

# 10 YEAR INSTALLATION SERVICES WARRANTY

## 1. INSTALLATION WARRANTY

At Energy Matters we offer a 10 year warranty on the installation services relating to our solar systems.

This means that if a solar system installed by us fails or breaks within 10 years of the installation date, due to defective performance of our installation services, we will provide you with a remedy as set out below (**Installation Warranty**).

## 2. TRANSFERABILITY

Our Installation Warranty is transferable by the original purchaser of the solar system to any subsequent purchaser of the premises at which the solar system is installed.

## 3. MAKING A CLAIM

If your solar system fails or breaks and you believe that this due to defective performance of our installation services you may make a claim against us.

In order to make a claim against us, you must post, fax or email us a notice, using the contact details set out below. In your notice you must provide:

- details of why you believe the installation services were performed in a defective manner;
- a copy of your invoice, receipt or any other document which provides proof of purchase of the installation services from us;
- details of any expenses you have incurred in making your claim; and
- details of how we should contact you.

Within a reasonable time after receipt of your claim we will contact you to arrange a time to attend the premises at which the solar system is located.

## 4. REMEDIES

If we determine that the installation services were performed in a defective manner but the failure is not a major failure and is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

If we determine that the installation services were performed in a defective manner and the failure is a major failure or is not capable of being remedied, you are entitled to:

- cancel your agreement with us and get a refund and we must collect the solar system from the premises at which they are installed at our own expense; or
- be paid compensation for the difference in value of the installation services delivered and what was paid for by you.

If we determine that the installation services were performed in a defective manner we will also pay the substantiated reasonable expenses incurred by you in making your claim.

## 5. YOUR OBLIGATIONS

In order to have the benefit of our Installation Warranty:

- you must have complied with all reasonable instructions of Energy Matters (whether written or verbal) in relation to the care, repair and use of the solar system;
- you must not have misused, neglected, damaged or modified the solar system;
- no-one, other than Energy Matters' installer, contractor or other authorised representative, can have worked on (including repairing or altering) the solar system at any time.

## 6. EXCLUSIONS

Our Installation Warranty does not include:

- repaired breaks or any joins to sensor wire or any damage caused to sensor wire;
- your existing electrical installation, wiring or fuse box;
- normal fair wear and tear;
- any malicious damage or abuse;
- damage caused by vermin, animals or pests;
- corrosion, oxidization, discolouration by mould, or the like;
- damage caused by 'Acts of God', improper voltage or power surges, accidents or other acts beyond our reasonable control;
- any damage to your property caused by the solar system failing or breaking;
- any alterations to your property which are a necessary consequence of the provision of the installation services; or
- any damage or loss of any kind that was not reasonably foreseeable or that could not have been expected to result from a failure to provide the installation services as required by your agreement with us.

## 7. JURISDICTION

Our Installation Warranty is to be construed in accordance with the laws of Victoria and any disputes will be determined by the exclusive jurisdiction of the courts of Victoria.

## 8. CONSUMER GUARANTEES

In addition to our Installation Warranty, our installation services also come with guarantees that cannot be excluded under the Australian Consumer Law.

Please note that in addition to the rights and remedies set out in this document, you may also have other rights and remedies available to you under the law.

## 9. CONTACT DETAILS

Energy Matters Pty Ltd (trading as Energy Matters and Apollo Energy)  
Address: Level 2, 101-105 Clarke Street, South Melbourne, VIC, 3205  
Postal Address: PO Box 5265, South Melbourne, VIC, 3205  
Customer Service:  
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