



WARRANTY PROCEDURES



1. Terms

1.1 These Procedures set out the requirements, procedures and processes that apply to our Warranties.

1.2 These Procedures should be read in conjunction with the Terms and Conditions, which set out the terms for:

- a. 'Our Warranties', in clause 10.
- b. 'Goods and Services' – Warranty in clause 10.2.
- c. 'Manufacturer Warranties', in clause 10.3 (including what is not included in the Warranties).
- d. 'Your rights under the Australian Consumer Law' in clause 11.

1.3 The warranty period begins from the date of completed installation, as per the documentation provided to you at installation.

1.4 System Warranty

The Goods supplied by True Value Solar are warranted to be free from defects in materials and workmanship for a period of 5 years. This covers:

- a. Components (such as inverters, panels and batteries).
- b. Materials (such as mounting systems, wiring, conduits, switches and fuses).
- c. Installation.
- d. Any other services performed by us under the agreement.

1.5 Panel Warranty

The panels are warranted for the following period(s);

- a. 10 to 12 years – (dependent upon manufacturer warranty) the panels shall be free from any defect in materials and workmanship – this excludes impact damage. See clause 3.
- b. 25 years' linear efficiency (will not drop below 85% of what is listed on the information on the back of the panel) performance warranty (please note this may change dependent upon your choice of panel).

1.6 Other Warranty

- a. The individual manufacturer's warranty may sometimes be longer than the system warranty.
- b. Your warranty comprises of all consumer guarantees under Australian Consumer Law.
- c. Our (TVS) warranty may have an extended period. If so, the paperwork will be required when you wish to lodge a warranty claim with us if it is outside the manufacturer period. Please keep all documentation. We will attend and, if required, repair or replace at our (TVS) cost.



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- d. Warranty periods may vary depending on component manufacturer or if we (TVS) have offered an extended warranty past the manufacturer's warranty period; if we (TVS) have offered an extended warranty, any warranty claims will be covered by us (TVS).
- e. Any monitoring components, batteries or anything else not listed but are a part of the system will have their own warranty terms and procedures – please refer to their warranty documentation. We can provide this at your request.

1.7 True Value Solar Warranty is transferrable to a successor purchaser of the Premises who becomes the registered owner of the Premises, during the period referred to in the Terms and Conditions; clause 10.2(a).

2. Maintaining the Goods

If you do not take reasonable steps to maintain your Goods it may not perform properly and may affect the Warranty.

Reasonable steps to maintain the goods are required in order for any warranty work to be carried out. If there is a fault with the Goods you must notify us (TVS) in a timely manner of any fault (within a month of knowing of the fault).

2.1 Two yearly servicing – Recommended

TVS recommends that the Goods be serviced at least every 2 years as per the CEC guidelines which can be found at <https://www.solaraccreditation.com.au/consumers/after-installing-solar-PV.html>. occasionally, we may recommend you do so more frequently, depending on your location and other mitigating factors (beach location, residing on a dirt road etc.)

You may engage your own installer to perform the maintenance, however, the works must be done;

- In accordance with the manufacturer's specifications (as set out in the relevant Manufacturer Warranty document).
- Using appropriate parts and consumables.
- By a CEC accredited installer. You can find an accredited installer in your area at <https://www.solaraccreditation.com.au/consumers/find-an-installer.html> and selecting "Location".

TVS can also perform these regular services for you. This can be arranged by contacting our Customer Care Department on 13 76 52. 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 our Terms and Conditions.



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2.2 Service Records

You should maintain written records of your services (including invoices) (Maintenance Records located in your User Manual) which state:

- When the Goods were serviced.
- The name of the servicing business and technician and confirmation whether they are CEC accredited (include CEC Accreditation Number).
- A detailed report including photos.
- Copy of your invoice.

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

3. Exclusions

3.1 Ordinary fair wear and tear of the Components and/or Materials or cosmetic changes only that does not affect performance.

3.2 Any components, materials or workmanship or services of any description provided by or for you by anyone other than by us or persons acting on our behalf.

3.3 Works or services required or necessary to make the Premises suitable for the performance of the Installation, including, without limit, works or services involving the replacement and repair of existing plumbing fittings, flue, piping, floor coverings, wiring, roofing or tiling, or, the upgrade of any structural support at the Premises (such as additional supporting beams).

3.4 Loss or damage arising from any matter happening post Installation such as weather conditions, any animals, pests, vermin or similar events.

3.5 loss or damage arising from abuse, misuse, theft, vandalism or a Force Majeure Event.

3.6 Consequential losses or loss of profit due to a government act, fire, explosion, accident, discovery of hazardous material, civil commotion or industrial dispute.

3.7 We will not be liable for issues caused by network problems such as voltage rise or power surges or anything else outside of our control.

3.8 Lack of maintenance. Once installed it is the customer's responsibility to ensure the system is maintained on a regular basis. More information can be found here: <https://www.solaraccreditation.com.au/consumers/after-installing-solar-PV.html>.

Our Goods are supplied with a Manufacturer Warranty. In some cases, this may be for a time period that is longer than the PV System Warranty.



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The Manufacturer Warranty (including any exclusions and limitations relating to a Manufacturer Warranty) for each Component forming part of the Goods supplied to you under the Agreement is set out:

- Panels <http://truevaluesolar.com.au/our-products/#SOLARPANEL/>
- Inverters <http://truevaluesolar.com.au/our-products/#INVERTERS/>
- Monitoring Systems: <http://truevaluesolar.com.au/our-products/#MONITORING>
- Batteries: <http://truevaluesolar.com.au/our-products/#BATTERIES>

If the Manufacturer Warranty relates to a Component that is no longer a current Component (or ceases to be a current Component) following the date of these Terms, the manufacturer's warranty document can be provided to you if you contact our Customer Care Department by email customercare@truevaluesolar.com.au, by telephone on 13 SOLAR (13 76 52) or by an alternative method that we have notified you from time to time, including by a notice on our website at <http://truevaluesolar.com.au>

To the extent necessary, we will take all steps to ensure that any of our rights under a Manufacturer Warranty are transferred to you. However, we make no representation, guarantee or statement that a Manufacturer Warranty will be transferrable by you to another party (including a prospective purchaser of the Premises). Any rights that you may have in this regard are governed by the terms of the Manufacturer Warranty.

Any Warranty Claim in connection with a Manufacturer Warranty must be made in accordance with the requirements and procedures contained in the applicable Manufacturer Warranty. If applicable to you, we will advise you of these requirements and procedures when you make a Warranty Claim under the Warranty Procedures.

4. Claiming under Warranty

4.1 Contact Details

To make a Warranty Claim, you can contact TVS with details of the defect or damage by post, telephone or email. Please include a photo of the defect or damage including serial numbers (if applicable). If panel(s) are affected then we require a photo of the full panel, not just the damaged part. Please also ensure there is a photo of the information on the back.

Our contact details are as follows:

- Address True Value Solar Pty Ltd Level 2, 850 Collins Street Victoria, Docklands 3008.
- Telephone 13 76 52.
- Email info@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, located at <http://truevaluesolar.com.au/support/>).

A call out fee is payable if the claim is found to not be warrantable.



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4.2 Assessment of Warranty

4.3 TVS will assess the validity of the Warranty Claim and provide an appropriate remedy in accordance with the terms at the time of buying the system:

- The TVS Warranty.
- The Terms & Conditions
- Any servicing clauses applicable to the system.
- Extended warranty (if applicable).

5. Your Rights under the Australian Consumer Law

5.1 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.

5.2 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.

5.3 Use of Refurbished Parts

Goods presented for repair may be replaced by refurbished goods of the same type and age, rather than being repaired. Refurbished parts may be used to repair the goods as per the manufacturer warranty.

5.4 Extended warranty where goods of manufacturer no longer available.

If your Goods are to be replaced, and they are within an extended warranty, with documentation provided to us we may need to replace the Goods with a newer model if your model or manufacturer is no longer available. We will advise you if this is required.

- a. 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 replaced or repaired if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- b. In addition to defined terms, where a defined term is used in this clause 12, it has the same meaning given to that term in the Australian Consumer Law.

5.5 Major Failures and other Problems or Defects with the Goods and Services.

- a. If a major failure occurs in relation to the Goods, or, some other problem or defect occurs in relation to the Goods that is incapable of being remedied by us or someone on our behalf, you may:
 - Reject the Goods and obtain a refund from us.
 - Reject the Goods and instead require us to provide you with identical Goods, or, if identical Goods are not available, Goods that are reasonably available and of similar value to the Goods.
 - Not reject the Goods and instead require us to provide you with compensation equal to the reduction of the Goods caused by the major failure or other problem or defect.
- b. If a major failure occurs in relation to the Services, or, some other problem or defect occurs in relation to the Services that is incapable of being remedied by us or someone on our behalf, you may:
 - Cancel the Agreement and obtain a refund from u.
 - Require us to provide you with compensation equal to the difference between what you paid for the Services and the actual value of the Services.
- c. In any other case where there is a problem or defect in relation to the Goods or Services, you are not entitled to a refund for the Goods or Services, but we may (at our option).

5.6 In the case of Goods:

- Replace the Goods;
- repair the Goods, or
- pay your reasonable costs for the repair or replacement of the Goods.

In the case of the Services:

- Supply the Services again, or
- pay your reasonable costs of having the Services supplied again.

5.7 Compensation

- a. You may be entitled to compensation under the Australian Consumer Law for the supply of Goods and Services under the Agreement for losses and damages suffered by you, if we:
 - Fail to supply the Goods and Services in accordance with the Agreement; and/or
 - the Goods and/or Services do not meet a consumer guarantee that applies to you and the Goods and Services under the Australian Consumer Law.



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- b. Any compensation payable by us to you under clause 5.7(a) is limited to losses and damages suffered by you:
- That are reasonably foreseeable having regard to the circumstances set out in clause 5.7(a); and/or
 - that otherwise naturally or directly result in the ordinary course of events from the breach, action or inaction by us or circumstances set out in clause 5.7(a).
 - At no point will TVS's liability exceed that of the system price.

6. Complaints

6.1 Contact

Please contact us if you have a complaint about the manner in which we have dealt with a warranty claim in writing to info@truevaluesolar.com.au.

6.2 Resolution

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/>).

This document explains how we deal with complaints and what you can do if you are not satisfied with our response.

We will acknowledge receipt of your complaint within 5 business days.

We will endeavour to resolve your complaint within 21 days. If your complaint is more complex, we may request additional time, we will keep you updated along the way.

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 of acceptable quality and the failure does not amount to a major failure.