

# SOLARWATT WARRANTY CONDITIONS for ENERGYMANAGER

**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.**

## A Applicability

1. These warranty conditions apply to the SOLARWATT Energy Manager ("Product").
2. The warranty pursuant to these warranty conditions applies to Products which the End Customer has purchased in Australia. In the event that the End Customer transfers the Product to and operates the Product in a country other than Australia, the Warranty pursuant to these warranty conditions will remain unaffected.
3. This warranty applies exclusively to any rights of the end customer based on defects. The "End Customer" is the purchaser of the Product who has obtained it from a dealer of SOLARWATT products (irrespective of whether this dealer belongs to the sales network of SOLARWATT or not) for their own use and not for the purpose of resale or any other type of commercial exploitation or use.

## B Warranty

1. SOLARWATT GmbH ("SOLARWATT") guarantees the End Customer that the Product will remain free from defects in material and workmanship that influence the functionality of the Product ("Product Defects") for a period of two years from the date the End Customer purchased the Product, however, for a maximum of two and a half years after the date the Product is shipped from the factory (which will be notified by SOLARWATT to the End Customer on request) ("Warranty Period").
2. The warranty is provided exclusively to the End Customer.

## C SOLARWATT warranty claims

1. If a Product Defect arises during the Warranty Period, and that Product Defect is minor, SOLARWATT will address the Product and/or affected components of the Product as follows, at its own discretion:

- a) perform an on-site repair on the premises of the End Customer;
- b) perform a repair on the premises of SOLARWATT or a third party; or
- c) deliver an equivalent replacement product and/or an equivalent replacement component to the End Customer.

If the original Product and/or the original component is no longer in serial production, SOLARWATT reserves the right to provide a functionally equivalent replacement product and/or a functionally equivalent replacement component.

2. If the Product Defect arises during the Warranty Period, and that Product Defect is a major failure, SOLARWATT will address the Product and/or affected components of the Product as follows, at the discretion of the End Customer:
  - a) perform an on-site repair on the premises of the End Customer;
  - b) perform a repair on the premises of SOLARWATT or a third party; or
  - c) deliver an equivalent replacement product and/or an equivalent replacement component to the End Customer.

3. With receipt of the replacement product / replacement component by the End Customer, the ownership of the original component shall be transferred to SOLARWATT. Components replaced during the course of repairs also become the property of SOLARWATT.

4. SOLARWATT bears the transport/shipping costs and the material and repair costs for the provision of the warranty claims services in accordance with these warranty conditions.

If SOLARWATT repairs the Product at SOLARWATT's or a third party's facility or supplies an equivalent replacement Product, SOLARWATT will engage a carrier company who will collect the Product from the End Customer's home at SOLARWATT's risk. If SOLARWATT ac-

cepts the warranty claim, SOLARWATT will bear the arising collection and delivery costs.

5. If, on inspection, SOLARWATT reasonably determines that there is not a legitimate warranty claim, because there was no fault in operation, the End Customer has misused the Product or the End Customer was aware (or ought to have been aware) that no legitimate fault existed, SOLARWATT reserves the right to bill the End Customer for costs reasonably incurred by SOLARWATT and for services provided.

#### D Exclusion of warranty

1. The warranty does not extend to Products that are compromised, damaged or destroyed because they:
  - a) were not stored or transported properly by the End Customer or a third party;
  - b) were not installed, removed or re-installed appropriately in accordance with the installation manual of SOLARWATT;
  - c) were operated in a manner contrary to their intended use and especially in a manner contrary to the operating instructions in the installation manual;
  - d) were not properly maintained in a manner that corresponds to the maintenance instructions in the installation manual;
  - e) were improperly modified by the end customer or a third party or subjected to inappropriate tampering in another manner;
  - f) are outside the Warranty Period; or
  - g) suffered or became subject to an act of force majeure (particularly lightning, fire or natural disaster).

#### E Provisions for asserting warranty claims

1. The End Customer may only assert a warranty claim against SOLARWATT in writing and by submitting a copy of the original invoice issued by the SOLARWATT product dealer or other proof of purchase. The claim form for End Customers which is available at [www.solarwatt.com](http://www.solarwatt.com) should be used for this purpose.
2. Further documents (e.g. photos, records, etc.) must be provided to SOLARWATT at SOLARWATT's reasonable request.
3. If an obvious legitimate warranty Claim arises, the End Customer shall notify SOLARWATT thereof immediately, how-ever within a cutoff period of three (3) months of the relevant fault.

Recognizable transport damages should be reported using the claim form for transport damages, available from [www.solarwatt.com](http://www.solarwatt.com).

#### F Transfer to new owner

If this Product is sold by the End Customer, this warranty will be transferred from the End Customer to the new owner of the Product within the scope of the remaining Warranty Period. The respective new owner is then deemed to be the End Customer in the sense of these warranty conditions. The original End Customer may not claim under the warranty once transferred.

#### G Liability limitation

To the extent permitted by law, damage claims or claims for reimbursement of expenses against SOLARWATT from or in connection with this warranty or the warranty services are excluded, regardless of the reasons. Where not excluded by law, SOLARWATT is not liable for damages which the Product causes to other legal assets of the End Customer, or for lost profit and turnover, loss of use and production, operational shutdowns, data loss, financing costs or consequential and indirect damages. This also applies if as such damages are incurred by a third party.

#### H Final provisions

If any provisions in this warranty conditions are or become invalid, the validity of the remaining provisions remains unaffected.

#### Warrantor:

SOLARWATT GmbH  
Maria-Reiche-Str. 2a  
01109 Dresden  
Germany  
Tel.: +49 351 889 50

Fax: +49 351 889 51 11

E-mail: [info@solarwatt.de](mailto:info@solarwatt.de)



Dettlef Neuhaus  
CEO



Carsten Bovenschen  
CFO

Dresden, 06/2017