

## Warranty

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The following applies if you are a "consumer" within the meaning of the Australian Consumer Law:

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. Warranty

- 1.1 Jiangsu Zeversolar New Energy Co., Ltd. Building 9, No. 198, Xiangyang Road, Suzhou, China ("Zeversolar") provides the following warranty in relation to the product you have purchased (the "Product").
- 1.2 The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Commonwealth legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Commonwealth legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.
- 1.3 Zeversolar warrants that, subject to the exclusions and limitations below, all parts of the manufacture and assembly of the Product carried out by Zeversolar will be free from defects in materials and workmanship for a period of 5 years from date of purchase (the "Warranty Period"). This warranty is not transferable to a subsequent owner if you dispose of the Product or any item or real estate to which the product is affixed, even if such disposal occurs during the Warranty Period. Where the customer cannot prove the date of purchase to Zeversolar's satisfaction, the Warranty Period will expire 5 years from the date of manufacture.
- 1.4 If a defect appears in Zeversolar's manufacture or assembly of the Product before the end of the Warranty Period and Zeversolar finds the Product to be defective in materials or workmanship, Zeversolar will, in its sole discretion, provide the following:

#### Years 1 - 4

- a) Replace or repair the Product or the defective part of the product free of charge exclusive of additional travel requirements. Zeversolar or an Authorised Repair agent reserve the right to request pre-payment from the claimant for travel outside of Metropolitan areas or distances greater than 50km from an Authorised Service Centre prior to repair or replacement taking place; or
- b) Cause the Product or the defective part of the Product to be replaced or repaired by a qualified repairer free of charge exclusive of additional travel requirements. Zeversolar or an Authorised Repair agent reserve the right to request pre-payment from the claimant for travel outside of Metropolitan areas or distances greater than 50km from an Authorised Service Centre prior to repair or replacement taking place

#### Year 5

- a) Replace or repair the Product or the defective part of the product free of charge exclusive of additional travel requirements as listed above and associated transport and logistics costs relating to the replacement and return of Product (if applicable)
- b) Cause the Product or the defective part of the Product to be replaced or repaired by a qualified repairer free of charge exclusive of additional travel requirements as listed above and associated transport and logistics costs relating to the replacement and return of Product (if applicable)

### 2. Warranty Claims

- 2.1 If a fault covered by warranty occurs, the customer must first contact Zeversolar at the contact address listed below, or the supplier from which the Product was purchased (the "Supplier").
- 2.2 Any warranty claim must be accompanied by:
  - (a) Proof of purchase; and
  - (b) Full details of the alleged defect.
- 2.3 The customer must make the Product available to Zeversolar or its authorised repair agent for inspection and testing. If such inspection and testing finds no defect in the Product, the customer must pay Zeversolar's usual costs of service work, evaluation and testing.
- 2.4 If Zeversolar determines that the warranty does not apply or that there is no defect in the Product, the Customer will be liable for the cost of the transport of the Product to and from Zeversolar or the authorised repair agent to make the warranty claim, associated insurance costs and any labour costs.
- 2.5 If Zeversolar provides performance under the Warranty, such performance will not indicate any recommencement of the term of the Warranty Extension in respect of the parts repaired or replaced.

### **3. Exclusions**

3.1 The warranty will not apply where:

- (a) The Product has been repaired, altered or modified by someone other than Zeversolar or an authorised repair agent;
- (b) The alleged defect in the Product is within acceptable industry variances;
- (c) Zeversolar cannot establish any fault in the Product after testing and inspections
- (d) The Product has been used or installed other than for the purpose for which it was designed or contrary to applicable manuals, other documentation supplied by Zeversolar or statutory requirements;
- (e) the defect in the Product has arisen due to the customer's failure to properly use, clean, maintain or service the Product in accordance with any of Zeversolar's, or the Suppliers', instructions, recommendations and specifications, such as applicable maintenance schedules (including those set out in any owner's manual);
- (f) The defect in the Product has arisen due to the customer's request to modify the Product;
- (g) the Product has been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- (h) The defect has arisen due to abuse, misuse, neglect or accident;
- (i) Unauthorised parts or accessories have been used on or in relation to the Product; or
- (j) The Product has been overloaded.

3.2 The warranty does not extend to:

- (a) Damage or defects caused by normal wear and tear;
- (b) Damage or defects caused by impact (including hail or bird strike);
- (c) Damage or defects caused by insects or rodents;
- (d) Damage to any external casing or housing; or
- (e) The aesthetics of galvanising, coating and protectant treatments used.

3.3 Zeversolar will not be liable for any transport, insurance or labour costs incurred by the customer in connection with a warranty claim unless such costs are approved by Zeversolar before they are incurred. Any approval will be subject to Zeversolar's rights under clause 2.3.

### **4. Limitations**

4.1 Zeversolar makes no express warranties or representations other than set out in this warranty.

4.2 The repair or replacement of the Product or part of the Product is the absolute limit of Zeversolar's liability under this express warranty.

4.3 To the extent permitted by statute Zeversolar, its servants or agents will not be liable for any costs, claims, damages or expenses, whether arising out of any negligent or other tortious act or omission, any breach of contract, warranty or statutory duty, of an indirect or consequential nature or that are calculated by reference to profits, income, production, electricity generation or accruals or loss of such profits, income, production, electricity generation or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis. In addition, Zeversolar will not be liable to the extent that the subject of a claim (or any part of a claim) (a) is recovered by the customer under the terms of any insurance policy (apart from any excess applicable to the relevant insurance); (b) has been or is made good or is otherwise compensated for without cost to the customer; or (c) has been contributed to, caused, exaggerated or inflated due to the customer's delay or other act or omission of the customer.

4.4 Replacement or repair in accordance with these conditions is the sole and exclusive remedy of the original end user under the Warranty Terms. Claims that go beyond the rights cited in these warranty conditions, in particular claims for compensation for direct or indirect damages arising from the defective device, for compensation for costs arising from disassembly and installation, loss of profits, transportation/logistics costs, or system restoration costs such as re-wiring, are not covered by the Zeversolar Terms of Warranty

### **5. Contact**

Warranty claims should be forwarded to:

The logo for Zeversolar, featuring the word "zeversolar" in a white, lowercase, sans-serif font centered within a solid yellow rectangular background.

Australia Zeversolar New Energy Pty Ltd  
Attn: Service Department  
Suite 2.23, 838 Collins Street  
Docklands Victoria 3008  
Phone: 1300 101 883  
Email: [service.australia@zeversolar.com](mailto:service.australia@zeversolar.com)  
Web: <http://www.zeversolar.com/service/online-claim/>

## **Zeversolar Additional 5-Year Limited Warranty Extension (Chargeable)**

### **1. Limited Warranty**

Zeversolar inverters sold in Australia by the authorised distributors or resellers of Australia Zeversolar New Energy Pty Ltd come with a standard warranty for a total of 5 years.

Eversol or Evershine inverters up to 5kW manufactured on January 1, 2014 or later, and sold by Australia Zeversolar New Energy Pty Ltd or its authorised distributors or resellers to purchasers located in Australia include a limited right to apply for extended warranty cover for up to 10 years after the date of purchase<sup>1</sup> of the device pursuant to the following conditions and restrictions (the "**Zeversolar Limited Warranty Extension**" or "**Warranty Extension**").

- 1.1 The Zeversolar Limited Warranty Extension is subject to purchasing the Zeversolar Limited Warranty Extension together with an applicable Zeversolar Product and registering for the Zeversolar Limited Warranty Extension within 60 days of purchase of the Zeversolar Product at the Zeversolar homepage at [www.zeversolar.com](http://www.zeversolar.com).<sup>2</sup> The benefits under the Zeversolar Limited Warranty Extension are in addition to any rights and remedies imposed by Australian State and Commonwealth legislation that cannot be excluded.<sup>3</sup>
- 1.2 The Zeversolar Limited Warranty Extension constitutes no warranty as to durability and applies only where a defect has arisen, wholly or substantially, as a result of faulty manufacture, parts or workmanship during the period of the Warranty Extension.
- 1.3 Your rights under the Warranty Extension are:
  - (a) Only applicable to the Product it has remained at its first and original installation location as registered with the warranty certificate;
  - (b) Not transferable to a subsequent owner if you dispose of the Product or any item or real estate to which the product is affixed, irrespective of when the disposal occurs.

### **2. Warranty Conditions**

- 2.1 If a Product becomes defective during the Warranty Extension period wholly or substantially due to a defect in materials or workmanship, and the original Customer notifies Zeversolar about such defect within the said Warranty Extension period, and provided that it will not be impossible or unreasonable, the Product will be, as selected by Zeversolar in its sole discretion repaired by Zeversolar or exchanged for a replacement device of similar specification and value according to model and age.<sup>4</sup> Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.
- 2.2 "Impossible or unreasonable" in the paragraph above exists if the cost of the measures for Zeversolar would be unreasonable
  - (a) In view of the value that the device would have without the defect,
  - (b) Taking into account the significance of the defect, and
  - (c) After consideration of alternative workaround possibilities that Zeversolar customers could revert to without significant inconvenience.
- 2.3 The Zeversolar Limited Warranty Extension includes only the costs of Zeversolar for work and materials for the restoration of functionality at Zeversolar's premises. All other costs, including freight, travel, and accommodation costs for on-site repairs or inspections as well as costs of the customer's own employees or agents are not included in the Zeversolar Limited Warranty Extension.

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<sup>1</sup> ACR rig 90(1)(e)

<sup>2</sup> ACR rig 90(1)(b)(ii)

<sup>3</sup> ACR rig 90(1)(h)

<sup>4</sup> ACR rig 90(1)(b)(I)

- 2.4 If Zeversolar provides performance under the Warranty Extension, such performance will not indicate any recommencement of the term of the Warranty Extension in respect of the parts repaired or replaced.
- 2.5 The Zeversolar Limited Warranty Extension only applies to a Product that has been correctly installed or repaired in accordance with all laws, regulations and standards applicable in the place of installation, including all laws, regulations and standards relating to qualifications, licences and / or registrations of persons undertaking or inspecting such work. It is your responsibility to demonstrate that all such work has been performed by appropriately licensed or qualified persons and to retain a record of the details of any installer / repairer and any certificate/s issued in respect of such work.

### **3. Further Restrictions of the Zeversolar Additional 5-Year Limited Warranty Extension**

#### **Exclusions**

#### **3.1 The warranty will not apply where:**

- (a) The Product has been repaired, altered or modified by someone other than Zeversolar or an authorised repair agent;
- (b) The alleged defect in the Product is within acceptable industry variances;
- (c) Zeversolar cannot establish any fault in the Product after testing and inspection;
- (d) The Product has been used or installed other than for the purpose for which it was designed or contrary to applicable manuals, other documentation supplied by Zeversolar or statutory requirements;
- (e) the defect in the Product has arisen due to the customer's failure to properly use, clean, maintain or service the Product in accordance with any of Zeversolar's, or the Suppliers', instructions, recommendations and specifications, such as applicable maintenance schedules (including those set out in any owner's manual);
- (f) The defect in the Product has arisen due to the customer's request to modify the Product;
- (g) the Product has been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- (h) The defect has arisen due to abuse, misuse, neglect or accident;
- (i) Unauthorised parts or accessories have been used on or in relation to the Product; or
- (j) The Product has been overloaded.

#### **3.2 The warranty does not extend to:**

- (a) Damage or defects caused by normal wear and tear;
- (b) Damage or defects caused by impact (including hail or bird strike);
- (c) Damage or defects caused by insects or rodents;
- (d) Damage to any external casing or housing; or
- (e) The aesthetics of galvanising, coating and protectant treatments used.

#### **3.3 The Zeversolar Limited Warranty Extension does not cover or apply to cover cosmetic defects which do not materially influence performance or any Product used in any commercial, industrial or other non-domestic application.**

### **4. Liability Disclaimer**

- 4.1 Replacement or repair in accordance with these conditions is the sole and exclusive remedy of the original end user under the Warranty Extension. Claims that go beyond the rights cited in these warranty conditions, in particular claims for compensation for direct or indirect damages arising from the defective device, for compensation for costs arising from disassembly and installation, loss of profits, transportation/logistics costs, or system restoration costs such as re-wiring, are not covered by the Zeversolar Limited Warranty Extension.<sup>5</sup>

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<sup>5</sup> ACR rig 90(1)(g)

**5. Making a Warranty Claim/Process for a Warranty Claim**

5.1 Any claim under the Warranty Extension should be made to:<sup>6</sup>

Australia Zeversolar New Energy Pty Ltd  
Attn: Service Department  
Suite 2.23, 838 Collins Street  
Docklands Victoria 3008  
  
Phone: 1300 101 883  
  
Email: service.australia@zeversolar.net

5.2 Any claim under the Warranty Extension must be accompanied by:<sup>7</sup>

- (a) proof of purchase;
- (b) a copy of the warranty certificate;
- (c) the device type plate information;
- (d) error code information displayed by the device.

5.3 In addition, before determining whether Zeversolar is liable under the Warranty Extension, we may we may request evidence of compliance with clause 5.2 (above). Without all of the above information or records, Zeversolar is entitled in its absolute discretion to refuse to provide any repair or replacement under the Warranty Extension.

5.4 As a pre-condition to any replacement or a repair, you will need to return the Product to Zeversolar. If Zeversolar determines that it is liable under the Warranty Extension, Zeversolar will then return a device which will be either repaired or replaced, as selected by Zeversolar. In the case of a replacement, the title to the Product returned by the original end user will be transferred to Zeversolar at the time the end user receives the replacement device. Zeversolar accepts such transfer. If Zeversolar is found to not be responsible for the defect in the shipped Product, all incurred costs, including the cost of any replacement or repair by Zeversolar, will be charged. Rendered warranty services are free of charge only if the course of action was agreed with Zeversolar in advance and follows the above mentioned process.

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<sup>6</sup> ACR rig 90(1)(d) and (f)

<sup>7</sup> ACR rig 90(1)(d) and (f)