

Limited Product & Performance Warranty - Force Inverters - Australia (AU)

This Warranty is provided by 8 Star Energy Pty Ltd (ABN 99 626 391 473), licensed distributor of Energizer Solar-branded energy storage systems (ESS). 8 Star Energy is an Australian corporation, of Level 35, 477 Collins St, Melbourne, Victoria 3000, Australia, www.energizersolar.com. The words '8 Star Energy' and 'Energizer Solar' are used interchangeably in this document.

1. SCOPE OF WARRANTY

Energizer Solar provides the following limited Warranty for ESS batteries [herein referred to as the Product(s)] produced/provided by Energizer Solar. The Product(s) included in this Warranty are:

- Energizer Solar Force Series Solar Inverter 3S, 3.6S, 4.6S, 5S, 6S
- Energizer Solar Force S Series Solar Inverter 7S, 8S, 9S, 10S, 10.5S
- Energizer Solar Force T Series Solar Inverter 5.0T, 6.0T, 8.0T, 10.0T, 12.0T, 15.0T, 17.0T, 20.0T, 25.0T
- Energizer Solar Force HS-AS Series Solar Inverter 3.0HS, 3.0AS, 3.7HS, 3.7AS, 4.6HS, 4.6AS, 5.0HS, 5.0AS, 6.0HS, 6.0AS
- Energizer Solar Force HS PLUS Series Solar Inverter 7.0HS+, 8.0HS+, 9.0HS+, 9.9HS+, 10.0HS+, 10.5HS+
- Energizer Solar Force HT-AT Series Solar Inverter 5.0HT, 5.0AT, 6.0HT, 6.0AT, 8.0HT, 8.0AT, 10.0HT, 10.0AT, 12.0HT, 12.0AT
- Energizer Solar Force HT PLUS Series Solar Inverter 5.0HT+, 6.0HT+, 8.0HT+, 9.0HT+, 9.9HT+, 10.0HT+, 12.0HT+, 15.0HT+

Energizer Solar under its own discretion has the right to decline the repair or replacement of the Product if the terms and conditions of this Warranty are breached.

IMPORTANT:

Please note, this Warranty covers Energizer Solar Products as specified herein. This Warranty is limited to the Energizer Solar Inverter units only and does not cover any external or ancillary parts. Any ancillary parts or add-on devices supplied by a distributor of Energizer Solar Inverters may be covered by a separate warranty.

This Warranty shall not be held as a guarantee of the Product durability, nor does it include any Product ability. This Warranty is limited only to the parties specified in Section 2.

2. WARRANTY CLAIM ELIGIBILITY

The only person(s) eligible to claim under this Warranty are the original End-User purchaser of the Product and subsequent owners of the location where the Product was originally installed (herein referred to as the Owner).

3. STANDARD WARRANTY

The Product will be free from defects in materials and workmanship for a period of one hundred and twenty (120) months from the date of installation, but no more than one hundred and twenty-five (125) months from the shipping date of the Product (whichever comes first). Force Series (3S, 3.6S, 4.6S, 5S & 6S) string inverters include an additional twenty-four (24) months warranty for parts only, in addition to the warranty period stated above. This parts-only warranty covers replacement parts only and excludes labour, removal/reinstallation, freight, and any other associated costs unless otherwise agreed in writing.

4. LIMITED LIABILITY

Claims that relate to defects that are caused by the following factors are not covered by Energizer Solar's warranty obligations:

- Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- Improper installation of the Product(s) and/or installation performed by a non-accredited Installer;
- Improper or noncompliant use, installation, commissioning, start up or operation;
- Improper wiring of the Product causing arcing or damage of the Product or its parts;
- Improper use or misuse of the Product(s) by the Installer or Owner, e.g. damage resulting from dropping the Product during installation;
- Use of improper connectors, e.g. where the Installer has installed the Product with different brand and/or model of connectors other than those supplied with the Product;
- Damage of the Product(s) that originate from other parts of the system;
- Force majeure (storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding etc.);
- Damage that occurred during the transportation of the Product(s);
- Flaws that do not adversely affect the proper functioning, form and fit of the Product(s), including but not limited to ordinary wear and tear, minor cosmetic issues, scratches, dents, corrosion, stains, noise and vibration that is not excessive;
- Unauthorized repair and reinstallation of the Product(s);
- Where the Warranty claim process as detailed in Section 8 has not been followed, and/or proper evidence of the fault and/or test carried out on site has not been provided to Energizer Solar;
- Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating manual.



In addition, Energizer Solar requires the ability to monitor the Product and carry out over-the-air (remote) firmware upgrades via the Energizer Solar Fleet Management System (FMS). To qualify for the full Warranty, the Product must be registered on the Energizer Solar FMS via the Energizer Solar Installer App or Energizer Solar User App and have a reliable Internet connection. If the Product is not registered or connected to the Internet for an extended period of time, Energizer Solar or its authorized resellers may contact the Installer and/or Owner to arrange a resolution. If unable to establish contact or ensure the system remains connected to the FMS, Energizer Solar may reduce the Warranty period to 60 months from the date of installation.

5. EXCLUSIONS

This Warranty excludes:

- A. Components that were not initially sold by Energizer Solar or its authorized resellers as a part of the system. This also includes components of the system sourced by the Owner or Installer that may be of the same manufacturer and/or model as the one provided by Energizer Solar.
- B. Any liability for:
 - i. loss of revenue or profit, and
 - ii. any indirect, consequential, special, incidental or punitive loss or damages (including but not limited to loss of use, data, business interruption or cost of procuring substitute services),
 - iii. which arises under any law (including the law of negligence save for negligence on the part of Energizer Solar or its representatives) and relates to the Owner's use, or inability to use the Product.

References in this Section to "indirect, consequential, special or incidental losses" shall mean any losses which:

- a. were not reasonably foreseeable by both parties, and/or
- b. were known to the Owner but not to Energizer Solar, and/or
- c. were reasonably foreseeable by both parties but could have been reasonably prevented by the Owner such as, for example (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

6. GOVERNING LAW

Victoria, Australia, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

7. LIMITATION ON USE

Energizer Solar Products are not intended for use as a primary or backup power source for life-supporting systems, other medical equipment, or any other use where Product failure could lead to injury, loss of life or catastrophic property damage. Energizer Solar disclaims all liability arising out of any such use of its Products. Further, Energizer Solar reserves the right to refuse to service the Products used for these purposes and disclaims all liability arising from refusal to service the Products in such circumstances.

8. WARRANTY CLAIM PROCESS

In the event of a fault, the Owner should contact the retailer/installer who sold them the system for troubleshooting, plus assistance with a Warranty claim if necessary. If unable to contact the retailer/installer, the Owner should contact Energizer Solar directly.

The following information is required to process a Warranty claim:

Name of the Owner:
Product Model No:
Serial Number:
Fault Code:
Fault Details:
Contact Details:

Energizer Solar may require additional details depending on the fault conditions. Energizer Solar will run tests on the Product and may advise the Owner to take photos for verification purposes. A unique ticket number will be issued and used for tracking the progress of the fault and any subsequent Warranty claim.

REPAIR OR REPLACEMENT:

Where authorized Energizer Solar personnel verify that the claim is valid and the Product is faulty owing to defects from materials and workmanship, Energizer Solar under its discretion may:

- repair the Product on site or at a designated Energizer Solar office or service centre; or
- provide the closest Product within its current range of products for the replacement of the faulty or damaged Product.

The replacement Product(s) may differ in the specification and size within parameters deemed reasonable by Energizer Solar.



Energizer Solar may replace parts with refurbished parts. Replaced or repaired Products shall be warranted for the remainder of the original Term of the Warranty. In any event, the replacement shall not justify the renewal of the Term of the Warranty.

In the event of Product replacement, Energizer Solar is obliged to approve and dispatch the replacement Product within 3 working days, subject to availability. Once the replacement is completed, the Owner is obliged to arrange the shipping of the faulty Product to Energizer Solar within a maximum of thirty (30) days of the replacement being received, accompanied by the Return Merchandise Authorization (RMA) Number issued by Energizer Solar. Reasonable shipping costs will be reimbursed for authorized Product return under a valid Warranty claim.

If an allegedly faulty Product is returned to Energizer Solar pursuant to this Policy, and is found by Energizer Solar to be free of defects that would qualify it for replacement under this policy, or due to limited liability as stated in Section 5, Energizer Solar will apply a flat-rate inspection charge for each Product and/or will seek to recover the full costs of the replacement Product.

9. FURTHER RIGHTS AT LAW

In addition to this Warranty provided by Energizer Solar, the Owner has statutory rights and remedies under the Australian Competition and Consumer Act 2010 and other applicable Australian consumer protection laws (together, Australian Consumer Law) that will not be limited or replaced by this Warranty.

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.

10. CONTACT DETAILS

Manufactured and imported by:

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