



Supreme Heating

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HEATSEEKER DUALSUN WARRANTY AGREEMENT

Definitions

- 1 All capitalised expressions used in this warranty are defined in paragraph 19.

Warranty

- 2 PV Thermal Pty Ltd warrants that its services in installing the Product will be carried out with due care and skill and subject to clauses 3, 4, 5 and 6, that the installed Product will be free from defects in workmanship for a period of twenty four (24) months after installation (warranty excludes in field labour costs.) The warranty is given subject to the terms of this warranty agreement.
- 3 The Photovoltaic Thermal Hybrid Solar Collector included in the Product carries:
 - (a) in the case of a DualSun Panel and DualSun accessories, a ten (10) year limited warranty from PV Thermal Pty Ltd, 2/19 Enterprise Drive, Bundoora, Victoria, 3083 (Phone: (03) 9460 4200, Email: dualsun@supremeheating.com.au;

For the purpose of this warranty, impact of hail is defined as penetration of hail stones completely through the panel or cracks or splits of the panel around the point of impact. This warranty applies in the case of hail measuring up to 25cm diameter in size, as per AS2712.

During the Product warranty period, PV Thermal Pty Ltd guarantees that:

- (i) the DualSun Panel will be free from any mechanical defect that would affect the stability of the solar module, subject to clause 7;
- (ii) the glass of the DualSun Panel will not show any opacification or colouring;
- (iii) the wires, power supplies and temperature probe will remain safe and in working condition when they are not placed in permanent contact with water and subject to clause 7. Damage to wires as a result of rubbing against a rough surface due to insufficient fixing or a passage of wires insufficiently protected against cutting or sharp edges, is excluded from this warranty. Damage as a result of animals and/or rodents is also excluded;
- (iii) the aluminium frame will not detach due to ice, subject to clause 7; and
- (iv) the factory-set quick connectors of the DualSun Panel will remain watertight and will resist pressure of service prescribed by DualSun.

Any labour, travel and freight costs incurred are excluded from this warranty. Such costs are to be paid by the original purchaser.

and is the only warranty given in respect of that part of the Product.

- 4 The Automatic Controller included in the Product carries:
 - (a) in the case of an AquaGen 5 Series of Automatic Controllers, a three (3) year limited warranty from Dontek Electronics Pty Ltd, 19 Melrich Road, Bayswater, Victoria, 3153 (Phone: (03) 9762 8800, Email: service@dontekelectronics.com.au);
- 5 The Solar Pump included in the Product carries:
 - (a) in the case of an SunSol SS Series or Booster AB Series Solar Pump, a two (2) year limited warranty. Two (2) year warranty on the motor, pump body and seal plate, and a one (1) year warranty on the mechanical seal from Reltech Australia Pty Ltd, 43-45 Kylta Road, West Heidelberg, Victoria, 3081 (Phone: (03) 9459 3838, Email: office@reltech.com.au);

A twelve (12) month in field labour warranty is applicable in Capital City Metropolitan areas or within a 20km radius of an Reltech Australia P/L Service Agent.

and is the only warranty given in respect of that part of the Product.

- 6 All other components supplied by PV Thermal Pty Ltd carry a twelve (12) month limited warranty and is the only warranty given in respect of these components of the Product.

Exclusions

- 7 PV Thermal Pty Ltd will not be liable under this warranty where PV Thermal Pty Ltd's reasonable opinion a defect is caused by:
 - (a) fair wear and tear;
 - (b) negligent, careless or improper use or handling;
 - (c) non-adherence to installation, operating, cleaning or maintenance instructions;
 - (d) harsh or adverse pool/spa water conditions;
 - (e) installation of the system by any person who is not qualified or who has not been authorised by PV Thermal Pty Ltd to perform such an installation;
 - (f) repair to or alteration of any parts of the system by any person who is not qualified or by any person who has not been authorised by PV Thermal Pty Ltd to perform such a repair or alteration;
 - (g) act of God, riot, fire, over-voltage, accidental breakage and other occurrence outside normal working conditions;
 - (h) other abuse or misuse caused by the Purchaser or a third party; or
 - (i) any parts and/or works performed by the authorised CEC-accredited installer.





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- 8 Subject to clause 9, any condition or warranty which would otherwise be implied in this agreement or in relation to the Product is hereby excluded.
- 9 Where legislation implies in this agreement or in relation to the Product any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this agreement. However, the liability of PV Thermal Pty Ltd for any breach of such condition or warranty shall be subject to clause 15, 16 and any other applicable exclusions set out in this agreement, be limited, at the option of PV Thermal Pty Ltd, to one or more of the following:
 - (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of having the goods repaired; and
 - (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

What PV Thermal Pty Ltd will do

- 10 For defects relating to installation of the Product, PV Thermal Pty Ltd will, in its absolute discretion:
 - (a) repair the Product or pay for the cost of having the Product repaired; or
 - (b) replace the Product or supply an equivalent Product; or
 - (c) pay for the cost of replacing the Product or acquiring an equivalent Product;if the terms and conditions of this warranty are satisfied. PV Thermal Pty Ltd will not be liable for any other loss or damage (including consequential or indirect damages).
- 11 PV Thermal Pty Ltd reserves the right to charge the Purchaser, at PV Thermal Pty Ltd's current hourly rate, for the cost of examining the Product if such examination by PV Thermal Pty Ltd reveals that the Product:
 - (a) is not defective; or
 - (b) is defective as a result of any of the events specified in paragraph 7.
- 12 PV Thermal Pty Ltd reserves the right to:
 - (a) perform an appraisal of the DualSun Panel involved in the warranty;
 - (b) have a third party appointed to perform an adversarial appraisal;
 - (c) appoint an independent approved inspection authority for appraisal of the certification of the modules, in accordance to IEC 61215.

What the Purchaser must do

- 13 Any claim under this warranty must be made at the earliest stage that the defect becomes obvious to enable prompt action and to avoid further damage and must be made no later than one (1) month of the defect becoming obvious.
- 14 Any claim for warranty must be accompanied by the compulsory installation report completed by the installer and appropriate documentation which stipulates the date of installation, the invoice number, the details of the alleged defect and any other information reasonably required by PV Thermal Pty Ltd.
- 15 Purchaser agrees to pursue any claims in relation to defective parts against the manufacturers or suppliers referred to in 3, 4, 5 and 6.
- 16 Purchaser agrees to pursue any claims in relation to the installation of the solar photovoltaic system and associated electrical works and/or parts against the authorised CEC-accredited installer, as specified in contract of sale.

Performance warranty

- 17 DualSun guarantees, in relation to the first year of use of the DualSun Panel as from the start date of the warranty, a performance that is at least equivalent to 97 percent of the nominal power stipulated in the technical form of the DualSun Panel.

DualSun guarantees, as from the second year of use of the DualSun Panel that the decline in performance will not exceed, each year, 0.7 percent of the nominal power stipulated in the technical form, so that the nominal power of the panels is equivalent to 76.7 percent as from the twenty fifth year.

Whole agreement

- 18 This warranty and any warranties implied by law which are not capable of being excluded or modified from the whole warranty agreement between PV Thermal Pty Ltd and the Purchaser and all other warranties, express or implied, whether arising by statute or otherwise, are excluded and cancelled.

Governing law

- 19 This warranty is governed by the laws of the State specified in paragraph 20(c).

Defined terms

- 20
 - (a) **Purchaser** The person who has purchased the Product and is able to produce proof of such purchase
 - (b) **Product** PV Thermal Pty Ltd photovoltaic thermal hybrid solar heating system
 - (c) **Governing law**
(paragraph 19): Victoria, Australia



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Consumer guarantee

- 21 This warranty is provided in addition to consumer guarantees and does not alter, limit or replace them.