

## Term and Conditions of 10 year workmanship warranty:

### Workmanship Warranty

All of our workmanship is covered for a period of 10 years. If anyone other than an accredited installer conducts works on the solar installation at any time, then this warranty is no longer valid.

### The Warranty provided does not cover

1. Any existing electrical installation, wiring or fuse box
2. Any damage caused by vermin, animals or pests.
3. Any malicious damage or damage caused by abuse, neglect or accident.
4. Any "acts of God", for example including but not limited to; lightning, hail, storm or flood damage.

### Warranty Cover

#### **Obligations of the Installer**

The Installer warrants and agrees that:

1. The work and any rectification to the work carried out by the Installer/operative have been carried out in accordance with the original installation quotation and regulations in force at the time of carrying out the original work
2. The Installer and operative holds all valid and necessary certificates of competence to carry out the work
3. The work and any rectification to the work carried out by the Installer/operative are done so as to cause minimal disturbance or disruption to the customer
4. The work and any rectification to the work carried out by the Installer/operative are done at the customer's convenience
5. The Installer will undertake remedial work in accordance with any defect notice which may be served following an upheld complaint.
6. The Customer will not have to pay any additional fees such as call out fees for the first 10 years of the system's life.



### System Warranty

#### **Cover**

First Choice Solar warrants that the System as installed shall be free from defects in material and workmanship for the period of the System Warranty as outlined below.

In making a determination of whether a Product is considered to be defective, the parties agree to follow and be bound by the guidelines set out in the relevant Australian Standards as amended from time to time.

#### **Period**

The term of the Workmanship Warranty will be ten years.

#### **Exclusions**

The System Warranty will not include or cover any of the following:

1. Accidental damage and Force Majeure events;
2. Cosmetic shortcomings which do not influence the supply of energy;
3. Meters for electricity, gas and water which are covered and maintained by your local Distribution network;
4. Abusive use or misuse of solar system;
5. Defects or damage caused by alterations, service or repair work carried out by persons not authorised by First Choice Solar;
6. Defects or damage due to you not having the System regularly serviced, as recommended by First Choice Solar;
7. Any costs incurred for tradespeople or other persons by the Customer that are not First Choice Solar employees or authorised First Choice Solar Specialists;

### Installation Warranty

#### **Cover**

The Installation Warranty covers damage or defects caused by, or in relation to, the Installation of your System.

#### **Period**

The period of the Installation Warranty is 10 years;

The Customer must notify First Solar of any damage or injury alleged to have been caused by First Choice Solar or the Installation Contractor to the premises or any person or property in connection with the installation within this period.

#### **Exclusions**

The Installation Warranty does not include or cover any of the following:

1. Any claim that arises, or First Choice Solar is notified of, outside of the Installation Warranty Period;
2. Any components, materials or workmanship supplied by the Customer;
3. Any damage or defects caused by the System being used for commercial purposes or being dealt with in any way which is inconsistent with any directions of use published by First Choice Solar or the Manufacturer;
4. Any damage or injury to the premises or any person or property in connection with the installation due to any false, misleading or incomplete information supplied by the Customer, or any relevant information withheld by the Customer.

First Choice Solar is not responsible for, and this Warranty does not apply to any works required to make any premises suitable for installation of the System, including but not limited to, works involving the replacement, repair or suitability of existing plumbing fittings, flue, piping, floor coverings, wiring, roofing or any other household effect.

If a Force Majeure Event occurs, First Choice Solar shall be entitled to rescind the Agreement between the parties (without being liable for damages) or to extend delivery or time for performance by a reasonable period of not less than the duration of such event. All liability under any contract, including liability for damage when specified or otherwise, shall be modified or adjusted accordingly.

This Warranty does not apply to any goods or items given by First Choice Solar to a Customer as a gift pursuant to any promotional events advertised and offered by First Choice Solar from time to time.

### **AUSTRALIAN CONSUMER LAW**

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 reasonable 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.

The benefits given by the Warranty to the Customer are in addition to other rights and remedies of the Customer under the law in relation to the goods or services to which the Warranty relates.

For further information about the Australian Consumer Law and consumer guarantees, visit [www.consumerlaw.gov.au](http://www.consumerlaw.gov.au)

### **SERVICING**

The Clean Energy Council recommend that to ensure maximum productivity and longevity of your System, you have it serviced regularly (see <http://www.solaraccreditation.com.au/consumers/after-installing-solar-PV.html>)

Please call 1300 356 881 for more information on customer Warranties or to book a service.

### **CLAIMING UNDER WARRANTY**

To make a claim under the Warranty the Customer can contact the manufacturer directly or First Choice Solar if within the System Warranty period.

First Choice Solar requires the Customer to provide a description of the defect or damage by post, telephone or email. First Choice Solar's contact details are as follows:

(a)

Address:

FIRST CHOICE SOLAR

1/33 Central Drive, Burleigh QLD 4220

(b)

Contact no:

1300 356 881

(c)

Email:

[admin@fcsolar.com.au](mailto:admin@fcsolar.com.au)

First Choice Solar will assess the validity of the Warranty claim and provide an appropriate remedy stated above.

If First Choice Solar finds the Warranty Claim is not legitimate or it falls under one of the exclusions set out in this Warranty, the Customer must pay any expenses incurred by First Choice Solar in relation to the Warranty Claim.

### **DISPUTE RESOLUTION**

First Choice hopes that we can resolve any complaint the customer may have in respect of the System or its installation ourselves.