacing your ORIGIN ENERGY Solar Product. Replaced parts or products will become the property of ORIGIN ENERGY.
- 2.2. Under these Solar Product Warranties, ORIGIN ENERGY is not responsible for and you hereby agree to bear any costs associated with the removal, transportation or reinstallation of your ORIGIN ENERGY Solar Product or any components thereof.
- 2.3 Notwithstanding anything to the contrary in this Warranty Certificate, the Solar Product Warranties provided herein shall apply only so long as the ORIGIN ENERGY Solar Product(s) warranted hereby are owned by either (i) the first purchaser who has purchased the product(s) for it, his, or her own use and not for purposes for resale or (ii) by purchasers of buildings on which the product was first mounted.
- 2.4 For the avoidance of doubt, the Solar Product Warranties provided herein do not cover damage, malfunctions or service failures caused by:
  - 2.4.1 Failure to follow ORIGIN ENERGY's installation, operation or maintenance instructions;

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- 2.4.2 Repair or modifications of your ORIGIN ENERGY Solar Product by someone other than a service technician approved by ORIGIN ENERGY (email [solarenergy@originenergy.com.au](mailto:solarenergy@originenergy.com.au) or phone (08) 8245 8200 for a list of approved ORIGIN ENERGY Solar Product service technicians).
- 2.4.3 Movement of your ORIGIN ENERGY Solar Product by someone other than a Business Council for Sustainable Energy (BCSE) or Sustainable Energy Industry of Australia (SEIA) accredited installer (refer to the BCSE for a list of accredited installers);
- 2.4.4 Abuse, misuse, or negligent acts; and
- 2.4.5 Power failure surges, lighting, fire, flood, pest damage, accidental breakage, actions of third parties and other events or accidents outside ORIGIN ENERGY's reasonable control and not arising under normal operating conditions.
- 2.5 Except as and to the extent required by any statutory or other legal rights granted or existing under the laws of the country or State in which the ORIGIN ENERGY Solar Product was purchased and which are not capable of contractual exclusion or disclaimer:
- (a) ORIGIN ENERGY offers no warranties, express or implied, other than the warranties made herein and, except as required by statute, specifically disclaims any warranty of merchantability or fitness for a particular purpose;
- (b) Any warranties implied by ORIGIN ENERGY, including those of merchantability and fitness for particular purpose, which are not effectively excluded herein are limited in duration to the terms stated in this warranty;
- (c) ORIGIN ENERGY is not responsible for any special incidental, consequential or punitive damages arising from the use or loss of use of or failure of your ORIGIN ENERGY Solar Product to perform as warranted, including but not limited to damages for lost services, cost of substitute services, lost profits or savings, and expenses arising out of third-party claims. ORIGIN ENERGY's maximum liability under any warranty, expressed, implied, or statutory, or for any manufacturing or design defects, is limited to the purchase price of the product. The purchaser's exclusive remedy for breach of warranty or for manufacturing or design defects shall be only as stated herein.
- 2.8 Where you are a natural person, and to the extent required by any statutory or other legal rights granted or existing under laws of a country or State, nothing in these Solar Product Warranties shall operate or shall be construed to operate so as to exclude or restrict the liability of ORIGIN ENERGY for death or personal injury caused to you by reason of the negligence of ORIGIN ENERGY or its servants, employees or agents.
- 2.9 The rights granted by these Solar Product Warranties are in addition to any statutory or other legal rights granted or existing under laws of the country or State in which the ORIGIN ENERGY Solar Product was purchased and those legal rights are not affected by this Warranty.