

Commercial Solar PV - Warranty

Customer Notice: Our goods and services 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.

1. Thank you **(the Customer)** for installing a solar photovoltaic system **(Product)** from Home Green Pty Ltd (ACN 137 168 033) trading as Shine On Solar and Shine On Energy **(Shine On)**. Shine On warrants that the Product you have purchased is free from any defect in solar panels, solar inverters and racking **(Manufacturer's Product Warranty)** for the period described in the relevant and corresponding Product Warranty Documents, from the date of purchase **(Product Warranty Period)**.
2. In some circumstances the Customer, when purchasing the Product, acquires the installation services **(Services)** of Shine On. Shine On warrants that the Services you receive are free from defects in workmanship **(Services Warranty)** for a period of five (5) years from the date the services are provided to the Customer **(Services Warranty Period)**. When claims are made by the customer for either installation/workmanship defects, or for product failures for the products listed in clause 1, within the period of the Services Warranty, the cost of reinstallation of these products (including all labour, access equipment and the product itself) will be bore by Shine On. To make a claim, refer to clauses 18, 19 and 20.
3. In addition, the Product and Services come with guarantees that cannot be excluded by virtue of the Australian Competition and Consumer Act 2010 (Cth) (Australian Consumer Laws).
4. Shine On shall not be liable for any indirect or consequential losses or expenses suffered by the Customer, howsoever caused.
5. Conditions, warranties and other provisions which apply to or in respect of the Product and Services under Australian Consumer Laws, as amended from time to time, or any other enactment of the Commonwealth of Australia or any State or Territory thereof and which, by or under the enactment, cannot be excluded from the contract for the supply of the Product and Services by Shine On and are declared to apply to the contract without restriction, limit or modification.
6. All other guarantees, warranties and conditions which would, or may, but for this clause be implied (whether by statue, law, trade usage or otherwise howsoever) into the contract for the supply of the Product and Services by Shine On (including in particular and which many in any way relate to quality or fitness for any particular purpose) are hereby expressly excluded from the contract to the extent that they can be excluded at law.
7. Services Warranty (workmanship) and Product Warranty can extend beyond the original Customer to the new owner of the premise **(New Customer)** for the balance of the warranty period on the same terms. The New Customer making the claim must furnish proof of purchase and proof of date of purchase to make a warranty claim in any circumstance.

Manufacturer's Warranty – General Conditions

8. For the duration of the Product Warranty Period, Shine On will replace or repair, at its sole discretion, the defective Product, or parts thereof, so long as the defect does not arise due to any of the exclusions listed in each Manufacturer's Product Warranty Document.
9. Should the Product be defective and a valid warranty claim is lodged within the Product Warranty Period, Shine On will provide its labour free of charge in connection with the reinstallation of the Product.
10. Repairs and replacements performed according to this Manufacturer's Warranty will be conducted in a reasonable time frame in the circumstances. Delivery timeframe will accord with solar industry standards and delivery dates will be extended where delays occur due to matters beyond Shine On's reasonable control –



these timeframes may be up to or in excess of six (6) months as an industry standard due to technical and logistical procedures.

11. The conditions of this Manufacturer's Warranty are subject to change without notice.
12. Shine On reserves the right to decline Manufacturer's Warranty claims should the customer fail to follow these conditions.
13. The determination of repairs and replacements being covered by the Manufacturer's Warranty is at the sole discretion of Shine On.
14. To the extent permitted by law, Shine On's liability for any Product, which is defective, shall be limited to either replacing the Product, repairing the Product or refunding the price paid for the Product.
15. Shine On reserves the right to replace any defective part of the Product with a part of similar quality and composition where an identical part is unavailable.
16. No one is authorised to make any other warranties on behalf of Shine On, or to modify this warranty.

Making a Manufacturer or Installation Warranty Claim

17. To issue a Manufacturer or Installation Warranty claim, the Customer will be required to:
 - a. Contact and request Shine On to inspect the Product at the Customer's premises;
 - b. Present their receipt/invoice as proof of purchase; and
 - c. Identify the defect in the Product or workmanship
18. To be considered, a Customer must lodge a Manufacturer's Warranty claim within the Product Warranty Period, five (5) to ten (10) years from the date of purchase (whichever duration is noted in the applicable Product Warranty Documents). If the claim is within this period but outside of the services warranty of five (5) years, Shine On will dispatch a technician to ascertain the cause of the fault.

If the fault is due to a product covered by Manufacturer's Warranty, Shine On will facilitate the manufacturer's warranty claim on behalf of the customer and will cover the labour cost up to the maximum provided by the manufacturer. Where these labour costs are exceeded, this difference in cost will be on-charged to the customer.

19. Shine On shall be entitled to inspect the Product to verify the validity of the Customer's Manufacturer's Warranty claim. If there is no defect in the Product after inspecting and testing, the Customer must pay Shine On's usual costs of service work and testing as noted in clause 20.
20. Service call-outs to the Customer's premises under warranty will incur a minimum charge of \$220 including GST within working hours 9am to 5pm Monday to Friday. An additional charge of \$110 including GST will apply if the call out falls outside of normal working hours, or if the callout is in respect of Goods not covered by warranty, including but not limited to instances where Goods have been damaged by other contractors.

Liability

21. Liability for a breach of a condition or warranty which cannot be excluded by law (and no other remedy applies) is limited to the extent possible, at our election, to: (a) the supply of the goods or services again; (b) the repair of the goods; (c) the payment of the cost of having the goods or services supplied again or repaired; or (d) refund of the price you have paid to us.
22. Liability for a breach of a condition or warranty which cannot be excluded by law (and no other remedy applies) is limited to the extent possible where your failure to mitigate your loss, including by your failure to reasonably monitor and maintain the System caused or contributed to the loss claimed.



Australian Consumer Law Guarantees

23. To the extent that the Australian Consumer Law applies in relation to warranty claims arising upon the supply of any Product, then the following shall apply:

- a. If there is a major failure with a Product, the Customer is entitled to:
 - i. Reject the Project and get a refund;
 - ii. Reject the Product and get an identical replacement, or one similar in value if reasonably available; or
 - iii. Keep the Product and obtain compensation from Shine On for the drop in value of the Product caused by the major failure.

- b. If there is a minor failure with the Product, the Customer is entitled, at the election of Shine On, to:
 - i. Replacement of the Product; or
 - ii. Have the Product repaired within a reasonable time.

- c. To issue a warranty claim, the Customer will be required to:
 - i. Take photos of any faulty parts or components and also the inverter's screen.
 - ii. Take down the ID and description of error messages (if any).
 - iii. Contact Shine On and share the details with us.
 - iv. Shine On will contact the manufacturer and advise on necessary steps to rectify the issue.

Contact Details

Home Green Pty Ltd (ACN 137 168 033) trading as Shine On Solar and Shine On Energy
Contact: Operations Team
Head Office: K109, 63-85 Turner Street, Port Melbourne Victoria 3207
Phone: 1300 013 648
Fax: +61 (0)3 9939 9980
Email: solar@shine-on.com.au