

WARRANTY AGAINST DEFECTS

Energy Matters Pty Ltd (trading as Energy Matters and Apollo Energy) (**Energy Matters**) is the manufacturer of its Polelock solar photovoltaic (PV) module pole-mounted framing system (the **PoleLock System**).

Energy Matters warrants, on the terms set out below, that the PoleLock System will be free from defects in materials and workmanship for a period of 10 years from the date on which the PoleLock System is purchased from Energy Matters (**Warranty against Defects**).

Transferability

Our Warranty against Defects is only provided to the original purchaser of the PoleLock System from Energy Matters (**Purchaser**) or, where the Purchaser is an installer or builder who on-supplies the PoleLock System to another party, to that other party (**End-User**). Our Warranty against Defects is not otherwise transferable.

Making a claim

If you believe that the PoleLock System is defective and you are an End-User, you may either make a claim against the installer or builder from whom you purchased the PoleLock System or you may make a claim against us directly.

In order to make a claim against us, you must post, fax or email us a notice, using the contact details set out below. In your notice you must provide:

- › details of why you believe the PoleLock System is defective;
- › a copy of your invoice, receipt or any other document which provides proof of purchase;
- › details of any expenses you have incurred in making your claim; and
- › details of how we should contact you.

Within a reasonable time after receipt of your claim we will contact you to arrange a time to attend the premises at which the PoleLock System is located.

Remedies

If we determine that the PoleLock System is defective and the defect is not a major failure then, if possible, we will try to repair the defective PoleLock System at the premises. If this is not possible, we will remove the defective PoleLock System and provide a replacement PoleLock System at our expense.

If we determine that the PoleLock System is defective and the defect is a major failure then you have the option of rejecting the PoleLock System and obtaining a refund from us, rejecting the PoleLock System and

obtaining a replacement PoleLock System from us at our expense or of keeping the PoleLock System and receiving compensation from us for the difference between the actual value of the PoleLock System and the amount you paid for the PoleLock System.

If we determine that the PoleLock System is defective we will also pay the substantiated reasonable expenses incurred by you in making your claim.

Your obligations

In order to have the benefit of our Warranty against Defects:

- › if you are a Purchaser, you must have paid all amounts owed by you to Energy Matters in relation to the purchase of the PoleLock System;
- › you must have complied with all reasonable instructions of Energy Matters (whether written or verbal) in relation to the transport, installation, care, repair and use of the PoleLock System; and
- › you must not have misused, neglected, damaged or modified the PoleLock System.

Exclusions

Our Warranty against Defects does not include:

- › damage caused to the PoleLock System during shipment or storage of the PoleLock System by a party other than Energy Matters;
- › damage caused to the PoleLock System during installation by a party other than Energy Matters;
- › damage caused by 'Acts of God', vermin, animals or pests or by other causes or acts outside Energy Matters' reasonable control; or
- › normal wear and tear, including normal weathering.

Jurisdiction

Our Warranty against Defects is to be construed in accordance with the laws of Victoria and any disputes will be determined by the exclusive jurisdiction of the courts of Victoria.



CONSUMER GUARANTEES

In addition to our Warranty against Defects, the PoleLock System also comes with guarantees that cannot be excluded under the Australian Consumer Law (**Consumer Guarantees**).

In the event that the PoleLock System fails to satisfy a Consumer Guarantee, 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 PoleLock System repaired or replaced if the PoleLock System fails to be of acceptable quality and the failure does not amount to a major failure.

Please note that in addition to the rights and remedies set out in this document, you may also have other rights and remedies available to you under the law.

CONTACT DETAILS

Energy Matters Pty Ltd (trading as Energy Matters and Apollo Energy)

Address: Ground Floor, 359-361 City Rd, Southbank, VIC, 3006

Postal Address: PO Box 5265, South Melbourne, VIC, 3205

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