

**STANDARD TERMS OF LIMITED WARRANTY
AGREEMENT – MOUNTING SYSTEMS**

CWP 002.01

Revision 01

Issue Date: 04.04.2011

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1. Performance

1.1. Mounting Systems places the highest demands on the quality of its products. These are manufactured in accordance with the highest quality standards. Conergy Pty Ltd guarantees to its direct customer ("Customer") that the Products listed below will be free and clear of manufacturing defects:

- SunTop III, Mounting System Alpha
- Famulus II, Mounting System Lambda
- Solar Giant, Mounting System Omega
- Solar Linear, Mounting System Sigma
- Sunforte, Mounting System Gamma
- Solar Simplex, Mounting System ConSole
- Mounting System Theta
- Mounting System Kappa

1.2. The warranty does not cover adverse effects on the Product, which are consequence of:

- the Product was not assembled in accordance with the assembly instructions, applicable standards and legislative regulations;
- the Product has not been assembled by qualified personnel with the skill set defined in the installation manual;
- the Product was not used in accordance with the technical specifications agreed upon or used contrary to the intended purpose of use;
- the Product was not properly stored before or during the assembly phase;
- changes to the Product or its accessories made without the express consent of Conergy Pty Ltd;
- the Product was not maintained annually by qualified personnel;
- the Product was exposed to extraordinary environmental impact (lightning strike, hail, fire, magnetic fields, or similar circumstances);
- the Product was subject to a vandalism;
- the Product being exposed or used in the ambient having excessive salt content or being exposed to harmful effect of metal interaction (e.g. copper) that could cause corrosion;
- The load capacity of the roof construction and/or the ground not been appropriately assessed in accordance to applicable building and technical standards and local legislative regulations.

1.3. The Warranty does not cover any indirect damages, including personal injury or property damage, lost profit, harm to reputation, loss of data, advertising or manufacturing costs, overhead costs and loss of customers as well as costs which result from operational disruptions, removals and/or reinstallation.

1.4. If a legitimate Warranty situation arises, Conergy Pty Ltd shall either carry out a professional repair of the component in question or replace the product/part of the product with a new component. Conergy Pty Ltd will acquire title to each replaced component. If the Product in question is no longer manufactured, then Conergy Pty Ltd is entitled to provide a different comparable Product (different size, different colour, different form and/or different performance etc.).

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- 1.5. The scope of liability under this product warranty for manufacturing defects stipulated in subsection 1.1 is limited to the purchase price of the mounting system or part of the mounting system where defect is found ONLY. All other cost that may arise as per clause 1.2 including but not limited to cost of labour is NOT under the scope of this warranty policy.
- 1.6. Performance under a warranty period will not trigger the commencement of new warranty period nor will it extend the warranty period.

2. Territorial Scope / Guarantee Period

- 2.1. The warranty applies geographically to all States and Territories in Australia.
- 2.2. Warranty period for all metallic components is 10 years.
- 2.3. The warranty period for all non metallic components is 2 years.
- 2.4. The warranty period commences on the date of delivery to the Customer.

3. Warranty Preconditions

- 3.1. The Customer must notify Conergy Pty Ltd dealer whom the product is purchased in writing of any obvious defects within 2 months following receipt. The Customer will be deemed to have waived his or her warranty claims, if such notice is not provided.
- 3.2. The benefits conferred by this warranty are in addition to all other rights and remedies in respect of the product, which the purchaser has under the Trade Practices Act (Commonwealth) 1975, and similar State or Territory laws.

4. Procedures in the Event of a Complaint

- 4.1. If the Product shows any sign(s) of defects or malfunction, Conergy Pty Ltd dealer whom product is purchased shall be contacted. When contacting dealer, the following information shall be submitted:
 - name, address, postal code and a telephone number
 - the model description
 - purchase receipt containing the date and vendor's address
 - warranty certificate of the faulty Product (if available)
 - the date of installation
 - the location and address of installation
 - detailed description of the observed defects and additional information which could help in analysing the defect
- 4.2. Conergy Pty Ltd dealer shall provide individual complaint number for dealing in relation to the processing of the complaint.
- 4.3. Sending product to dealer or Conergy Pty Ltd without previously obtained consent will result in refusal of acceptance. Customer shall be liable for transportation and all other associated costs.

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5. OH&S Disclaimer

Conergy Pty Ltd and its Authorised Dealers work with and recommend various installation companies to install, test and certify correct installation. Conergy Pty Ltd is a supplier of systems only. Each installation must be covered by the installer's insurances, commercial terms and conditions and by the applicable OH&S legislation. Each person that installs assembles or services must comply with all OH&S requirements relevant to the type of work being conducted including, but not limited to, plumbing work, work on heights exceeding 2.5m and electrical work. Conergy Pty Ltd and its Authorised Dealers do not accept any responsibility for any loss or damage to any person or property of any type, whether direct or consequential, arising from the installation, maintenance, or operation of the product or any of its components.