



Solar PV System Warranty



1. DEFINITIONS AND INTERPRETATION

1.1 In this Warranty:

- (a) "Australian Consumer Law" means the law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);
- (b) "Customer" means the person or legal entity identified as the Customer in Captain Green Solar's quotation or invoice for the supply of a Solar PV System;
- (c) "Force Majeure Event" means any event beyond the reasonable control of Captain Green Solar 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 the Premises, weather and the effects of weather and delayed or incorrect instructions and information from the Customer;
- (d) "Installation Contractor" means a contractor engaged by or on behalf of Captain Green Solar the Solar PV System at the Customer's premises;
- (e) "Installation Warranty" means the Warranty provided by Captain Green for the works carried out during the installation of the PV Solar System;
- (f) "Manufacturer Warranty" means the Warranty provided by the Manufacturer for the components of the Solar PV system;
- (g) "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 Captain Green Solar;
- (h) "Product" means the products as described in any order, quotation, invoice or any item related to the Solar PV System;
- (i) "Solar PV System" means a Solar Photovoltaic system, and all components of the Photovoltaic System, supplied by Captain Green Solar to a Customer;
- (j) "System Warranty" means the Warranty provided by Captain Green Solar for the operation and functioning of the installed Solar PV System;
- (k) "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;
- (l) "Captain Green Solar" means Captain Green Solar Pty Ltd (ACN 145 762 170);
- (m) "Captain Green Solar Specialist" means an authorised service agent of Captain Green Solar;
- (n) "Warranty" means this Captain Green Solar Warranty, made up of the System Warranty, the Manufacturer Warranty and the Installation Warranty.
- (o) "Period" means the period in which the applicable Warranty applies. The Period begins on and including the date of installation of the Solar PV System.

2. SYSTEM WARRANTY

2.1 Cover

- (a) Captain Green Solar warrants that the Solar PV System as installed by an Installation Contractor or its authorised agents shall be free from defects in its operation and function for the period of the system warranty as outlined below.
- (b) 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

- (a) The term of the System Warranty will be 5 years.

2.3 Exclusions

- (a) The System Warranty will not include or cover any of the following:
 - (i) Accidental damage and Force Majeure events;
 - (ii) cosmetic shortcomings which do not influence the supply of energy;
 - (iii) meters for electricity, gas and water which are covered and maintained by the Local Distribution Network;
 - (iv) damage due to wear and tear, abusive use, misuse or lack of proper maintenance;

- (v) defects or damage caused by alterations, service or repair work carried out by persons not authorised by Captain Green Solar.
- (vi) any work conducted by unskilled, untrained or inexperienced technicians/ tradespeople's or other unqualified persons as instructed by the Customer that are not Captain Green Solar agents or appropriately skilled, trained and experienced electricians.
- (vii) Inverter or PV module faults that have been caused from something other than the installation in general.
- (viii) 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

- (a) The Manufacturer Warranty covers the components of the Customer's installed Solar PV System.
- (b) Captain Green Solar will provide the Customer with the document setting out the relevant Manufacturer Warranty following the installation of their Solar PV System.
- (c) Captain Green Solar will provide a 5 year warranty in addition to those offered by the manufacturer on the performance, products and operation of the entire system. Captain Green Solar is responsible for any warranty issues for the first five years.

3.2 Period

- (a) The period of Warranty for the different components of the Solar PV System will differ depending on the applicable Manufacturer Warranty.

3.3 Exclusions

- (a) Refer to the applicable Manufacturer Warranty.

4. INSTALLATION WARRANTY

4.1 Cover

- (a) The Installation Warranty covers damage or defects caused by, or in relation to, the Installation of your Solar PV System, subject to the exclusions in clause 4.3.
- (b) Captain Green Solar 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.
- (c) Captain Green Solar may engage the Installation Contractor or any of its other agents to remedy probable defects or damages in relation to the installation .

Please note: Captain Green Solar 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

- (a) The period of the Installation Warranty is 10 years;
- (b) The Customer must notify Captain Green Solar of any damage or injury alleged to have been caused by Captain Green Solar or the Installation Contractor to the premises or any person or property in connection with the installation within this period.

4.3 Exclusions

- (a) The Installation Warranty does not include or cover any of the following:
 - (i) Any claim that arises, or Captain Green Solar is notified of, outside of the Installation Warranty Period;
 - (ii) any components, materials or workmanship supplied by the Customer;
 - (iii) any damage or defects caused by the Solar PV System being used for commercial purposes or being dealt with in any way which is inconsistent with any directions of use published by Captain Green Solar or the Manufacturer;
 - (iv) 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 Captain Green Solar and any warranties or guarantees imposed by law, Captain Green Solar 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 Captain Green Solar, 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 those conditions and warranties necessarily implied under the Competition and Consumer Act 2010 (Cth) or any other Act, the Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at Captain Green Solar's discretion, be limited to the following:

(a) In the case of goods;

- (i) the replacement of goods or equivalent goods;
- (ii) the repair of goods; or
- (iii) the payment of the cost of replacing or repairing the Goods.

(b) In the case of services;

- (i) The supply of services again; or
- (ii) The payment of the cost of having the services supplied again.

5.3 Captain Green Solar 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, Captain Green Solar shall be entitled to rescind the Agreement between the parties (without being liable for damages) or to extend delivery or time for performance by a reasonable period of not less than the duration of such event. All liability under any contract, 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 Captain Green Solar to a Customer as a gift pursuant to any promotional events advertised and offered by Captain Green Solar 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 reasonable 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. Captain Green Solar will not be liable or responsible to fund any exchange of inverter or PV modules of the system. Captain Green Solar 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 Captain Green Solar 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.

7. CLAIMING UNDER WARRANTY

7.1 The Customer is responsible for the expense of making a claim under this Warranty. To make a claim under the Warranty the Customer can lodge a claim on captaingreen.com.au/service or contact one of its agents on 1300 361 682.

7.2 Captain Green Solar requires the Customer to provide a description of the defect or damage by post, telephone or email.

7.3 Captain Green Solar will assess the validity of the Warranty claim as per the exception and exclusions stated in clause 5 and provide an appropriate remedy.

7.4 Captain Green Solar provides a 5 year warranty on the entire system which includes operation, performance and products. And a 10 year warranty of installation

7.5 The replacement of any faulty components is subject to the availability of replacement parts, availability of agents and or the time taken by the manufacturer to service the warranty. Captain Green Solar will endeavour and assist in servicing the claim as soon as possible. Upon successfully submitting a claim with Captain Green Solar, the customer must liaise with the Captain Green Solar's agents as owner of the system to track the time taken for the replacement.

8. DISPUTE RESOLUTION

8.1 Captain Green Solar hopes that we can resolve any complaint the customer may have in respect of the Solar PV System or its 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.

9. GENERAL

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