

Additional Battery Warranty information – Solar Batteries

1. Additional warranty.

- 1.1 In addition to the manufacturer's warranties that apply to the AUO PowerLegato ("Battery"). AGL Energy Services Pty Limited (trading as AGL Solar-"AGL") offers an Additional Battery Warranty on the terms set out in this statement. These warranties are offered in addition to your statutory rights under the Australian Consumer Law ("ACL").
- 1.2 AGL may, at its option and subject to stock availability, elect to replace a defective Product with another product of comparable quality and features as reasonably determined by AGL.
- 1.3 Under this warranty, and subject to any additional rights you may have under the ACL, AGL may elect to repair or replace the defective component.

2. Scope and term of warranty.

- 2.1 The term of the Additional Battery Warranty commences on the expiry of all other warranties and guarantees applicable to the Battery, including manufacturer's warranties
- 2.2 This Additional Battery Warranty ends on the earlier of the 10th anniversary of date the Battery is installed by AGL or the date of its 5000th charging cycle.
- 2.3 Subject to the limitations and exclusions in clause 3, AGL warrants under this Additional Battery Warranty against manufacturing defects and against the performance of the battery dropping below 60% of its original capacity.
- 2.4 This Additional Battery Warranty is limited to AGL repairing the fault or supplying and installing a replacement battery of equivalent or better functionality and capacity.
- 2.5 Any replacement Battery supplied under this Additional Battery Warranty will be covered by the remaining term of this warranty and your statutory rights under the ACL.

3. Limitations and exclusions.

- 3.1 To the extent permitted by law, claims are excluded from the Scope of this Additional Battery Warranty and AGL will not process a warranty claim or be liable in respect of any express or implied warranty or guarantee:
 - (a) unless the Product was installed by a Clean Energy Council ("CEC") qualified installer and as per the installation instructions supplied with the Product or installed by AGL;
 - (b) unless the customer has paid in full all amounts owing to AGL by the customer;
 - (c) if the defect is contributed to or caused by any improper usage of the Product, failure to comply with any instructions supplied with the Product or usage of the Product for purposes other than that for which the Product was designed or intended;
 - (d) if the defect occurs wholly or partially as a result of any act or omission by the customer, or any person other than a person employed or sub-contracted by AGL;
 - (e) if the Product is not satisfactorily maintained, is subject to misuse, neglect, accident or abuse, or for damage caused by the customer continuing to use the Product after the defect becomes apparent;

- (f) if the Product is repaired, or any attempt to repair the Product is made, by anyone other than a CEC authorised repairer of the Products acting at AGL's direction;
- (g) if the Product is moved for any reason after it has been installed (regardless of whether the Product is subsequently reinstalled or moved back to the same location) unless the Product is reinstalled at the same address by a CEC qualified installer nominated by AGL and it is stored during any interim period in accordance with that installer's instructions;
- (h) for any damage or defect caused by lightning, flood, power surge, fire, pest damage, corrosion, actions of third parties or any other act of God, event or accident outside AGL's reasonable control and not arising under normal and standard operating conditions;
- (i) if the Product is altered or modified in any way (including if the Product's serial or identification number is altered, defaced or removed) unless such modification has been approved in writing by AGL;
- (j) for normal wear and tear; or
- (k) for any other like fault which does not affect the basic performance of the Product, including but not limited to, any external scratches, stains, or natural mechanical wearing.

3.2 Except as provided for in your Final Quote, your supply and installation contracts and this document, to the full extent permitted by law, and subject to your statutory rights under the ACL, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on AGL are expressly excluded.

4. How to make a claim.

- 4.1 To make a warranty claim through AGL:
- (a) notify AGL of your intention to make a warranty claim within the relevant warranty period for the Battery;
 - (b) outline the nature of the defect in the Battery;
 - (c) provide evidence of the defect (for example, by visual evidence such as sending photos, or by providing 90 days of performance data;
 - (d) provide your name, address, installation address (if different) and contact number; and
 - (e) provide proof of purchase or date of supply.
- 4.2 All communications regarding your claim must be by email or post to the addresses specified below.
- 4.3 AGL will make its initial response to a claim made under this warranty within 5 business days of receipt of your claim.
- 4.4 AGL may send a service provider to your premises in relation to a claim under this Additional Battery Warranty.
- 4.5 The customer bears all expenses associated with initial claims under this Additional Battery Warranty. However, you may be reimbursed for your reasonable postage costs incurred in the event that you have made a valid warranty claim. Please retain proof of postage expenses incurred in order for such costs to be reimbursed.
- 4.6 If the claim relates to a manufacturer's warranty, AGL may require the customer to complete additional forms and processes required by the manufacturer in order to process the claim.

5. Where to send a claim.

5.1 AGL's contact details:

Address: Locked Bag 14120 MCMC, Melbourne VIC 8001
Contact number: 1300 356 363
Email: solarwarranty@agl.com.au

6. This warranty is additional to your other statutory rights.

- 6.1 AGL's 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.
- 6.2 This warranty against defects statement applies in addition to any statutory rights or remedies that you may have, including under the Australian Consumer Law. This warranty does not exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified.