

**STANDARD TERMS OF LIMITED WARRANTY AGREEMENT  
THERMAL PRODUCTS  
CWP 001.01**

Revision 02

Issue Date: 23 December 2011

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**STANDARD TERMS OF LIMITED WARRANTY  
AGREEMENT**

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## 1.1 Warranty terms

This warranty is given by Conergy Pty Limited [ACN 112 387 569](#) (Conergy) in relation to Conergy Solar Hot Water Systems (the Product).

The benefits conferred by this warranty are in addition to all other legal rights and remedies of the Customer in respect of the Product. Given installation and application is in accordance with the manufacturer's specifications and instructions, the Product and components are warranted by Conergy for the cost of labour and components in the event of defects arising from faulty materials and/or workmanship in accordance with the warranty conditions and exclusions stated in this document.

Where the Product is installed outside the boundaries of a Capital Cities Metropolitan area or where the Product is installed outside a 25km radius of a Conergy Dealer business address, the cost of transport, insurance and travelling will be charged to the consumer.

For all new Product purchases through public sales auctions, internet and/or other electronic sales auctions or remote offerings, the warranty for the Product is the responsibility of the dealer or reseller of the Product, and not of Conergy.

Warranty of the Product will remain with the Product for the warranty coverage period.

## 1.2 Warranty conditions

**The initial point of contact for all Warranty claims is the Conergy Dealer from whom the Product was purchased.**

All warranty claims must be reported to Conergy no later than 14 days from the date the fault is reported to the Conergy Dealer. All terms of this warranty are effective from the date of installation of the Product and the attending service person reserves the right to verify this date by requesting a copy of the certificate of compliance<sup>1</sup> or installation record issued by an appropriately qualified installer prior to the commencement of any warranty work. In the absence of the certificate of compliance, installation record or proof of purchase, the serial number and/or date of manufacturing of the product will substitute the date of installation. The Product must be installed, commissioned, serviced, repaired and removed by a licensed gasfitter or plumber in accordance with the manufacturers installation instructions, current AS/NZS 3000, AS/NZS 3500, AS/NZS 5601, local regulations and municipal building codes by persons authorised by local regulations to do so.

The Product must be operated and maintained in accordance with Conergy's operating instructions. This warranty only applies to the Product as supplied by Conergy and does not apply to any additional electrical and/or plumbing parts supplied by the installer. Where the appliance has not been sited in accordance with the installation instructions or installed such that normal service access is difficult, a

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<sup>1</sup> [Certificates of compliance must be issued by the installer in all States and Territories of Australia where this requirement is mandatory. States and Territories where installers are not required to issue Certificates of compliance, appropriate local council inspection reports must be obtained to warrant installation compliance.](#)

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service charge may apply. If, at the discretion of the attending service person, access is assessed as dangerous, service will be refused.

Any work required to gain reasonable access to the appliance will be chargeable to the customer by the attending service person including, but not limited to, removal of cupboards, doors, walls, or the use of special equipment to move components to floor level.

The Product is covered for the indicated period from the date of installation. Should a part of the complete Product be replaced during this period, only the balance of the original warranty will continue to remain effective.

This warranty applies to the Product when it is connected directly to a reticulated water supply from a state approved water utility. This warranty does not apply if the Product is connected to any alternative water supplies if the water chemistry and impurity levels of alternative water supplies exceed the limits specified in Table 1.

Examples of alternative water supplies include private bore water, water from private dams and water supplied from a reticulated water supply but where the water chemistry is deliberately altered before supplying the water heater. Should the Product be installed in a regional location where regular flushing is required due to sediment build-up, the drain cock for flushing must be fitted at the time of installation at customer expense. A warranty will apply to rain water tanks, as alternative water supply, **ONLY** in circumstances where rain water is filtered and free of any physical or sediment debris and water quality does not exceed the limits specified in Table 1.

| Water Properties        | Acceptable Levels     |
|-------------------------|-----------------------|
| Total hardness          | 200 mg/litre or p.p.m |
| Total dissolved solids  | 600 mg/litre or p.p.m |
| Electrical conductivity | 850 $\mu$ S/cm        |
| Chloride                | 250 mg/litre or p.p.m |
| Magnesium               | 10 mg/litre or p.p.m  |
| Sodium                  | 150 mg/litre or p.p.m |
| pH                      | Min 6.5 to Max 8.5    |

Table 1

Component manufacturers are at liberty to alter the design or construction of the components notwithstanding that the Product may have been sold by description or sample, even though alterations made have been introduced from the date of contract and the date of delivery provided that the Products are of the same or similar quality and are fit for the purposes for which they are purchased. Such alterations shall not constitute a defect in design or construction under this warranty.

Conergy reserves the right to alter the design or construction of the Product within allowance of the relevant Standard(s), industrial and State and Territory legislation without notice.

Conergy warrants to the original purchaser, or for Product purchased from a Reseller, to the original end user, that the Product will be free from any defects in materials and workmanship from the date of shipment or invoice or, if longer, the period stated in this policy in accordance with the warranty terms in Table 2. During the warranty period, Conergy will at its option apply one of the three following remedies:

- (i) provide replacement parts necessary to repair the product,
- (ii) replace the product with same product
- (iii) refund the amount purchaser paid, LESS DEPRECIATION, upon its return.

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Conergy or a Conergy Dealer will provide labour to resolve warranty issues during the warranty period. Repair service shall be available at the purchaser's location. Conergy will determine how and where repair services are provided, and the purchaser may, at Conergy's reasonable cost, be required to deliver product to an authorised location

Replacement parts and/or Products will be new or serviceably used, comparable in function and performance to the original part or Product and warranted for the remainder of the original warranty period. Purchasing additional Products from Conergy does not extend your warranty period.

If Conergy requires the return of defective parts/Products, the Conergy Dealer/purchaser shall return them within 14 days of receiving replacement parts. Failure to return defective parts will attract charges for replaced parts/system and their shipment to the Conergy Dealer/purchaser.

Conergy offers 12 months comprehensive warranty for the Product including parts and labour. In addition to 12 months comprehensive warranty, Conergy offers 5 years warranty on tanks, element flange subassembly, collectors, seals and mounting frame for the Product excluding labour cost as stated in Table 2 below.

**NOTE:** Closed circuit tanks must be installed and charged in accordance to Conergy requirements and use Conergy transfer fluid to be warranted against frost and freezing.

| Component                             | Warranty coverage |                 |
|---------------------------------------|-------------------|-----------------|
|                                       | Parts Warranty    | Labour Warranty |
| Tank                                  | 5 year            | 1 year          |
| Element Flange subassembly TS Systems | 5 year            | 1 year          |
| Collector                             | 5 years           | 1 year          |
| Seal, Neck Ring                       | 5 year            | 1 year          |
| Mounting Frame                        | 5 years           | 1 year          |
| Element                               | 1 year            | 1 year          |
| Anode                                 | 1 year            | 1 year          |
| Thermostat, Solar                     | 1 year            | 1 year          |
| Valves and plumbing accessories       | 1 year            | 1 year          |
| Heat Exchanger                        | 1 year            | 1 year          |
| Vessel Expansion                      | 1 year            | 1 year          |
| Pump <sup>2,3</sup>                   | 1 year            | 1 year          |
| Sensors                               | 1 year            | 1 year          |
| Controller                            | 1 year            | 1 year          |
| Heat Pump                             | 2 years           | 1 year          |

<sup>2</sup> In order to comply with Queensland State legislation, in Queensland domestic installations only, 2 year warranty on the solar circulating pump 1 yr labour warranty applies.

<sup>3</sup> In order to comply with Victorian State legislation, in Victorian domestic installations only, a 5 year warranty on the solar circulating pump, solar controller and components within the gas booster with 1 yr labour warranty applies.

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**Table 2 - Warranty Terms**

### **1.3 Warranty Exclusions**

**The following exclusions may cause the warranty to become void, and may incur a service charge and cost of parts that may be required.**

- Accidental damage, failure due to misuse, abuse and accidents.
- Failure due to incorrect installation and/or attempts to repair the Product other than by a Conergy Dealer and/or approved service personnel.
- Failure to install, commission, service, repair and remove the Product in accordance with the manufacturers installation instructions, current AS/NZS 3000, AS/NZS 3500, AS/NZS 5601, local regulations and municipal building codes by persons authorised to do so.
- Failure due to use of parts other than Conergy branded/approved parts.
- Where the solar collector leaks or fails to operate normally due to frost or freezing, unless the Product has been installed under a Sustainability Victoria program requiring frost warranty or other such similar State administered program.
- When the power supply is disconnected, turned off or cut to an active system (pump module)
- Damage and/or breakage to the collector glass.
- Where the Product component has failed directly or indirectly as a result of excessive water pressure, negative pressure (partial vacuum), corrosive atmosphere, faulty plumbing and/or electrical wiring, or major variations in electrical energy supply.
- Where the water stored in the cylinder exceeds at any time levels as per Table 2.
- Any serial tags/stickers on any of the components are removed or defaced.
- The Product is relocated from its original point of installation.

This warranty does not cover:

- claim for damage to walls, foundations, gardens, etc. or any other consequential loss or inconvenience either directly or indirectly due to leakage from the solar water heating system or any other matter related to the system or its operation.
- the effects of sludge/sediment as a result of connection to a water supply from suitably filtered or treated sources e.g. spring, dam, bore or river.
- consequential damage or any incidental expenses resulting from any breach of this warranty.

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 for 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.

### **1.4 OH&S Disclaimer**

Conergy Pty Ltd and its Authorised Dealers work with and recommend various installation and plumbing companies to install, test and certify correct operation of solar hot water systems or the Product. 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

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2.5m and electrical work. The customer must ensure that it complies with all its OH&S obligations. This warranty will be void if these conditions are not met.

**Contact Details for Conergy**

Conergy Pty Limited

5 Glyde Court, Malaga, WA 6090

Telephone: 1300 137 602