

Manufacturer's Warranty - sonnenProtect
sonnen Australia Pty Ltd ACN 611 337 54

- 1.1 In this warranty, terms have the following meanings:
- (a) **Authorised Partner:** partners or distributors authorised by sonnen to sell, install and/or repair sonnenProtect devices;
 - (b) **Customer:** the purchaser of the sonnenProtect device, for whose benefit a sonnenProtect device is brought into service and where the purchase is not for the purpose of resupply;
 - (c) **Installation Certificate:** the sticker and/or commission report recording the serial number of the sonnenProtect device, Authorised Partner number and date on which the sonnenProtect device is brought into service, which is provided to the Customer by sonnen or the Authorised Partner or a certified installer or repairer;
 - (d) **sonnen:** sonnen Australia Pty Ltd ACN 611 337 547;
 - (e) **sonnenProtect:** the product as first delivered to you, or any replacement or repaired product provided to you under the terms of this warranty.

- 1.2 This warranty is given by sonnen to the Customer in respect of the sonnenProtect device. To the extent permitted by law, the warranty will not transfer to any subsequent purchasers of the sonnenProtect device without the prior written consent of sonnen, such consent will not be unreasonably withheld.

2 Warranty details

- 2.1 If the sonnenProtect device develops a fault or defect during the warranty period, and subject to the terms below, sonnen or its Authorised Partner will repair it or replace it. It may be replaced by a refurbished sonnenProtect device of the same type rather than being repaired. Refurbished parts may be used to repair the sonnenProtect device.
- 2.2 sonnen offers this warranty on top of any guarantees imposed by the *Competition and Consumer Act 2010* and any other applicable State or Territory legislation.
- 2.3 The warranty period commences on the date on which the sonnenProtect device is first brought into service as recorded on the Installation Certificate. The warranty period ends 10 years from the date of commencement of the warranty period.
- 2.4 The warranty does not cover:
- (a) any sonnenProtect device where:
 - (i) it has not been installed or repaired by sonnen or an installer or repairer certified by sonnen, as recorded on the Installation Certificate;
 - (ii) it has been used or maintained other than in accordance with the sonnenProtect device's operating instructions or as set out in the technical data specification sheet provided with the sonnenProtect device;

- (iii) regular examinations of the ordinary connection to the electricity network have not been carried out in accordance with sonnen's instructions; or
 - (iv) it has been used with spare parts and accessories which do not comply with the original specifications issued by sonnen;
- (b) negligence on the Customer's part;
 - (c) normal wear and tear;
 - (d) damages caused by events beyond sonnen's reasonable control, including but not limited to flood, fire, theft, lightening, earthquake or extreme hot or cold weather;
 - (e) faults or defects caused by third parties, including work done by unauthorised service or repair agents;
 - (f) damages caused by excess voltage from the electrical supply and/or power network to which the sonnenProtect device is connected;
 - (g) any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
 - (h) any costs or expenses incurred by the Customer for the procurement of substitute equipment or services; or
 - (i) any transport or travel costs incurred by the Customer in excess of \$200.

3 Making a warranty claim

3.1 Warranty claims must be made:

- (a) within 6 months after the date on which the Customer became aware of the fault or defect, or after which the fault or defect became reasonably apparent; and
- (b) by no later than 3 months after the expiration of the warranty period.

3.2 To make a claim the Customer should first contact their Authorised Partner.

3.3 The Customer will then need to provide to the Authorised Partner the details in clause 6 below.

3.4 The warranty claim may be dealt with by sonnen or its Authorised Partner, as follows:

- (a) accessing the sonnenProtect device or the relevant sonnenBatterie through remote access in order to assess the warranty claim, and perform any repairs or updates to its software; and/or
- (b) replacing or otherwise repairing the sonnenProtect device in accordance with clause 3.6.

3.5 The decision whether to repair or replace the sonnenProtect device is at sonnen's sole discretion unless there is a 'major failure' as defined in the Australian Consumer Law.

- 3.6 Any physical repairs, replacement or collection of a sonnenProtect device will be performed by sonnen or its Authorised Partner as follows:
- (a) The repair, replacement or collection will be carried out from the place at which the sonnenProtect device was first delivered.
 - (b) If the claim is covered sonnen will deliver any repaired or replaced sonnenProtect device back to the Customer.
 - (c) If the claim is not covered sonnen will deliver the sonnenProtect device back to the Customer.
- 3.7 If the claim is not covered, the Customer will be responsible for any transport, travel and labour costs incurred in dealing with the claim.
- 3.8 If the claim is covered, sonnen will be responsible for any transport, travel and labour costs to a maximum amount of \$200.

4 *sonnen contact details*

Address: Level 6, Suite 604, 1-5 Railway Street, South Tower, Chatswood, NSW 2067.

Phone: 1300 867 856

Email: info@sonnen.com.au

5 *Statutory guarantees*

As well as the sonnen warranty, the sonnenProtect device comes with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is 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.

6 *Claim details*

If the Customer is making a claim under the warranty or the statutory guarantees, sonnen will require the following information:

- (a) Name;
- (b) Address;
- (c) Product purchased;
- (d) Serial number on Installation Certificate;
- (e) Date on which the sonnenProtect device was brought into service (as shown on the Installation Certificate);

- (f) Authorised Partner or certified installer or repairer number (as shown on the Installation Certificate); and
- (g) Description of the problem.