

This is the warranty statement by Top Energy Holdings Pty. Ltd. ("Top Energy"), for Montage Rooftop Photovoltaic Mounting System products ("Product(s)") imported and distributed in Australia by Top Energy.

Top Energy's warranty terms are in addition to rights, conditions, warranties, which may be implied by the Australian Consumer Law. To the extent permitted by the applicable law, and subject to exclusions set out below, Top Energy warrants that the Products shall be free from defects in materials and workmanship for a period of twelve (12) years, provided that:

- The Product was purchased in Australia either direct from Top Energy or from a Top Energy authorised dealer or representative, and
- The Product was purchased new, or otherwise sold with a full warranty that was expressly approved by Top Energy in writing.

Top Energy shall limit its liability for any breach of any condition or warranty that cannot be excluded by law to perform repairs or replace parts of the Products, supply equivalent products, or pay for the repair or replacement of the Products or equivalent products.

The Products are warranted to be free of defect in both materials and workmanship for a period of twelve (12) years from the date of invoice, provided that:

- The Product was correctly installed by authorised installer;
- The Product is/has been used under normal conditions, for which it was intended;
- The Product has not been altered or modified in any way;
- The warranty claim was received and approved by Top Energy.

During the warranty period or otherwise, at Top Energy's sole discretion, and to the extent permitted by law:

- Warranty repair or replacement does not extend or renew the original warranty period of the Product;
- Top Energy agrees to replace, repair or make good any or all parts of the Product found to be defective in workmanship or materials, free of charge;
- All products or parts replaced during a warranty service or repair will become the property of Top Energy. The cost of returning the replaced products or parts shall be at the customer's expense.

The warranty does not cover loss or damage to the Product due to any of the following:

- Misuse, neglect, abuse, accidental damage, improper installation;
- Fair wear and tear;
- Act of God, act of war, sabotage, fire, explosion, extreme weather conditions or other causes that are outside Top Energy's control, as solely determined by Top Energy.

The warranty does not cover any consequential loss, economic loss or loss of profit howsoever caused. The warranty does not cover any loss, injury or damage attributable to any defect in workmanship or material in the Products beyond making good by replacement or making good any defects.

Top Energy's aggregate liability, if any, in damages or otherwise, will not exceed the invoice value of the Products at the time of purchase from Top Energy.

Effective 1st August 2021

www.montagesystem.com.au Distributed in Australia by Top Energy Holdings Pty Ltd

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