

WARRANTY AGAINST DEFECTS

Energy Matters Pty Ltd (trading as Energy Matters and Apollo Energy) (**Energy Matters**) is the manufacturer of the SunLock Solar Module Mounting System (**Frame**).

Energy Matters warrants, on the terms set out below, that the Frame will be free from defects in materials and workmanship for a period of 10 years from the date on which the Frame is purchased from Energy Matters (**Warranty against Defects**).

Transferability

Our Warranty against Defects is only provided to the original purchaser of the Frame from Energy Matters (**Purchaser**) or, where the Purchaser is an installer or builder who on-supplies the Frame to another party, to that other party (**End-User**). Our Warranty against Defects is not otherwise transferable.

Making a claim

If you believe that the Frame is defective and you are an End-User, you may either make a claim against the installer or builder from whom you purchased the Frame or you may make a claim against us directly.

In order to make a claim against us, you must post, fax or email us a notice, using the contact details set out below. In your notice you must provide:

- › details of why you believe the Frame is defective;
- › a copy of your invoice, receipt or any other document which provides proof of purchase;
- › details of any expenses you have incurred in making your claim; and
- › details of how we should contact you.

Within a reasonable time after receipt of your claim we will contact you to arrange a time to attend the premises at which the Frame is located.

Remedies

If we determine that the Frame is defective and the defect is not a major failure then, if possible, we will try to repair the defective Frame at the premises. If this is not possible, we will remove the defective Frame and provide a replacement Frame at our expense.

If we determine that the Frame is defective and the defect is a major failure then you have the option of rejecting the Frame and obtaining a refund from us, rejecting the Frame and obtaining a replacement Frame from us at our expense or of keeping the Frame and receiving compensation from us for the difference between the actual value of the Frame and the amount you paid for the Frame.

If we determine that the Frame is defective we will also pay the substantiated reasonable expenses incurred by you in making your claim.

Your obligations

In order to have the benefit of our Warranty against Defects:

- › if you are a Purchaser, you must have paid all amounts owed by you to Energy Matters in relation to the purchase of the Frame;
- › you must have complied with all reasonable instructions of Energy Matters (whether written or verbal) in relation to the transport, installation, care, repair and use of the Frame; and
- › you must not have misused, neglected, damaged or modified the Frame.

Exclusions

Our Warranty against Defects does not include:

- › damage caused to the Frame during shipment or storage of the Frame by a party other than Energy Matters;
- › damage caused to the Frame during installation by a party other than Energy Matters;
- › damage caused by 'Acts of God', vermin, animals or pests or by other causes or acts outside Energy Matters' reasonable control; or
- › normal wear and tear, including normal weathering.

Jurisdiction

Our Warranty against Defects is to be construed in accordance with the laws of Victoria and any disputes will be determined by the exclusive jurisdiction of the courts of Victoria.

CONSUMER GUARANTEES

In addition to our Warranty against Defects, the Frame also comes with guarantees that cannot be excluded under the Australian Consumer Law (**Consumer Guarantees**).

In the event that the Frame fails to satisfy a Consumer Guarantee, 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 Frame repaired or replaced if the Frame fails to be of acceptable quality and the failure does not amount to a major failure.

Please note that in addition to the rights and remedies set out in this document, you may also have other rights and remedies available to you under the law.



CONTACT DETAILS

**Energy Matters Pty Ltd (trading as
Energy Matters and Apollo Energy)**

Address: Ground Floor, 359-361 City Rd,
Southbank, VIC, 3006

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