

MAX ENERGY SOLAR INSTALLATION AND WORKMANSHIP WARRANTY

At **Max Energy Solar** we offer a 5-year warranty on the whole of the PV System which comprises of your solar power system or the battery system. This means that if any component of your solar power system or battery system which was installed by us or on our behalf fails or breaks within 5 years from the installation date, we will provide a remedy as per the terms and conditions. Max Energy Solar also provides a standard minimum retailer's warranty on the products of the whole PV system. Extended product warranties on panel and inverters are outlined in clause 11.4 and 11.5 of the terms and conditions. Details of the warranties offered on each product which forms an element of the customer's solar system (such as solar panels, inverters, and mounting frames) are available on manufacture websites.

Effectiveness:

This warranty only comes into effect from the day installation completed. Rectification of any warranty work will only take effect after all amounts owing in relation to the solar system has been met.

This warranty is void if:

- Anyone other than an Max Energy Solar's authorized personnel works on (including repairing or altering the system) the solar system at any time; or
- The customer fails to comply with all reasonable instructions provided by Max Energy Solar (whether written or verbal) in relation to the operation and care of the solar system.

1. Performance and Installation warranty:

Max Energy Solar offers a 25-year warranty on the performance and minimum 15 years of panel product warranty depending on the panel chosen by the Customer. Inverter warranty period for minimum 5 years will be provided with respect to the inverter provided with the PV system. Warranty period of 10 years applies to the inverter, provided the Customer chooses an inverter that has a 10-year warranty period.

Max Energy Solar provides an installation warranty for a period of 10 years from the date of installation and workmanship warranty for 10 years from the date of installation. This means that if the solar power system or battery system installed by us or on our behalf fails or breaks within 10 years from the installation date due to defective performance arising due to installation, we will provide you with a remedy as per the terms and conditions.

2. TRANSFERABILITY:

System Warranty is transferable by the original purchaser of the solar power system or battery system to any subsequent purchaser buying the premises at which the solar power system or battery system remains installed. However, the change of ownership must be advised to Max Energy Solar in writing or through email to the address provided in the contact details in the last section of this document.

3. MAKING A CLAIM ON THE WARRANTY:

If your solar power system or battery system fails or breaks and you believe that this due to a breach of the Components Warranty or the Installation Warranty or an issue with the performance warranty you may be entitled to make a claim against us. The details to make a claim are specified in the complaint handling procedure document supplied with the agreement.

4. YOUR RESPONSIBILITIES:

1. When your solar power system or battery system is installed, you will be provided with documents from Max Energy Solar, which comprises of the relevant manufacturer documents for maintenance routine for your solar power system or battery system and advice on how to monitor their performance.
2. You must have complied with all reasonable instructions (whether written or verbal) in relation to the care, repair and use of the solar power system or battery system.
3. You must not have misused, neglected, damaged, or modified the solar power system or battery system.
4. Only a qualified solar electrician should have worked on (including repairing or altering) the solar power system or battery system at any time. A complaint has to be raised as soon as possible when you have become aware of a fault or problem with your system which can be identified for example, by monitoring your system's performance in accordance with the documents provided to you at the time of installation or by checking your bill each billing cycle or by checking available online electricity data.
5. Any compensation is payable to you is determined based on how much time has elapsed between you becoming aware of the problem and time you contact us to report the same.

5. REMEDIES:

If we determine that there has been a breach of the Components Warranty and/or the Installation Warranty but the failure is not a major failure and is capable of being remedied, you must provide us with an opportunity to rectify the problem free of charge within a reasonable time as mentioned in the complaint handling procedure document.

If we determine that there has been a breach of the Components Warranty and/or the Installation Warranty and the failure is a major failure or is not capable of being remedied, you are entitled to:

1. Cancel your agreement with us and get a refund; or
2. Be paid compensation for the difference in value of the goods and services delivered and what was paid for.
3. If we determine that the Components Warranty and/or the Installation Warranty have been breached, we will also pay the substantiated reasonable expenses incurred by you in making your claim.

Exclusions:

This warranty does not cover:

- Damage caused to the system by weather or natural events. Max Energy Solar recommends that the solar system is covered under a home insurance policy to cover such events.
- The customer's 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, discoloration by mould, or the like.
- Damage caused by 'acts of God', improper voltage or power surges, accidents, or other acts beyond Max Energy Solar's reasonable control.

- Any damage to the customer's property caused by the solar system failing or breaking.
- Any alterations to the customer's property which are a necessary consequence for 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 implied or specified under Australian Consumer Law. In the event of a problem with any of the installation services which is not defined as a 'major failure' under the Australian Consumer Law, and which is capable of being remedied, the customer must provide Max Energy Solar with an opportunity to remedy the problem at no cost to the customer within a reasonable time frame. In the event of a problem with any of the installation services which is defined as a 'major failure' under the Australian Consumer Law, or which is not capable of being remedied, the customer is entitled to one of the following options:

- cancel the agreement with Max Energy Solar and receive a refund; or
- receive compensation for the difference in value of the installation services delivered and what was paid for by the customer. The customer is also entitled to compensation for any reasonably foreseeable loss or damage resulting from:
 - Max Energy Solar's failure to provide the installation services as required by the agreement with between the customer and Max Energy Solar; and/or
 - The installation services failing to meet any consumer guarantees under the Australian Consumer Law.

Max Energy solar will not be liable to the customer 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.

JURISDICTION:

Our System Warranty is to be construed in accordance with the laws of the state in which the PV system is installed and any disputes will be determined by the exclusive jurisdiction of the respective Courts. Both the parties to exhaust the options mentioned in terms and conditions before proceeding with the Court.

CONSUMER GUARANTEES:

All our goods and services also come with guarantees that cannot be excluded under the Australian Consumer Law("ACL"). We note that in addition to the rights and remedies set out in this document, other rights and remedies are available under the ACL.

What happens after 10 years:

In the event of a fault or defect, the customer can still rely on the product warranties provided by the manufacturers of the components supplied as part of the solar system (for example, the 25-year product and 25 years performance warranty associated with Solar Panels).

Max Energy solar is your first point of contact and will aid in obtaining warranty resolution from the relevant manufacturer.