

PERFORMANCE GUARANTEE

1. YOUR SOLAR SYSTEM'S ESTIMATED OUTPUT

At the time your solar system is installed you will be provided with our “Welcome to Energy Matters” document. That document sets out your solar PV system’s site specific estimated yield for the first year after installation (**Estimated Yield**).

The Estimated Yield relates to the year one performance of the solar system and is based on a 15 year set of irradiation and temperature data. However, yearly weather patterns will vary. The Estimated Yield will also be affected by a number of other factors, which are described in the “Welcome to Energy Matters” document.

We guarantee that the energy output of your Energy Matters solar system will meet or beat:

- the Estimated Yield in the first year after installation; and
- 90% of the Estimated Yield in the second, third, fourth and fifth years after installation, subject to the factors described in the “Welcome to Energy Matters” document (**Performance Guarantee**).

2. MAKING A CLAIM

If your system does not meet the Performance Guarantee for a particular year after installation then at the end of that year you may be entitled to make a claim for compensation.

In order to make a claim for compensation you must send a letter or email us, using the contact details set out below. In your notice you must provide:

- details to support your claim that the Performance Guarantee is not being met – we recommend you provide data from your inverter or online portal showing the energy production of your system. This data should be collected over a reasonable period to enable us to eliminate factors such as seasonal variations – for further information on how to collect this data please [click here](#);
- details of the compensation to which you believe you are entitled;
- a copy of your invoice, receipt or any other document which provides proof of purchase of the solar system from us; and
- details of how we should contact you.

We will contact you within a reasonable time after receipt of your claim to discuss the performance of your solar system with you.

3. YOUR RESPONSIBILITIES

When your system is installed, you will be provided with documents which explain a recommended maintenance routine for your solar system and advice on how to monitor its performance.

In determining whether any compensation is payable to you we may take into account how much time has passed between:

- when it would have been reasonable for you to have become aware of a fault or problem with your system (for example, by monitoring your system’s performance in accordance with the documents provided to you at the time of installation, by checking your bill each billing cycle or by checking available online electricity data); and
- when you actually contact us to report that fault or problem.

4. WHEN YOU ARE NOT ENTITLED TO A REMEDY

You are not entitled to a remedy when your solar system does not meet the Performance Guarantee due to something:

- you or someone else (excluding Energy Matters' contractors, agents or employees) did or did not do, or
- beyond human control that happened after the system was installed at your premises.

Examples may include where:

- an unskilled, unqualified or inexperienced person removed, reinstalled, repaired or modified the system;
- you failed to carry out reasonable maintenance on the solar system or its surrounds in accordance with the documents provided to you at the time your system was installed; or
- actual weather values deviate from the site irradiation and temperature mean values used in calculating the Performance Guarantee outputs.

5. JURISDICTION

This Performance Guarantee 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.

6. CONSUMER GUARANTEES

In addition to this Performance Guarantee, our goods and services come with further 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.

7. CONTACT DETAILS

Flextronics Australia Pty Ltd (trading as Energy Matters)
Address: 359-361 City Road, Southbank, VIC, 3006
Postal Address: PO Box 5265, South Melbourne, VIC, 3205
Customer Service: 133 SUN (133 786)
<http://www.energymatters.com.au/contact/>