

At Opel Solar we offer a 5 year warranty on the components making up your solar power system or battery system. This means that if any component of your solar power system or battery system which was installed by us or on our behalf fails or breaks within 5 years of the installation date, we will provide you with a remedy as set out below (Components Warranty).

We also offer a 10 year warranty on the installation services relating to your solar power system or battery system.

This means that if the solar power system or battery system installed by us or on our behalf fails or breaks within 10 years of the installation date due to defective performance of installation services, we will provide you with a remedy as set out below (Installation Warranty).

Together the Components Warranty and the Installation Warranty comprise Opel Solar' System Warranty.

### **TRANSFERABILITY**

Opel Solar's System Warranty is transferable by the original purchaser of the solar power system or battery system to any subsequent purchaser of the premises at which the solar power system or battery system remains installed.

### **MAKING A CLAIM**

If your solar power system or battery system fails or breaks and you believe that this is due to a breach of the Components Warranty or the Installation Warranty you may be entitled to make a claim against us.

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

- o details to support your claim, including whether you believe the Components Warranty and/or the Installation Warranty has been breached;
- o a copy of your invoice, receipt or any other document which provides proof of purchase of the installation services; and
- a details of how we should contact you. We will contact you within a reasonable time after receipt of your claim to discuss your claim.

### **YOUR RESPONSIBILITIES**

When your solar power system or battery system is installed, you will be provided with documents from Opel Solar or the relevant manufacturer which explain a recommended maintenance routine for your solar power system or battery system and advice on how to monitor their performance.

In order to have the benefit of the Opel Solar's System Warranty:

- o you must have complied with all reasonable instructions (whether written or verbal) in relation to the care, repair and use of the solar power system or battery system;
- o you must not have misused, neglected, damaged or modified the solar power system or battery system;
- o no-one, other than a qualified solar electrician can have worked on (including repairing or altering) the solar power system or battery system at any time.

In determining whether any compensation is payable to you we may take into account how much time has passed between:

- a when it would have been reasonable for you to have become aware of a fault or problem with your system (for example, by monitoring your system's performance in accordance with the documents provided to you at the time of installation, by checking your bill each billing cycle or by checking available online electricity data); and
- o when you actually contact us to report that fault or problem.

## REMEDIES

If we determine that there has been a breach of the Components Warranty and/or the Installation Warranty but the failure is not a major failure and is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

If we determine that there has been a breach of the Components Warranty and/or the Installation Warranty and the failure is a major failure or is not capable of being remedied, you are entitled to:

- o cancel your agreement with us and get a refund; or
- o be paid compensation for the difference in value of the goods and services delivered and what was paid for.

If we determine that the Components Warranty and/or the Installation Warranty have been breached we will also pay the substantiated reasonable expenses incurred by you in making your claim.

## EXCLUSIONS

While Opel Solar will endeavour to take the necessary precautions, provide sufficient mechanical protection to wiring and essential components and provide components best suited to the climatic conditions, Opel Solar's System Warranty does not include:

- a your existing electrical installation, wiring or fuse box;
- a any malicious damage or abuse or damage caused by vermin, animals or pests (We will endeavour to minimise the likelihood of such an event, but due to individual factors on premises it cannot be guaranteed);
  - o damage caused by 'Acts of God', improper voltage or power surges, accidents or other acts out of our reasonable control. Surge protection can be installed at the customer request for an additional fee;
  - o any alterations to your property which are a necessary consequence of the provision of our services;
  - o any damage caused by an unskilled, unqualified or inexperienced person working on (including repairing or altering) the solar power system or battery system at any time;
  - o damage caused by your failure to carry out reasonable maintenance on the solar power system or battery system or its surrounds in accordance with the documents provided to you by Opel Solar; or any damage or loss of any kind that was not reasonably foreseeable or that could not have been expected to result from a failure to comply with the Components Warranty and/or the Installation Warranty.



Opel Solar's System Warranty is to be construed in accordance with the laws of NSW and any disputes will be determined by the exclusive jurisdiction of the courts of NSW.

#### CONSUMER GUARANTEES

In addition to Opel Solar's System Warranty our goods and services also come with further guarantees that cannot be excluded under the Australian Consumer Law.

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

Opel Solar Pty Ltd  
Address: 2/79 Williamson Rd, Ingleburn, NSW 2565  
Customer Service: 1300 237 684