

## 1. Warranty against defects.

- 1.1 AGL Energy Services Pty Limited (trading as AGL Solar) (AGL) supplies goods that are covered by various manufacturers' warranties. These warranties are offered in addition to your statutory rights under the Australian Consumer Law. You may choose to make a claim under this warranty or under the Australian Consumer Law. This document applies where you choose to make a claim under this warranty against defects.
- 1.2 AGL will endeavour to assist its customers, at its option and subject to the terms, exclusions and limitations set out in this warranty statement, to make claims under any applicable manufacturer's warranties if the Product has a manufacturing defect in material or workmanship which:
  - (a) falls within the scope of the manufacturer's warranty; and
  - (b) which occurs within the relevant warranty period, summarised in this document.
- 1.3 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 and process a warranty claim against the relevant manufacturer itself.
- 1.4 AGL will remedy at its costs any defect in material or workmanship for 5 years. If the manufacturer's warranty for a particular component covers less than a 5-year period, AGL will warrant that component against manufacturing defects from the expiry of the manufacturer's warranty until 5 years from the installation of the component, subject to the limitations and exclusions in clause 3 below. Under this warranty, and subject to any additional rights you may have under the Australian Consumer Law, AGL may elect to repair or replace the defective component.

## 2. Specified products, scope of warranties and warranty periods.

- 2.1 To view warranty information for our products, please visit <https://www.agl.com.au/terms-conditions/commercial-solar-product-specifications-and-warranties>
- 2.2 Unless otherwise stated in the relevant warranty documents, all warranty periods commence on the earlier of the date the Product is installed by AGL or sold to the customer by a reseller authorised by AGL (as stated in the receipt or proof of purchase from AGL or the authorised reseller).

## 3. Limitations and exclusions.

- 3.1 To the extent permitted by law, claims are excluded from the Scope and AGL will not process a manufacturer's 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 Australian Consumer Law, 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 Product;
- (b) outline the nature of the defect in the Product or the installation services;
- (c) provide evidence of the defect (for example, by visual evidence such as sending photos, or by providing 90 days of performance data by reading the total kWh production at the beginning and end of the 90-day period. The total kWh production can be read on the inverter display under information – please refer to the inverter operation manual for instructions on how to access this information);
- (d) provide your name, address, installation address (if different) and contact number; and
- (e) provide evidence of 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 warranty.

4.5 The customer bears all expenses associated with initial claims under this 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](mailto:solarwarranty@agl.com.au)

5.2 You may also elect to send your warranty claim directly to the relevant manufacturer.

#### 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. For major failures with the service, you are entitled:

- (a) to cancel your service contract with AGL; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

6.2 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

6.3 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.