



## Warranty Procedures

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### 1. Applicability of document

#### 1.1 Terms and Conditions

- 1.1.1 These Procedures sets out the requirements, procedures and processes that apply to the Warranties.
  - 1.1.2 These Procedures should be read in conjunction with the Terms, which set out the Warranties in clause 10 and if applicable, your rights and remedies under the Australian Consumer Law in clause 11.
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### 2. Maintaining the Goods

If you do not take reasonable steps to maintain your Goods, it may not perform properly and a Warranty may be void.

#### 2.1 Two yearly servicing recommended

TVS recommends that the Goods be serviced at least every 2 years. Depending upon the location of the premises where the Goods have been installed (such as at, adjacent or near to the sea, proximity to surrounding properties and flora and fauna), it may be advisable to undertake services prior to this time.

TVS also recommends that the service be carried out:

- by a Clean Energy Council (**CEC**) accredited solar specialist;
- in accordance with the manufacturer's specifications (as set out in the relevant Manufacturer Warranty); and
- using appropriate parts and consumables.

TVS can perform these regular services for you. This can be arranged by contacting our Customer Care Department on 13 76 52 for a quote. We will keep a record on your customer file of all services that we perform for you. If we do perform these regular services, they will be regarded as **Other Services** and subject to the Terms.

#### 2.2 Service Records

You should maintain written records of your services (including invoices)(**Service Records**), which state:

- when the Goods were serviced;
- the name of the servicing business and technician and confirmation whether they are CEC accredited;
- the work that was performed in the service.

A template that can be used for this purpose is provided to you at or around the date we perform the Installation Services.

As indicated above, the Service Records assist us in verifying whether a Warranty Claim exists. Therefore, any Service Records must be provided to TVS within 14 days' of our request.

If you have any questions about the Goods, or its care or maintenance, please contact us on 13 76 52.

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### 3. Claiming under Warranty

#### 3.1 Contact Details

To make a Warranty Claim, you can contact TVS with details of the defect or damage by post, telephone or email. Our contact details are as follows:

**Address** True Value Solar Pty Ltd  
8/170-180 Rooks Road  
Vermont VIC 3133 Australia

**Telephone** 13 76 52

**Email** [customercare@truevaluesolar.com.au](mailto:customercare@truevaluesolar.com.au).

We may update the process for making a Warranty Claim from time to time by providing you with notice of this update (which we may do by notice on our website, which is located at <http://truevaluesolar.com.au/support-information/>).

#### 3.2 Assessment of Warranty

- 3.2.1 TVS will assess the validity of the Warranty Claim and provide an appropriate remedy in accordance with the terms of the Warranty.
- 3.2.2 Factors that TVS will consider when assessing whether the Warranty Claim is valid include:
- the failure of the Goods to be used in accordance with their instructions, user manuals or other documents provided by or on behalf of TVS and/or the Manufacturer
  - without limiting the preceding paragraph, whether the Goods have been misused or modified without TVS or Manufacturer written approval
  - whether the Goods have been properly maintained (as indicated in clause 2)
  - whether the Goods have been used on or in combination with any product, equipment or Component not supplied by the Manufacturer and/or by or on behalf of TVS
- 3.2.3 In the case of a Manufacturer Warranty, depending upon the nature of the Warranty Claim, we may need to refer the Warranty Claim directly to the Manufacturer for this assessment. We will notify you if this is required and advise you when we receive a response from the Manufacturer.

### 3.3 Your Rights under the Australian Consumer Law

#### 3.3.1 Repair Notice

We are required under Australian Consumer Law to provide consumers in Australia with the following information prior to accepting your product for repair.

#### 3.3.2 User Generated Data

User-generated data includes any data stored on the Goods (such as inverters, heat pumps and batteries), including data generated through the use of the Goods. During the process of repair, some or all of your stored data may be lost. If you wish to keep records of your data, we therefore recommend that you take steps to do this on an ongoing basis.

#### 3.3.3 Use of Refurbished Parts

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.

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## 4. Complaints

4.1 Please contact us if you have a complaint about the manner in which we have dealt with a warranty claim (see contact details under heading 3.1 above).

4.2 We will endeavour to resolve your complaint in a timely manner, in accordance with our *Complaints Handling Policy and Procedure* (available at <http://truevaluesolar.com.au/support-information/>). This document explains how we deal with complaints and what you can do if you are not satisfied with our response.

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## 5. Definitions and Interpretation

5.1 In these Procedures:

- (a) **Agreement** has the meaning given in clause 2.1 of the Terms.
- (b) **Australian Consumer Law** means the law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time.
- (c) **Component** means any physical component of the Goods such as an inverter, panel, heat pump or battery, but do not include the Materials.
- (d) **Goods** means a Component or any product that is supplied by us or on our behalf.
- (e) **Installation** means the services relating to the installation of the Goods at your Premises.
- (f) **Installation Warranty** means the warranty provided for the Installation Services, which is set out in clause 10 of the Terms.
- (g) **Manufacturer** means the party (which is not us) who has manufactured a Component forming part of the Goods.

- (h) **Manufacturer Warranty** means the warranty provided by the Manufacturer for a Component forming part of the Goods. The Manufacturer Warranties for current Goods or Components can be found at the following link:  
**Panels:** <http://truevaluesolar.com.au/solar-pv-panels-2/>  
**Inverter:** <http://truevaluesolar.com.au/inverters/> For non-current Goods or Components, please contact our Customer Care Department by email to [customercare@truevaluesolar.com.au](mailto:customercare@truevaluesolar.com.au) or by telephoning us on 13 SOLAR (13 76 52).
- (i) **Materials** means components such as mounting systems, wiring, conduits, switches and fuses that we may use to perform any Services.
- (j) **Other Services** means the provision of maintenance, repair and warranty services by us (to the extent permitted or contemplated by our arrangements with the Manufacturer).
- (k) **Other Services Warranty** means the warranty provided for the Other Services, which is set out in clause 10 of the Terms.
- (l) **Services** means:
  - (i) the Installation; and
  - (ii) the Other Services,
 performed by us or on our behalf in connection with the Goods.
- (m) **Service Records** has the meaning given in clause 2.2.
- (n) **Terms** means the terms, which form part of the Agreement for the supply of the Goods and Services to you. The terms may also be found at <http://truevaluesolar.com.au/offer-terms-conditions/>
- (o) **TVS, our, we or us** means TVS Pty Ltd ABN 11 143 232 482.
- (p) **Warranty** means our warranties, made up of the Manufacturer Warranty, the Installation Warranty and the Other Services Warranty.
- (q) **Warranty Claim** means a claim by you under any Warranty, made in accordance with the requirements of the Terms and these Warranty Procedures.
- (r) **Warranty Procedures or Procedures** means this document.
- (s) **you or your** means the person or legal entity identified as the customer in the Order Summary and/or otherwise obtaining the Goods and Services from us under the Agreement.

5.2 In these Procedures:

- (a) Defined terms used in these Procedures but not defined in clause 5.1 have the same meaning in the Terms, unless the context expressly requires otherwise.
- (b) Words in the singular include the plural and vice versa.
- (c) The word includes in any form is not a word of limitation.
- (d) A reference to a person includes a reference to a body corporate, unincorporated association, statutory or other authority, partnership or any other entity