



ENERGY MATTERS' SYSTEM WARRANTY

1. WARRANTY TERMS

At Energy Matters we offer a 5 year warranty on the components making up your solar system.

This means that if any component of your solar system which was installed by us or on our behalf fails or breaks within 5 years of the installation date, we will provide you with a remedy as set out below (**Components Warranty**).

We also offer a 10 year warranty on the installation services relating to your solar system.

This means that if the solar system installed by us or on our behalf fails or breaks within 10 years of the installation date due to defective performance of installation services, we will provide you with a remedy as set out below (**Installation Warranty**).

Together the Components Warranty and the Installation Warranty comprise Energy Matters' System Warranty.

2. TRANSFERABILITY

Energy Matters' System Warranty is transferable by the original purchaser of the solar system to any subsequent purchaser of the premises at which the solar system remains installed.

3. MAKING A CLAIM

If your solar system fails or breaks and you believe that this due to a breach of the Components Warranty or the Installation Warranty you may be entitled to make a claim against us.

In order to make a claim against us, 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, including whether you believe the Components Warranty and/or the Installation Warranty has been breached;
- a copy of your invoice, receipt or any other document which provides proof of purchase of the installation services; and
- details of how we should contact you.

We will contact you within a reasonable time after receipt of your claim to discuss your claim.

4. YOUR RESPONSIBILITIES

When your solar 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 order to have the benefit of the Energy Matters' System Warranty:

- you must have complied with all reasonable instructions (whether written or verbal) in relation to the care, repair and use of the solar system;
- you must not have misused, neglected, damaged or modified the solar system;
- no-one, other than a qualified solar electrician can have worked on (including repairing or altering) the solar system at any time.



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.

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 remedy the problem free of charge within a reasonable time.

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:

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

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.

6. EXCLUSIONS

Energy Matters' System Warranty does not include:

- 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 or system consumables;
- 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 our services;
- any damage caused by an unskilled, unqualified or inexperienced person working on (including repairing or altering) the solar system at any time;
- damage caused by your failure 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
- any damage or loss of any kind that was not reasonably foreseeable or that could not have been expected to result from a failure to comply with the Components Warranty and/or the Installation Warranty.

7. JURISDICTION

Energy Matters' System Warranty 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.



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8. CONSUMER GUARANTEES

In addition to Energy Matters' System Warranty our goods and services also 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.

9. 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/>