



**CLEAN  
SUN  
ENERGY**



## **WARRANTY DOCUMENT**

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# 1. Definitions and interpretation

## 1.1 In this Warranty:

- 1.1.1 “Australian Consumer Law” means the law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 1.1.2 “Customer” means the person or legal entity identified as the Customer in **Clean Sun Energy** quotation or invoice for the supply of a Solar PV system.
- 1.1.3 “Force Majeure Event” means any event beyond the reasonable control of **Clean Sun Energy** and includes without limitation, Acts of God, war, fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, flood, sabotage or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, latent conditions on or associated with Premises, weather and the effects of weather and delayed or incorrect instructions and information from the Customer.
- 1.1.4 “Installation Contractor” means a contractor engaged by or on behalf of **Clean Sun Energy** to install the Solar PV System at Customer’s premises.
- 1.1.5 “Installation Warranty” means the Warranty provided by the Installation Contractor for the works carried out during the installation of the PV Solar System.
- 1.1.6 “Manufacturer Warranty” means the Warranty provided by the Manufacturer for the components of the Solar PV System.
- 1.1.7 “Premises” means the Customer’s land, building, structure or improvement in or upon which the Solar PV System is to be installed by or on behalf of **Clean Sun Energy**.
- 1.1.8 “Product” means the products as described in any order, quotation, invoice or any item related to the Solar PV System that **Clean Sun Energy** install for the Customer.
- 1.1.9 “Solar PV System” means a Solar Photovoltaic system, and all components of the Photovoltaic System, supplied by **Clean Sun Energy** to a Customer.
- 1.1.10 “System Warranty” means the Warranty provided by **Clean Sun Energy** for the installed Solar PV System or components required to upgrade an existing system.

- 1.1.11 “Terms and Conditions” means the terms and conditions in this document and any additional terms and conditions in the quotation and customer contract. Terms and Conditions are subject to change.
- 1.1.12 “Clean Sun Energy” means Clean Sun Energy PTY LTD and ABN: 12646933093
- 1.1.13 “Clean Sun Energy specialist” means an authorized service agent of **Clean Sun Energy**.
- 1.1.14 “Warranty” means this **Clean Sun Energy** Warranty, made up of the System Warranty, the Manufacturer Warranty and the Installation Warranty.
- 1.1.15 “Period” means the period in which the application Warranty applies. The Period begins on the including the date of installation of the System.

## 2. System Warranty

### 2.1 Cover

- 2.1.1 **Clean Sun Energy** warrants that the System, or individual components installed in place of those in an existing system and installed by an Installation Contractor shall be free from defects in material and workmanship for the period of the System Warranty as outlined below.
- 2.1.2 Workmanship warranty also covers the ‘operation’ and ‘performance’ of the whole PV system subject to the terms and conditions outlined in the sale contract and terms of this document. It doesn’t replace the manufacturer warranties in any way.
- 2.1.3 In making a determination of whether a Product is considered to be defective, the parties agree to follow and be bound by the guidelines set out in the relevant Australian standards as amended from time to time.

### 2.2 Period

- 2.2.1 The term of the Solar PV System Warranty will be 5 years.

### 2.3 Exclusions

- 2.3.1 The System Warranty will not include or cover any of the following:
- 2.3.1.1 Accidental damage and Force Majeure events.

Cosmetic shortcoming which do not influence the supply of energy.

2.3.1.2 Meters for electricity, gas and water which are covered and maintained by your local distribution network.

2.3.1.3 Damage due to wear and tear, abusive use, misuse or lack of proper maintenance.

2.3.1.4 Defects or damage caused by alterations, service or repair work carried out by persons not authorized by **Clean Sun Energy**.

2.3.1.5 Any costs incurred for tradespeople or other persons by the Customer that are not **Clean Sun Energy** employees or authorized **Clean Sun Energy** Specialists.

2.3.1.6 Acts due to natural disasters, rodent infestation or anything of which cannot be controlled during installation of the system.

### **3. Manufacturer Warranty**

#### **3.1 Cover**

3.1.1 The Manufacturer Warranty covers the components of the Customer's installed Solar PV System.

3.1.2 **Clean Sun Energy** will provide the Customer with document setting out the relevant Manufacturer Warranty following the installation of their Solar PV System.

#### **3.2 Period**

3.2.1 The period of Warranty for the different components of the Solar PV System will differ depending on the applicable Manufacturer Warranty.

#### **3.3 Exclusions**

3.3.1 Refer to applicable Manufacturer Warranty.

### **4. Installation Warranty**

#### **4.1 Cover**

4.1.1 The Installation Warranty covers damage or defects caused by, or in relation to, the Installation of your Solar PV System, subject to exclusions in clause 4.3.

- 4.1.2 **Clean Sun Energy** warrants that the Solar PV System will be installed in accordance with all relevant Australian standards by an appropriately qualified and experienced Installation Contractor. The Installation Contractor will be duly licensed and/or registered to install the Customer's Solar PV System.
- 4.1.3 **Clean Sun Energy** engages the Installation Contractor as your agent. The installation Contract is liable for any damage or defect in installation of your system. **Clean Sun Energy** may, in its discretion, also provide a remedy to the Customer.

Please note: **Clean Sun Energy** will provide you with all documentation with relation to product serial numbers, and a complimentary warranty certificate post installation via mail or other means if advised.

## 4.2 Period

- 4.2.1 The period of the Installation Warranty is 5 Years.
- 4.2.2 The Customer must notify **Clean Sun Energy** of any damage or injury alleged to have been caused by **Clean Sun Energy** or the Installation Contractor to the premises or any person or property in connection with the installation in writing.

## 4.3 Exclusions

The Installation Warranty does not include or cover any of the following:

- 4.3.1 Any claim that arises, or **Clean Sun Energy** is notified of, outside of the Installation Warranty Period.
- 4.3.2 Any components, materials or workmanship supplied by the Customer.
- 4.3.3 Any damage or injury to the premises or any person or property in connection with the installation due to any false, misleading or incomplete information supplied by the Customer, or any relevant information withheld by the Customer.

## 5. General Exclusion of Warranties and Liability

- 5.1 Except for the System Warranty and the Installation Warranty provided by **Clean Sun Energy** and any warranties or guarantees imposed by law, **Clean Sun Energy** gives no other warranties in relation to the Solar PV System or its Installation. In the event of any inconsistency between this Warranty and other documents or representations provided to the Customer by **Clean Sun Energy**, this Warranty prevails to the extent permitted by law.
- 5.2 Except as required by law all implied conditions and warranties are hereby excluded. Subject to these conditions and warranties necessarily implied under the Competition and Consumer ACT 2010 (Cth) or any other Act, the Customer's solar and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at **Clean Sun Energy** discretion, be limited to the following:
- 5.2.1 In the case of goods:
- 5.2.1.1 The replacement of goods or equivalent goods.
- 5.2.1.2 The repair of goods; or
- 5.2.1.3 The payment of the cost of replacing or repairing the Goods.
- 5.2.2 In the case of services:
- 5.2.2.1 The supply of services again; or
- 5.2.2.2 The payment of the cost having the services supplied again.
- 5.3 **Clean Sun Energy** is not responsible for, and this Warranty does not apply to any works required to make any premises suitable for installation of the Solar PV System, including but not limited to, works involving the replacement, repair or suitability of existing plumbing fittings, flue, piping, floor coverings, wiring, roofing or any other household effect.
- 5.4 If a Force Majeure Event occurs, **Clean Sun Energy** shall be entitled to rescind the Agreement by a reasonable period of not less than the duration of such event. All liability under any contract, between the parties (without being liable for damages) or to extend delivery or time for performance including liability for damage when specified or otherwise, shall be modified or adjusted accordingly.

5.5 This Warranty does not apply to any goods or items given by **Clean Sun Energy** to customer as a gift pursuant to any promotional events advertised and offered by **Clean Sun Energy** from time to time.

## **6. AUSTRALIAN CONSUMER LAW**

6.1 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 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 acceptable quality and the failure does not amount to a major failure. **Clean Sun Energy** will not will not be liable or responsible to fund any exchange of inverter of PV modules of the system. **Clean Sun Energy** will facilitate and provide the proof of purchase on behalf of the client to the manufacturers and may open a warranty claim on the client's behalf. The client is responsible for the progress and time taken to facilitate any replacement components deemed faulty from something other than the **Clean Sun Energy** installation.

6.2 The benefits given by the Warranty to the Customer are in addition to other rights and remedies of the Customer under the law in relation to the goods or services to which the Warranty relates.

6.3 For further information about the Australian Consumer Law and consumer guarantees, visit [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au)

## **7. Servicing**

7.1 The Clean Energy Council recommend that to ensure maximum productivity and longevity of your System, you have it serviced regularly.  
(<http://www.solaraccreditation.com.au/consumers/afterinstalling-solar-PV.html>)

## **8. CLAIMING UNDER WARRANTY**

- 8.1 The Customer is responsible for the expense of making a claim under this Warranty. To make a claim under Warranty the Customer can contact the manufacturer directly or **Clean Sun Energy**.
- 8.2 **Clean Sun Energy** requires the Customer to provide a description of the defect or damage by post and/or email.
- 8.3 **Clean Sun Energy** will assess the validity of the Warranty claim and provide an appropriate remedy stated above.
- 8.4 The replacement of any faulty components is subject to the time taken by the manufacturer to service the warranty via the customer. **Clean Sun Energy** will endeavour and assist in servicing the claim as soon as possible. However, this is not a liability to **Clean Sun Energy**. Upon successfully submitting a claim on behalf of the customer, the customer must liaise with the manufacturer as owner of the system to track the time taken for the replacement. **Clean Sun Energy** at its own discretion may assist the customer in facilitating the change for the faulty component.
- 8.5 **Clean Sun Energy** hopes that we can resolve any complaint the customer may have in respect of the System or installation ourselves. However, if this is not possible and the Customer feels that their rights under the Australian Consumer Law or rights in accordance with this Warranty are not being satisfactorily observed, the matter shall be resolved through a binding arbitration submitted through the Office of Fair Trading and Consumer Affairs.
- 8.6 Any dispute will be handled in Canberra only and not any other state.

## 9. General

The above warranty terms and conditions are subject to change at any time without consent.