Manufacturer's Warranty - sonnenBatterie

sonnen Australia Pty Ltd ACN 611 337 54

1.1 In this warranty, terms have the following meanings:

(a) **Authorised Partner:** partners or distributors authorised by sonnen to sell, install and/or repair the sonnenBatterie;

(b) **Complete Recharge Cycle is:**

(i) a full charge and a full discharge of the sonnenBatterie; or

(ii) partial charges and partial discharges of the sonnenBatterie which when aggregated together constitute a full charge and a full discharge of the sonnenBatterie.

(c) **Customer:** the purchaser of the sonnenBatterie, for whose benefit the sonnenBatterie is brought into service and where the purchase is not for the purpose of resupply;

(d) **Installation Certificate:** the sticker and/or certificate recording the serial number of the sonnenBatterie, Authorised Partner number and date on which the sonnenBatterie is brought into service, which is provided to the Customer by sonnen or the Authorised Partner or a certified installer or repairer;

(e) **sonnen:** sonnen Australia Pty Ltd ACN 611 337 547;

(f) **sonnenBatterie:** the product as first delivered to you, or any replacement or repaired product provided to you under the terms of this warranty.

1.2 This warranty is given by sonnen to the Customer in respect of the sonnenBatterie. To the extent permitted by law, the warranty will not transfer to any subsequent purchasers of the sonnenBatterie without the prior written consent of sonnen, such consent will not be unreasonably withheld.

1.3 If the Customer subsequently purchases additional sonnenBatteries, sonnen or its Authorised Partner will issue a separate Installation Certificate in respect of each sonnenBatterie, which will be subject to the warranties contained therein.

2 *Warranty details*

2.1 If the sonnenBatterie develops a fault or defect during the warranty period, and subject to the terms below, sonnen or its Authorised Partner will repair it or replace it. It may be replaced by a refurbished sonnenBatterie of the same type rather than being repaired. Refurbished parts may be used to repair the sonnenBatterie.

2.2 sonnen offers this warranty on top of any guarantees imposed by the *Competition and Consumer Act 2010* and any other applicable State or Territory legislation.

2.3 The warranty period commences on the date on which the sonnenBatterie is first brought into service as recorded on the Commissioning Report. The warranty period ends on whichever date occurs first:

(a) 10 years from the date of commencement of the warranty period; or

(b) 10,000 Complete Recharge Cycles of the sonnenBatterie.

2.4 The warranty does not cover:

(a) any sonnenBatterie where:

(i) the lead-sealing of the battery has been damaged;

(ii) it has not been installed or repaired by sonnen or an installer or repairer certified by sonnen, as recorded on the Installation Certificate;

(iii) it has been used or maintained other than in accordance with the sonnenBatterie's operating instructions or as set out in the technical data specification sheet provided with the sonnenBatterie;

(iv) regular examinations of the ordinary connection to the electricity network have not been carried out in accordance with sonnen's instructions; or

(v) it has been used with spare parts and accessories which do not comply with the original specifications issued by sonnen;

(b) negligence on the Customer's part;

(c) normal wear and tear;

(d) damages caused by events beyond sonnen's reasonable control, including but not limited to flood, fire, theft, lightening, earthquake or extreme hot or cold weather;

(e) faults or defects caused by third parties, including work done by unauthorised service or repair agents;

(f) damages caused by excess voltage from the electrical supply and/or power network to which the sonnenBatterie is connected;

(g) any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;

(h) any costs or expenses incurred by the Customer for the procurement of substitute equipment or services; or

(i) any transport or travel costs incurred by the Customer in excess of $200.

2.5 The performance of the sonnenBatterie is reliant on routine software updates that sonnen provides remotely through the internet from time to time . If the sonnenBatterie is not connected to the internet, or software updates are not performed, sonnen does not warrant that the sonnenBatterie will be free from defects or faults. sonnen recommends that the Customer does not disconnect the sonnenBatterie from the internet for any extended periods of time.

2.6 Under normal usage the capacity of the SonnenBatterie is expected to reduce over time. sonnen warrants that during the warranty period the capacity of the sonnenBatterie will not fall below 80% of the nominal capacity stated on the technical data specification sheet provided with the sonnenBatterie.

3 *Making a warranty claim*

3.1 Warranty claims must be made:

(a) within 6 months after the date on which the Customer became aware of the fault or defect, or after which the fault or defect became reasonably apparent; and

(b) by no later than 3 months after the expiration of the warranty period.

3.2 To make a claim the Customer should first contact their Authorised Partner.

3.3 The Customer will then need to provide to the Authorised Partner the details in clause 6 below.

3.4 The warranty claim may be dealt with by sonnen or its Authorised Partner, as follows:

(a) accessing the sonnenBatterie through remote access in order to assess the warranty claim, and perform any repairs or updates to its software; and/or

(b) replacing or otherwise repairing the sonnenBatterie in accordance with clause 3.6.

3.5 The decision whether to repair or replace the sonnenBatterie is at sonnen's sole discretion unless there is a 'major failure' as defined in the Australian Consumer Law.

3.6 Any physical repairs, replacement or collection of the sonnenBatterie will be performed by sonnen or its Authorised Partner as follows:

(a) The repair, replacement or collection will be carried out from the place at which the sonnenBatterie was first delivered.

(b) If the claim is covered Sonnen will deliver any repaired or replaced sonnenBatterie back to the Customer.

(c) If the claim is not covered sonnen will deliver the sonnenBatterie back to the Customer.

3.7 If the claim is not covered, the Customer will be responsible for any transport, travel and labour costs incurred in dealing with the claim.

3.8 If the claim is covered, sonnen will be responsible for any transport, travel and labour costs to a maximum amount of $200.

4 *sonnen contact details*

Address: Level 6, Suite 604, 1-5 Railway Street, South Tower, Chatswood, NSW 2067.

Phone: 1300 867 856

Email: info@sonnen.com.au

5 *Statutory guarantees*

As well as the sonnen warranty, the sonnenBatterie comes with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is 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 *Claim details*

If the Customer is making a claim under the warranty or the statutory guarantees, Sonnen will require the following information:

(a) Name;

(b) Address;

(c) Product purchased;

(d) Serial number on Installation Certificate;

(e) Date on which sonnenBatterie was brought into service (as shown on the Installation Certificate);

(f) Authorised Partner or certified installer or repairer number (as shown on the Installation Certificate); and

(g) Description of the problem.