



PERTH EC 012770
SOLAR FORCE

Customer	Installation Address	Solar System Installed	Installer	Completion Date

CONGRATULATIONS on installing a Perth Solar Force Solar System. Your installed Solar System comes with our Material & Workmanship Warranty the terms of which are set out in this Certificate.

1. WHAT IS THE TERM OF THE WARRANTY?

Component	Warranty Period
Solar Panels Product Warranty	Generally 15 - 25 years (refer to your Manufacturer's Warranty)
Solar Panels Performance Warranty	Generally 25 years with solar panels producing a minimum of 80% of their rated power (refer to your Manufacturer's Warranty)
Inverter	Generally 5 – 13 years (refer to your Manufacturer's Warranty)
Battery	Generally 7-10 years (refer to your Manufacturer's Warranty)
Smart Meters	Generally 2-5 years (refer to your Manufacturer's Warranty)
Mounting / Racking	Generally 10 – 15 years (refer to your Manufacturer's Warranty)
Workmanship	25 years – provided by Perth, Geraldton and SouthWest Solar Force

2. WHAT DOES THE WARRANTY COVER?

- (a) Our Warranty covers both material and workmanship. Material defects are covered by a manufacturer's warranty which covers the installed Solar System Components. Workmanship defects caused by us when installing or repairing the Solar System are covered by our workmanship warranty.
- (b) Our warranty is a limited warranty and is subject to the provisions set out in this Certificate.
- (c) We warrant that the Solar System will be free from faults in materials and workmanship for the corresponding Warranty Period set out in Item 1.
- (d) The 25 year workmanship warranty starts on the day of installation

2.1 Workmanship Warranty

- (a) The installation of the Solar System Components by us has been undertaken with due care and skill and installed by qualified technicians in accordance with all relevant laws and applicable Australian standards.
- (b) Our workmanship warranty covers any defects that arise from the services carried out by us and the Warranty Period commences from the Completion Date.
- (c) Our workmanship warranty does not cover the Solar System Components, including the performance of the panels, inverter, battery, mounting or other components as this is covered by the manufacturer's warranty set out in Item 2.2.
- (d) Where the workmanship warranty applies, we, at our discretion, will either: (a) supply the services and materials, or (b) pay any labour and / or service call out fees; or (c) repair the defective materials; or (d) replace any faulty part supplied by us with a comparable new or refurbished part to rectify the defective material.

2.2 Manufacturer's Warranty

- (a) The Solar System Components are each covered by a manufacturer's warranty which is provided by each of the manufacturers of the solar panels, inverter and/ or battery which are supplied as part of the installed Solar System.
- (b) Note that a manufacturer's warranty may not cover labour, travel or delivery costs and you may be required to pay for those costs to the manufacturer in advance.

3. WHAT ABOUT THE AUSTRALIAN CONSUMER LAW?

In addition to the warranties provided in this Certificate you have statutory warranty rights under Schedule 2 to the *Competition and Consumer Act 2010* that will not be limited or replaced by the terms of this Certificate

4. IS THE WARRANTY SUBJECT TO ANY LIMITATIONS AND EXCLUSIONS?

4.1 Roofing Disclaimer

Yes, as certain types of roofing materials are more susceptible to damage upon the installation of the Solar Panel Components. Our technicians use due care and skill when installing the Solar Panel Components, however, upon the installation of your Solar Panel Components our workmanship warranty excludes damage to following roofing materials and such damage will be at your own risk:



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- a) Decramastic roofs: These roofs are lightweight in nature and are particularly fragile and vulnerable to foot traffic;
- b) Tiled roofs: Roof tiles are not designed to be walked on, so even tiles in good condition having solar installers carrying 20kg+ solar panels can put pressure on the tiles, often resulting in breakages even when the upmost care is taken. Spare tiles must be provided on the day of installation so they can be immediately replaced by the attending solar installers; and
- c) Tin roofs: Following installations of the Solar System there may be some minor damage, scratches or dents to your tin roof and our workmanship warranty excludes such damage, scratches or dents.

4.2 Limitations And Exclusions of The Workmanship Warranty

- (a) Yes, to the extent permitted by law, warranty claims are excluded in circumstances where the defect or loss is or has been caused or contributed by: (a) improper use of the Solar System Components; (b) failure to comply with manufacturer's instructions, including but not limited to the recommended maintenance schedule; (c) any interference with the Solar System Components by you or third party without our prior written authorisation; (d) general wear and tear as this is outside of our control; (e) failure by you to promptly notify us or the manufacturer of any defects; (f) defects or injuries caused by or resulting from causes not attributed to faulty parts under the manufacturer's warranty, including but not limited to, defect or injury caused by or resulting from alteration, misuse, abuse, neglect, accidental damage, improper voltage, vermin infestation, exposure to abnormally corrosive conditions, software or any repairs, modifications or alterations made to any part of the Solar System which were not authorised by us or the manufacturer; (g) conditions or defects arising directly or indirectly as a result of such Force Majeure Event; (h) issues which do not affect the basic performance and power generating function of the Solar System notwithstanding any external scratch or stain, or natural mechanical wearing which does not represent a defect of the Solar System, corrosion, mould, deterioration, discoloration, and any other factor or similar kind of nature that occurs after practical completion or does not affect the structure, mechanical strength due to slight corrosion; (i) normal maintenance costs; (j) product recalls; and (k) where the Solar System is not maintained in accordance with the maintenance schedule.
- (b) For avoidance of doubt Force Majeure Event means any event, condition or circumstance beyond our control and is not caused by our fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; freezing, snowfall, drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from our failure to have exercised reasonable diligence); power or voltage surge caused by someone other than us including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilised by us or under our control.

4.3 Limitation Of Liability

- (a) Yes, save and except to any rights and warranties not permitted to be excluded by law and subject to the Australian Consumer Laws, our liability shall be limited to: (a) the workmanship warranty for the services; (b) the repair of the Solar System; (c) payment of the costs for the repair of the Solar System; or (d) the total purchase price paid by you for the Solar System.
- (b) To the extent permitted by law, we shall not be liable for any loss or damage (including, without limitation, consequential or indirect loss or damage or loss of profits) howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the services provided by us.

5. HOW DO I MAKE A CLAIM?

- (a) In the event of a fault to the Solar System you should contact us so we can determine if it is a material or workmanship warranty claim.
- (b) If we consider your claim to be a material claim we will refer your claim to directly to the manufacturer. If we consider your claim to be a workmanship claim we will arrange for a preliminary inspection to be undertaken ("Preliminary Inspection").
- (c) If the Preliminary Inspection discloses that some of the Solar Systems Components are considered faulty, we will then refer the claim to the relevant manufacturer, and they will then deal directly with you.
- (d) If the Preliminary Inspection discloses a workmanship defect then we will arrange with you to rectify the matter as soon as possible.
- (e) Please note that if the Preliminary Inspection does not disclose any fault to the Solar System or claim under the terms of this Certificate then we may, at our discretion, charge a call out fee, labour fees, and/or charges to recover any additional expense we have incurred.

6. IS THERE ANYTHING ELSE I SHOULD KNOW ABOUT THE WARRANTY?

- (a) Yes, the warranty granted in this Certificate is conditional to you complying in full with all of our payment terms.
- (b) In cases where a Preliminary Inspection is required, we will notify you of our intended time to conduct the Preliminary Inspection.

7. PROPER LAW AND JURISDICTION

The warranty set out in this Certificate is governed by and construed under the law of the State of Western Australia. Any legal action in relation to the warranty may be brought in any court of competent jurisdiction in the State of Western Australia.