



Warranty Statement

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SOLAR • ELECTRICAL • MECHANICAL
POWER FACTOR CORRECTION • LED LIGHTING

WARRANTY STATEMENT

Supply and Installation of Solar Panels and Inverter

This Warranty applies to the supply and installation of the Solar Panel Modules, the Inverters and the Mounting supplied by Solar Energy Management Group (SEMGA) ACN 606 113 875 t/as sem.brisbane, sem.darwin and sem.adelaide.

1. WARRANTIES

COMPONENT	PERIOD OF WARRANTY
Solar Panel Modules (manufacturing defects)	10-25 years*
Solar Panel Modules (performance)	25 years from the Installation Date
Inverter	10 years*
Installation	10 years from the Installation Date
Mounting Frame	10 years from the Installation Date
Battery	10 years
SEMGA Product, Performance and Workmanship Retailer Warranty	10 years**

*For the warranty period specific to your product please refer to your product datasheet

**SEM Group's Product, Performance and Workmanship Retailer Warranty covers the installation of all products including Solar Modules, Inverters, Cable and Isolators as well as the installation and service of those products and is applicable from the system installation date.

Subject to clause 2 and 3 below, SEMGA warrants to the owner that:

- A. The SEMGA Products will be free from faults in materials and workmanship for the corresponding Period of Warranty referred to above.
- B. The installation of the SEMGA Products has been provided with due care and skill and has been performed in accordance with all relevant law and applicable standards for the corresponding Period of Warranty referred to above;
- C. The installation of the SEMGA Products will be free from installation-related defects for the Period of Warranty referred to above;

Subject to clause 2 and 3 below, SEMGA warrants to the owner that:

- D. If a Solar Module's minimum power output (as specified in the manufacturer's written specifications **(Minimum power output)**) displays a power output¹ of less than 90% of the Minimum Power Output within 10 years from the date of installation or less than 80% within 25 years from the date of installation, 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 for 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, and SEMGA determines, at its reasonable discretion, that the power output loss is due to faults in materials or manufacture, then SEMGA, will either repair or replace the Solar Panel Module to bring the aggregate power output to the warranted percentage of specified Minimum Power Output **(minimum power output warranty)**.

2. WARRANTY CONDITIONS

1. All information in the certification section of this Warranty must have been completed for it to be valid.
2. This Warranty will only apply to the original installation of the relevant SEMGA Products, and will immediately terminate upon the removal from the initial installation of such SEMGA Products.
3. A photovoltaic Solar Module is not conforming with the Minimum Power Output Warranty, SEMGA may at its sole option, use re-manufactured, refurbished or new parts when repairing or replacing a photovoltaic Solar Panel Module, to bring the aggregate power output to the level required by the Minimum Power Output Warranty. Replaced Solar Panel Modules will become the property of SEMGA.

3. WARRANTY RESTRICTIONS AND EXCLUSIONS

- A. This Warranty will not apply:
- i. If any of the SEMGA Products are handled or used by any person other than the Installer other than in compliance with the current version of the manufacturer's instructions which includes the repair or modification of any of the SEMGA Products by someone other than an approved service technician of SEMGA; or
 - ii. If and when any of the SEMGA Products are exposed to conditions which would normally be adverse or harmful to solar panel modules, inverters and mounting frames, including but not limited to:

- i. Removal or damage to the rating plate of an Inverter;
 - ii. Damage caused by foreign objects, projectiles or debris (including hail or storm-related debris);
 - iii. Any usage other than for the sole purpose of generating electricity for a [residential] building, unless approved in writing by SEMGA; and Conditions resulting from a defect in components which are not part of the SEMGA Products supplied and installed by or on behalf of SEMGA;
 - iv. Defects or injuries caused by or resulting from causes not attributed to faulty parts of the manufacturer of the any of the SEMGA Products, including but not limited to, defect or injury caused by or resulting from alteration, misuse, abuse, neglect, accidental damage, improper voltage, vermin infestation exposure to abnormally corrosive conditions, software, or any repairs, modification or alterations made to any of the SEMGA Product which are not authorised by SEMGA;
- iii. Conditions or defects arising directly or indirectly from installation in an aero, mobile, or marine environment, war, riots, destruction, fire, explosion, earthquake, storm, typhoon, cyclone, hurricanes, tornado, volcanic action, tidal wave, snowfall, freezing, salt damage, acid rain, power failures or surges, lightning, indirect lightning stroke, flood, damage by insect, animal, land subsidence, crack or landslide, accident, or abnormal environment or pollution, actions of third parties and other events that occur outside of SEMGA's control and not occurring under normal operating conditions, or any phenomena that cannot be prevented with the technology available for practical use as at the Installation Date; or
 - iv. To issues which do not affect the basic performance and power generating function of the SEMGA Products notwithstanding any external scratch or stain, or natural mechanical wearing which does not represent a defect of the Solar Power Module or inverter, corrosion, mould, deterioration, discolouration, and any other factor of similar kind or nature that occurs after delivery of the module or inverter, or does not affect the structure, mechanical strength due to slight corrosion.
- B. This Warranty is in addition to and in no way limits, varies or excludes any express and implied rights and remedies.
- C. 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 for 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.
- D. Subject to clause 3 (c), SEMGA will not be liable for any incidental, consequential, or punitive damages, including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected or associated with the SEMGA Products or the installation of the SEMGA Products.
- E. Subject to the rights and remedies of an Owner under law which cannot be limited, SEMGA's liability under this Warranty is limited (at SEMGA's sole discretion) to:

- i. Replacement of the relevant SEMGA Products, or resupply of installation services;
- ii. Payment of the cost of replacement of relevant SEMGA Products or resupply of installation services;
- iii. Repair of the relevant SEMGA Products; or
- iv. Payment of the cost of having the relevant SEMGA products repaired.

F. Australian Consumer Law Guarantees and Remedies

Our installation services come with guarantees that cannot be excluded under the Australian Consumer Law.

In the case of a problem with any installation services which is not defined as a 'major failure' under the Australian Consumer Law and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

In the case of a problem with any installation services which is defined as a 'major failure' under the Australian Consumer Law or which is not capable of being remedied, you are entitled to:

- i. cancel your agreement with us and get a refund; or
- ii. get compensation for the difference in the value of the installation services delivered and what was paid for by you.

You are also entitled to compensation for any reasonably foreseeable loss or damage resulting from:

- iii. our failure to provide the installation services as required by your agreement with us; and/or
- iv. the installation services failing to meet any consumer guarantee under the Australian Consumer Law.

We will not be liable to you for any personal injury or any loss or damage of any kind that was not reasonably foreseeable or that could not have been expected to result from the circumstances set out above.

4. CLAIMS OR QUESTIONS

A. For any claims or questions in relation to this Warranty please contact:

Solar Energy Management Group Australia
1300 033 510
7/11 Miles Road, Berrimah NT 0828

B. Please retain your sales documentation, as this should be produced to validate a warranty claim.

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