



SUNVERGE ENERGY AUSTRALIA PTY LTD ABN 35 169 032 348
PRODUCT WARRANTY

1. Background

1.1 This product warranty is given by Sunverge Energy Australia Pty Ltd ABN 35 169 032 348 (**us**) in respect of the Sunverge Solar Integration System, models SISA6048AX and SISA4548AX (**Goods**). This product warranty is given to any person who has acquired or otherwise owns a Good (**you**), but only if the Good has been installed in Australia after 1 April 2015, and applies for 10 years from the date of installation (**Warranty Period**).

2. Warranty

2.1 Sunverge warrants that, for the Warranty Period, the Goods:

- (a) will be free from defects;
- (b) will be of merchantable quality; and
- (c) will comply with all applicable laws.

3. Repair or replacement

3.1 If any Good is defective and, at your own expense, you give us notice of this including a description of the defect as soon as possible after you become aware of the defect and in any event before the end of the Warranty Period, then, also as soon as possible, we will repair the defect or remove the defective Good and supply and install a replacement Good.

3.2 To make a claim under this product warranty, send your notice to us as follows. We will then advise you on how we will handle the claim and the information you will need to give us to support the claim which will include evidence that you have acquired or own the relevant Good and as to the date of installation:

Sunverge Energy Australia Pty. Ltd.
Level 8 , 757, Ann Street, Fortitude Valley, Brisbane.

3.3 This product warranty will apply to any replacement Goods under clause 3.1 provided that you must give any notice under clause 3.1 in respect of any such replacement Good before the end of the Warranty Period.

3.4 Title and ownership of any replaced Good passes to us.

4. Exclusions and limitations

4.1 This product warranty does not apply if or to the extent that a defect is caused by:

- (a) non-observance of installation, commissioning, operation or maintenance instructions;
- (b) misuse, abuse, neglect or accident;
- (c) the Goods being installed in an unsuitable environment including, without limitation, any environment:
 - (1) where there is insufficient ventilation;

- (2) where dirt, dust or debris builds up;
 - (3) which is corrosive; or
 - (4) where the Goods are exposed to fire, water, snow, moisture or liquid to an extent that exceeds the manufacturer's ratings;
- (d) any alteration, repair or modification of a Good not authorised by us;
 - (e) non-compliance by any person other than us with applicable law;
 - (f) power surges;
 - (g) lightning, storm, flood, fire, earthquake or other act of God;
 - (h) animals provided that, if the Good is installed in Queensland, that this exclusion does not affect our obligation under this product warranty to ensure that any enclosure for or forming part of a Good is vermin proof for Queensland conditions so as to prevent small animals and insects (like geckos, termites, rodents, etc.) from entering into the enclosure;
 - (i) events outside our control; or
 - (j) fair wear and tear.
- 4.2 This product warranty also does not apply:
- (a) if the original nameplate, serial number, model number and other identification markings on a Good has been defaced, altered, or removed;
 - (b) in respect of any consumable Good;
 - (c) for any cosmetic shortcoming which does not impair the use of a Good;
 - (d) if due to a change in applicable law the use of the Goods for your intended purpose is no longer permitted or is only permitted subject to applicable conditions or restrictions.
- 4.3 The repair or replacement remedy provided for in clause 3 is your sole and exclusive remedy under this product warranty and is all that we are required to do under this product warranty.
- 4.4 To the fullest extent permitted by law:
- (a) this product warranty applies to the exclusion of any other express or implied condition, warranty or guarantee with respect to the Goods including, without limitation, as to merchantability or fitness for particular purpose, and of any other obligation or liability on our part, unless such other condition, warranty, guarantee, obligation or liability is expressly agreed to by us in writing;
 - (b) we have no liability for damage or injury to persons or property or for other loss or injury resulting from any cause whatsoever arising out of or relating to the Goods including, without limitation, any defects in the Goods, or from use or installation;
 - (c) we have no liability to you for any consequential or indirect loss arising due to a breach of this product warranty, in tort (including negligence) or otherwise in connection with the Goods including, without limitation, liability for any loss of business operation, profits, anticipated income or anticipated cost savings; and

- (d) our total liability to you for a breach of this product warranty, in tort (including negligence) or otherwise in connection with a Good is limited to an amount equal to the price paid to us by the person to whom we sold the Good.

5. If you are a consumer

5.1 To the extent that you have acquired the Goods as a consumer (as defined in the Australian Consumer Law or other applicable consumer law):

- (a) the benefits given to you under this product warranty are in addition to other rights and remedies under the law;
- (b) 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 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;
- (c) subject to clause 5.1(d), no exclusion or limitation contained in this product warranty will apply to the extent that it is prohibited by law;
- (d) where we supply any goods or services other than of a kind ordinarily acquired for personal, domestic or household use or consumption and do so in breach of a condition, warranty or guarantee implied by or arising under any law, our liability for that breach is limited at our option to:
 - (1) in the case of goods: replacement of the goods or supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or of acquiring equivalent goods; or payment of the cost of having the goods repaired;
 - (2) in the case of services: supply of the services again; or payment of the cost of having the services supplied again.

6. Governing law

This product warranty is governed by and is to be construed in accordance with the laws of the State of Queensland.