

10 YEAR INSTALLATION SERVICES WARRANTY FOR SOLAR SYSTEMS

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 due to defective performance of our installation services we will fix it or replace it.

Details of the warranties offered on each product which forms an element of your solar system (such as solar panels, inverters and mounting frames) are available at www.energymatters.com.au.

Transferability

This 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.

Effectiveness

This warranty only comes into effect once we have received all amounts owing from you in relation to the solar system and title to the solar system has passed to you.

This warranty will no longer be valid if:

- anyone other than an Energy Matters' installer, contractor or other Energy Matters' authorized person works on (including repairing or altering) the solar system at any time; or
- you fail to comply with all reasonable instructions of Energy Matters (whether written or verbal) in relation to the operation and care of the solar system.

Exclusions

This warranty does not cover:

- 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 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; and/or
 - the installation services failing to meet any consumer guarantee set out in the Australian Consumer Law.

Australian Consumer Law Guarantees and Remedies

Our installation services come with guarantees that cannot be excluded under the Australian Consumer Law.

In the case of a problem with any installation services which is not defined as a 'major failure' under the Australian Consumer Law and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

In the case of a problem with any installation services which is defined as a 'major failure' under the Australian Consumer Law or which is not capable of being remedied, you are entitled to:

- cancel your agreement with us and get a refund; or
- get compensation for the difference in value of the installation services delivered and what was paid for by you.

You are also entitled to compensation for any reasonably foreseeable loss or damage resulting from:

- our failure to provide the installation services as required by your agreement with us; and/or
- the installation services failing to meet any consumer guarantee under the Australian Consumer Law.

We will not be liable to you for any personal injury or any loss or damage of any kind that was not reasonably foreseeable or that could not have been expected to result from the circumstances set out above.