

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

CWP 002.01

Revision 02

Issue Date: 23.12.2011

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1. Performance

1.1. Mounting Systems places the highest demands on the quality of its products.. Conergy Pty Limited ACN 112 387 569 (Conergy) guarantees that the products listed below (the Product) 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 if:

- 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 are made without the express consent of Conergy;
- 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 was 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; or
- 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. This 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 claim arises, Conergy shall at its option either carry out a professional repair of the component in question or replace the Product/part of the Product with a new component. Conergy will acquire title to each replaced component. If the Product in question is no longer manufactured, then Conergy is entitled to provide a different comparable Product (different size, different colour, different form and/or different performance etc.).

1.5. The scope of liability under this warranty for manufacturing defects stipulated in subsection 1.1 is limited to the purchase price of the mounting system or the part of the mounting system where defect is found ONLY. All other costs that may arise and fall within the exclusions in clause 1.2, including but not limited to cost of labour, are NOT covered by this warranty.

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- 1.6. Performance under a warranty period will not trigger the commencement of a new warranty period nor will it extend the warranty period.
- 1.7. 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 an Authorised Conergy Dealer business address, the cost of transport, insurance and travelling will be charged to the consumer.

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.

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 the Conergy Dealer from whom the Product was 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 legal rights and remedies of the Customer in respect of the Product.

4. Procedures in the Event of a Complaint

- 4.1. If the Product shows any sign(s) of defects or malfunction, the Customer must contact the Conergy Dealer from whom the Product was purchased. When contacting the Conergy 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 may at its option apply one of the three following remedies:
 - provide replacement parts necessary to repair the Product,
 - replace the Product with same Product; or
 - refund the amount the Customer paid, LESS DEPRECIATION, upon its return.

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- 4.3. Conergy or a Conergy Dealer will provide labour to resolve warranty issues during the warranty period. Repair service will be available at the Customer's location where. Conergy will determine how and where repair services are provided, and the Customer may be required to deliver the Product to an authorised location at Conergy's cost with consideration to section 1.7.
- 4.4. 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.
- 4.5. If Conergy requires the return of defective parts/Products, the Conergy Dealer/Customer must 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 or the Customer as the case may be
- 4.6. Sending a Product to Conergy or a Conergy Dealer without previously obtaining consent to do so will result in refusal of acceptance. The Customer shall then be liable for transportation and all other associated costs.

5. OH&S Disclaimer

Conergy and its Conergy Dealers work with and recommend various installation companies to install, test and certify correct installation. Conergy 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 assemblies 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. The customer must ensure that it complies with all its OH&S obligations. This warranty will be void if these conditions are not met.

6. Contact Details for Conergy

Conergy Pty Limited
5 Glyde Court, Malaga, WA 6090
Telephone: 1300 137 602