

Energizer Limited Product Warranty – Australia (AU)

This Warranty is provided by 8 Star Energy (ABN 99 626 391 473), licensed distributor of Energizer-branded Solar Inverters. 8 Star Energy is an Australian corporation, of Level 35, 477 Collins St, Melbourne, Victoria 3000, Australia, email hello@energizersolar.com.

1. SCOPE OF WARRANTY

8 Star Energy provides the following limited and extended Warranty for inverters and charge controllers (herein referred to as the Product(s) unless explicitly stated otherwise) produced/provided by 8 Star Energy. 8 Star Energy under its own discretion has the right to decline the replacement of the device if the terms and conditions of this Warranty are breached. The Product(s) included in this Warranty are:

- **Energizer Force Solar Inverters 3S-6S Series,**
- **Energizer Force S Solar Inverters 7S-10.5S Series**
- **Energizer Force T Solar Inverters 5T-25T Series**

IMPORTANT:

Please note, this Warranty covers Energizer Products as specified herein. This Warranty is limited to the Energizer Solar Inverter units only and does not cover any external or ancillary parts. Any ancillary parts or add-on devices supplied by a distributor of Energizer Solar Inverters may be covered by a separate warranty.

This Warranty shall not be held as a guarantee of the product durability nor does it include any product ability. This Warranty is limited only to the parties specified in section 3.

2. WARRANTY PERIOD AND WARRANTY EXTENSION

The Warranty provides cover as outlined below:

Standard Warranty

The Product will be free from defects in materials and workmanship for a period of one hundred and twenty (120) months from the date of installation, but no more than one hundred and twenty-five (125) months from the date of manufacture of the Product (whichever comes first).

Plus Warranty

An additional twenty-four (24) months of Warranty will be provided **only** beyond the one hundred and twenty (120) months standard Warranty period. This Warranty is called the *Plus* Warranty. The *Plus* Warranty will cover the cost of repairing the Product only (parts only). It will not cover transportation costs or be eligible for service rebates/compensation as outlined in section 5.

Pro Warranty (Extended Warranty)

For full warranty coverage beyond the standard Warranty period of one hundred and twenty (120) months, the Product may be eligible for a warranty extension (Pro Warranty) up to two hundred and forty (240) months in total. The Pro Warranty is available for purchase up to thirty-six (36) months from the commissioning date of the Product.

On account of the product being replaced, the unexpired Warranty is transferred to the replacement product, applicable to both the standard and Extended (*Pro*) Warranty.

3. CONTRACTING PARTIES

This Warranty is only provided to the original purchaser of the product from 8 Star Energy (Purchaser), where the Purchaser is a distributor, solar retailer or an accredited electrician (Installer), who on-supplies the product to another party, or to that other party (End-User) where the product is installed.

4. WARRANTY CLAIM ELIGIBILITY

The only person(s) eligible to claim under this Warranty are the Installer and 8 Star Energy-authorized persons. If the Installer has gone into administration or insolvency or if the site is in a remote area, the End-User/Installer at their discretion and expense may appoint a Local Installer to carry out the functions of the original Installer. Eligibility of a Service Rebate is in accordance with sections 5 and 6 of this Warranty.



5. SERVICE REBATE

The Installer may be eligible for a service rebate for the service and replacement of the Product, which has been returned to 8 Star Energy and deemed defective in workmanship or materials upon testing and inspection by 8 Star Energy.

If multiple on-site visits are required, the Installer must contact 8 Star Energy prior to the site visit. The service rebate should be claimed within three (3) months from the date of when the warranty claim is approved. Any claims made on account of the following reasons will not be eligible for the service rebate:

- Travel and subsistence expenses as well as on site installation, modification and maintenance costs;
- Where the replacement Product(s) offers improved features/functionality not compatible with the remaining components of the PV system;
- Compensation for power that was not fed into the grid or consumed;
- Delay in receiving the product due to transportation costs or costs incurred due to issues beyond the control of 8 Star Energy.

The installer may be eligible for transportation costs of the Product through roadways to a single specified address only. It does not include any express delivery charges or charges due to other means of transportation or any onward shipping costs from the original specified shipping address. Any excessive charges above the mentioned charges will not be covered by 8 Star Energy. **Products covered under the Plus Warranty are not eligible for any service rebates outlined above.**

6. LIMITED LIABILITY

Claims that relate to defects that are caused by the following factors are not covered by 8 Star Energy's warranty obligations:

- Inadequate ventilation and circulation resulting in minimized cooling and natural air flow;
- Improper installation of the Product(s) and/or installation performed by a non-accredited Installer;
- Improper or noncompliant use, installation, commissioning, start up or operation;
- Improper wiring of the Product causing arcing or damage of the Product or its parts;
- Improper use or misuse of the Product(s) by the Installer or End-User e.g. damage resulting from dropping the Product during installation;
- Use of improper connectors, e.g. where the Installer has installed the Product with different brand and/or model of connectors other than those supplied with the Product;
- Damage of the Product(s) that originate from other parts of the system;
- Force majeure (storm damage, lightning strike, overvoltage, fire, thunderstorm, flooding etc.)
- Damage that occurred during the transportation of the Product(s);
- Flaws that do not adversely affect the proper functioning of the product(s), e.g. cosmetic issues, wear and tear;
- Unauthorized repair and reinstallation of the Product(s);
- Where the Installer has not followed the Warranty claim process as detailed in section 8, and/or proper evidence of the fault and/or test carried out on site has not been provided to 8 Star Energy;
- Failure to follow the safety regulations and/or operating instructions in respect to the Product(s) operating manual.

Where authorized 8 Star Energy personnel verify that the claim is valid and the Product is faulty owing to defects from materials and workmanship, 8 Star Energy under its discretion will:

- repair the product on site or at a designated 8 Star Energy office or service centre; or
- provide the closest Product within its current range of products for the replacement of the faulty or damaged Product.

The replacement Product(s) may differ in the specification and size within parameters deemed reasonable by 8 Star Energy. 8 Star Energy may replace parts with refurbished parts.

7. EXCLUSIONS

This Warranty excludes:

- Components that were not initially sold by 8 Star Energy as a part of the system. This also includes components of the system sourced by the End-User or Installer that may be of the same manufacturer and/or model as the one provided by 8 Star Energy.
- Any liability for:
 - loss of revenue or profit, and
 - any indirect, consequential, special, incidental or punitive loss or damages (including but not limited to loss of use, data, business interruption or cost of procuring substitute services),
 - which arises under any law (including the law of negligence save for negligence on the part of 8 Star Energy or its representatives) and relates to your use, or inability to use the Product.



References in this Section to "indirect, consequential, special or incidental losses" shall mean any losses which:

- were not reasonably foreseeable by both parties, and/or
- were known to you but not to 8 Star Energy, and/or
- were reasonably foreseeable by both parties but could have been reasonably prevented by you such as, for example (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

8. WARRANTY CLAIM PROCESS

In the event of a fault, it is the duty of the Installer to contact 8 Star Energy via email, hello@energizersolar.com, providing the following information.

Name of the Installer:
Product Model No:
Fault Code:
Fault Details:
Contact Details:

8 Star Energy may ask for additional details depending on the fault conditions. 8 Star Energy will run tests on the product and may advise the Installer to take photos for verification purposes. The Installer is required to submit an RMA Form with the evidence and any additional information requested by 8 Star Energy. Once the form is received a unique ticket number is issued which will be used for tracking the progress of the claim. 8 Star Energy is obliged to approve and dispatch the Product within 3 working days subject to availability of the product. Once the replacement is completed, the Installer is obliged to arrange the shipping of the faulty product to Energizer within a maximum of thirty (30) days of the replacement being received. Failure to do so will forfeit eligibility for the service rebate outlined in section 5.

If an allegedly faulty Product is returned to Energizer pursuant to this Policy, and is found by Energizer to be free of defects that would qualify it for replacement under this policy, or due to limited liability as stated in section 6, Energizer will apply a flat-rate inspection charge for each Product and/or will seek to recover the full costs of the replacement Product.

Note: Any Product replacement has to be approved by Energizer in all cases. Any replacement of the Product issued without the consent of Energizer will invalidate an associated claim.

9. Further Rights at Law

In addition to this Warranty provided by 8 Star Energy, the End-user/Installer have statutory rights and remedies under the Australian Competition and Consumer Act 2010 and other applicable Australian consumer protection laws (together, Australian Consumer Law) that will not be limited or replaced by this Warranty.

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 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.