

## Warranty

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The following applies if you are a "consumer" within the meaning of the 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.

### 1. Warranty

- 1.1 Australia Zeversolar New Energy Pty Ltd (ABN 63 156 403 753) ("**Zeversolar**") provides the following warranty in relation to the product you have purchased (the "**Product**").
- 1.2 The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Commonwealth legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Commonwealth legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.
- 1.3 Zeversolar warrants that, subject to the exclusions and limitations below, all parts of the manufacture and assembly of the Product carried out by Zeversolar will be free from defects in materials and workmanship for a period of 5 years from date of purchase (the "**Warranty Period**"). This warranty is not transferable to a subsequent owner if you dispose of the Product or any item or real estate to which the product is affixed, even if such disposal occurs during the Warranty Period. Where the customer cannot prove the date of purchase to Zeversolar's satisfaction, the Warranty Period will expire 5 years from the date of manufacture.
- 1.4 If a defect appears in Zeversolar's manufacture or assembly of the Product before the end of the Warranty Period and Zeversolar finds the Product to be defective in materials or workmanship, Zeversolar will, in its sole discretion, either:
  - (a) replace or repair the Product or the defective part of the Product free of charge; or
  - (b) cause the Product or the defective part of the Product to be replaced or repaired by a qualified repairer free of charge.
- 1.5 Zeversolar reserves the right to replace defective parts of the Product with parts and components of similar quality, grade and composition where an identical part or component is not available.
- 1.6 Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods

### 2. Warranty Claims

- 2.1 If a fault covered by warranty occurs, the customer must first contact Zeversolar at the contact address listed below, or the supplier from which the Product was purchased (the "**Supplier**").
- 2.2 Any warranty claim must be accompanied by:
  - (a) proof of purchase; and
  - (b) full details of the alleged defect.
- 2.3 The customer must make the Product available to Zeversolar or its authorised repair agent for inspection and testing. If such inspection and testing finds no defect in the Product, the customer must pay Zeversolar's usual costs of service work, evaluation and testing.
- 2.4 If Zeversolar determines that the warranty does not apply or that there is no defect in the Product, the Customer will be liable for the cost of the transport of the Product to and from Zeversolar or the authorised repair agent to make the warranty claim, associated insurance costs and any labour costs.

### 3. Exclusions

- 3.1 The warranty will not apply where:
  - (a) the Product has been repaired, altered or modified by someone other than Zeversolar or an authorised repair agent;
  - (b) the alleged defect in the Product is within acceptable industry variances;
  - (c) Zeversolar cannot establish any fault in the Product after testing and inspection;

- (d) the Product has been used or installed other than for the purpose for which it was designed or contrary to applicable manuals, other documentation supplied by Zegersolar or statutory requirements;
- (e) the defect in the Product has arisen due to the customer's failure to properly use, clean, maintain or service the Product in accordance with any of Zegersolar's, or the Suppliers', instructions, recommendations and specifications, such as applicable maintenance schedules (including those set out in any owner's manual);
- (f) the defect in the Product has arisen due to the customer's request to modify the Product;
- (g) the Product has been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- (h) the defect has arisen due to abuse, misuse, neglect or accident;
- (i) unauthorised parts or accessories have been used on or in relation to the Product; or
- (j) the Product has been overloaded.

3.2 The warranty does not extend to:

- (a) damage or defects caused by normal wear and tear;
- (b) damage or defects caused by impact (including hail or bird strike);
- (c) damage or defects caused by insects or rodents;
- (d) damage to any external casing or housing; or
- (e) the aesthetics of galvanising, coating and protectant treatments used.

3.3 Zegersolar will not be liable for any transport, insurance or labour costs incurred by the customer in connection with a warranty claim unless such costs are approved by Zegersolar before they are incurred. Any approval will be subject to Zegersolar's rights under clause 2.3.

#### 4. Limitations

4.1 Zegersolar makes no express warranties or representations other than set out in this warranty.

4.2 The repair or replacement of the Product or part of the Product is the absolute limit of Zegersolar's liability under this express warranty.

4.3 To the extent permitted by statute Zegersolar, its servants or agents will not be liable for any costs, claims, damages or expenses, whether arising out of any negligent or other tortious act or omission, any breach of contract, warranty or statutory duty, of an indirect or consequential nature or that are calculated by reference to profits, income, production, electricity generation or accruals or loss of such profits, income, production, electricity generation or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis. In addition, Zegersolar will not be liable to the extent that the subject of a claim (or any part of a claim) (a) is recovered by the customer under the terms of any insurance policy (apart from any excess applicable to the relevant insurance); (b) has been or is made good or is otherwise compensated for without cost to the customer; or (c) has been contributed to, caused, exaggerated or inflated due to the customer's delay or other act or omission of the customer.

#### 5. Contact

Warranty claims should be made to:

Australia Zegersolar New Energy Pty Ltd  
Attn: Service Department  
Suite 2.23, 838 Collins Street  
Docklands Victoria 3008  
Phone: 1300 101 883  
Email: [service.apac@zeversolar.com](mailto:service.apac@zeversolar.com)  
Web: <http://www.zeversolar.com/service/online-claim/>