

# SOLAR WARRANTY



**V Commercial Pty Ltd**

**T/S Nature Saver Solar**

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## **POLICIES AND PROCEDURES MANUAL:**

### History

Policy Name	SOLAR WARRANTY
Authorised By	Chief Executive Officer
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## Solar Warranty Policy

### PURPOSE

(SUPPLY AND INSTALLATION OF SOLAR PANELS AND INVERTER)

This Warranty applies to the supply and installation of the Solar Panel Modules, the Inverters and the Mounting supplied by Nature Saver Solar. The Warranty covers performance of the system, as a whole, for a period of 5 years, from the date of completed installation.

### WARRANTIES

Component	Period of Warranty
<b>Solar Panel Modules</b> (manufacturing defects)	Min 10 years from the Installation Date All solar panels have a minimum 10-year manufacturing warranty backed by the module manufacturer *
<b>Solar Panel Modules</b> (lineal performance)	25 years from the Installation Date
<b>Inverters</b>	All inverters have a min 5 years warranty. Upgrades available upon registration. *
<b>Installation / Workmanship Warranty</b>	5 years from the Installation Date
<b>Mounting Frame</b>	5 years from the Installation Date

\*Please refer to the respective manufacturer's warranty.

Subject to clauses 2 and 3 below, Nature Saver Solar warrants to the Owner that:

- a) Nature Saver Solar Products will be free from faults in materials, workmanship and installation related defects for the corresponding Period of Warranty referred to above.

- b) The installation of the Nature Saver Solar Products has been provided with due care and skill using CEC accredited installers and has been performed in accordance with all relevant law and applicable standards for the corresponding Period of Warranty referred to above.
- c) Nature Saver Solar will guarantee:
  - i. our workmanship, and the workmanship of our contractors, in installing the System; and
  - ii. the operation and performance of the System,

will be free from fault or defect for a period of 5 years commencing on the date the System is installed (Guarantee Period), and we will repair any such default or defect notified to us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to you.

#### WARRANTY CONDITION

- a) This Warranty will only apply to the original installation of the relevant Nature Saver Solar Products, and will immediately terminate upon the removal from the initial installation of such Nature Saver Solar.
- b) A photovoltaic Solar Panel Module is not conforming with the Minimum Power Output Warranty, Nature Saver Solar may at its sole option, use re-manufactured, refurbished or new parts when repairing or replacing a photovoltaic Solar Panel Module, to bring the aggregate power output to the level required by the Minimum Power Output Warranty. The solar panels removed under this condition will become the property of Nature Saver Solar.

#### WARRANTY RESTRICTION AND EXCLUSION

- a) This Warranty will not apply:
  - i. if any of the Nature Saver Solar Products are handled or used by any person other than the Installer nominated by Nature Saver Solar and not in compliance with the current version of the manufacturer's instructions which includes the repair or

- modification of any of the Nature Saver Solar Products by someone other than an appropriately skilled service technician; or
- ii. if and when any of the Nature Saver Solar Products are exposed to conditions which would normally be adverse or harmful to solar panel modules, inverters and mounting frames, including but not limited to:
    - a) removal or damage to the rating plate of an Inverter;
    - b) damage caused by foreign objects, projectiles or debris (including hail or storm-related debris);
    - c) any usage other than for the sole purpose of generating electricity for a [residential and commercial] building, unless approved in writing by Nature Saver Solar; and
  - iii. conditions resulting from a defect in components which are not part of the Nature Saver Solar Products supplied and installed by or on behalf of Nature Saver Solar;
  - iv. defects or injuries caused by or resulting from causes not attributed to faulty parts of the manufacturer of the any of the Nature Saver Solar Products, including but not limited to, defect or injury
  - v. caused by or resulting from alteration, misuse, abuse, neglect, accidental damage, improper voltage, vermin infestation, exposure to abnormally corrosive conditions, software, or any repairs, modification or alterations made to any of the Nature Saver Solar Product which are not authorised by Nature Saver Solar;
  - vi. conditions or defects arising directly or indirectly from installation in an aero, mobile, or marine environment, war, riots, destruction, fire, explosion, earthquake, storm, typhoon, cyclone, hurricanes, tornado, volcanic action, tidal wave, snowfall, freezing, salt damage, acid rain, power failures or surges, lightening, indirect lightening stroke, flood, damage by insect, animal, land subsidence, crack or landslide, accident, or abnormal environment or pollution, actions of third parties and other events that occur outside of Nature Saver Solar's control and not occurring under normal operating conditions, or any phenomena that cannot be prevented with the technology available for practical use as at the Installation Date;

- vii. to issues which do not affect the basic performance capacity and power generating function of the Nature Saver Solar Products notwithstanding any external scratch or stain, or natural mechanical wearing which does not represent a defect of the Solar Power Module or inverter, corrosion, mould, deterioration, discoloration, and any other factor of similar kind or nature that occurs after delivery of the module or inverter, or does not affect the structure, mechanical strength due to slight corrosion.
- b) This Warranty is in addition to, and in no way limits, varies or excludes any express and implied rights and remedies the warranties provided for the component parts.
- c) 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.
- d) Subject to clause 3 (c), Nature Saver Solar will not be liable for any incidental, consequential, or punitive damages, including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected or associated with the Nature Saver Solar Products or the installation of the Nature Saver Solar Products.
- e) Subject to the rights and remedies of an Owner under law which cannot be limited, Nature Saver Solar's liability under this Warranty is limited (at Nature Saver Solar's sole discretion) to:
  - i. replacement of the relevant Nature Saver Solar Products, or resupply of installation services;
  - ii. payment of the cost of replacement of relevant Nature Saver Solar Products or resupply of installation services;
  - iii. repair of the relevant Nature Saver Solar Products; or
  - iv. payment of the cost of having the relevant Nature Saver Solar Products repaired.

- f) Other than as expressly set out in this Warranty, and the warranties that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other law), Nature Saver Solar excludes all other warranties and guarantees with regard to the Nature Saver Solar Products, including all implied warranties and guarantees.

#### CLAIMS AND QUESTION

- a) For any claims or questions in relation to this Warranty please contact: Nature Saver Solar

Nature Saver Solar

Level 1 – 101/21 Elgar Road, Derrimut, Vic 3026

Ph: 1300 647 098

Email: [admin@nssolar.com.au](mailto:admin@nssolar.com.au)

- b) Please retain your booking agreement form, as this should be produced to validate a warranty claim.
- c) If you are not satisfied with your claims from Nature Saver Solar, you may refer this to an external governing body mentioned below –

**Clean Energy Council:**

Phone: 03 9929 4100

Address: Level 15, 222 Exhibition Street, Melbourne VIC 3000

**Australian Competition & Consumer Commission:**

Phone: 1300 302 502

Address: GPO Box 520, Melbourne VIC 3001

**Consumer Affairs Victoria:**

Phone: 1300 558 181

Address: GPO Box 123, Melbourne VIC 3001

For further information call 1300 647 098 or visit [www.nssolar.com.au](http://www.nssolar.com.au)