

## PRODUCT WARRANTY

Subject to the warranty exclusions and limitations set out below, if:

**a**) a defect in a new product manufactured and supplied by Ningbo Ginlong Technologies - PRC and distributed or supplied by Solis Australasia Pty Ltd (ACN 145 320 181) ("Solis Australasia") and purchased by you ("customer") from Solis Australasia, or a reseller authorised by Solis Australasia, occurs within the warranty period as a result of defective materials, or defective manufacture; or

Solis Australasia receives a written claim (containing details of the product defect together with a receipt from Solis Australasia or the authorised reseller of the product showing the date of purchase of the product, or such other proof of purchase as Solis Australasia may accept) within 1 month of the end of the warranty period, Solis Australasia shall, at its option:

- b) direct an accredited service provider to attend the customer's premises (provided that the premises are located within Australia) and repair the defect (or provide a replacement product) free of charge, but if the customer's premises are located more than 50 kilometres from one of Solis Australasia's authorised service agent's locations then the customer will be liable for any increased freight costs, fees, charges or levies Solis Australasia or the service provider may incur as a result of fulfilling its obligations under this paragraph a) of this Product Warranty; or
- direct the customer to return the product to Solis Australasia so that Solis Australasia may repair or provide a replacement product free of charge. If Solis elects to do this, then the customer will be required to pay the necessary freight charges, the costs for the removal of the product and the costs of reinstalling the replacement product.

Any product replaced or repaired under this Product Warranty will be covered by the product's remaining warranty period, or three months, whichever is greater. If the product or any part thereof is replaced by Solis Australasia under this Product Warranty, all of the right, title and interest in and to the replaced product or part shall vest in Solis Australasia upon it being replaced.

# PRODUCTS AND WARRANTY PERIODS

The warranty period is as set out in the table below, unless Solis Australasia otherwise agrees in writing to a different period:

| Product       | Standard | Premium |
|---------------|----------|---------|
| Solis-1K-2G   | 5 years  | 8 years |
| Solis-1.5K-2G | 5 years  | 8 years |
| Solis-2K-2G   | 5 years  | 8 years |
| Solis-2.5K-2G | 5 years  | 8 years |
| Solis-3K-2G   | 5 years  | 8 years |
| Solis-3.6K-2G | 5 years  | 8 years |
| Solis-4K-2G   | 5 years  | 8 years |
| Solis-4.6K-2G | 5 years  | 8 years |
| Solis-5K-2G   | 5 years  | 8 years |
| Solis-6K      | 5 years  | 8 years |
| Solis-10K     | 5 years  | 8 years |
| Solis-15K     | 5 years  | 8 years |

#### Please note that:

- All warranty periods commence on the date the product is installed by Solis Australasia, or sold to the customer
  by a reseller authorised by Solis Australasia (as stated in the receipt or proof of purchase from Solis Australasia or
  the authorised reseller);
- · Only products listed in the table above are covered by this Product Warranty and:
- · If a customer makes a claim under this Product Warranty and:
  - (a) a service provider of Solis Australasia attends the customer's premises in relation to the claim; or
  - (b) the customer returns the product to Solis Australasia, in circumstances where there is no product defect or any defect is not covered by this Product Warranty, then the customer must on demand pay to Solis Australasia all costs incurred by Solis Australasia, or the standard call out fee of the service provider, in relation to the customer's claim.

### WARRANTY EXCLUSIONS

- 1. Solis Australasia shall not be liable under this Product Warranty:
  - a) unless the product was installed correctly by a CEC qualified installer and as per the installation instructions supplied with the product or installed by Solis Australasia;
  - b) unless the customer has paid in full all amounts owing to Solis Australasia by the customer;
  - C) if the defect is contributed to or caused by any improper usage of the product, failure to comply with any instructions supplied with the product or usage of the product for purposes other than that for which the product was designed or intended;
  - d) if the defect occurs wholly or partially as a result of any act or omission by the customer, or or any person other than a person employed or sub-contracted by Solis Australasia;
  - e) if the product is not satisfactorily maintained, is subject to misuse, neglect, accident or abuse or the customer continues to use the product after the defect becomes apparent;
  - f) if the product is repaired, or any attempt to repair the product is made, by anyone other than a CEC authorised repairer of the products acting at Solis Australasia's direction;
  - g) if the product is moved for any reason after it has been installed (regardless of whether the product is subsequently reinstalled or moved back to the same location) unless the product is reinstalled at the same address by a CEC qualified installer nominated by Solis Australasia and it is stored during any interim period in accordance with that installer's instructions;
  - h) for any damage or defect caused by lightning, flood, power surge, fire, pest damage, corrosion, actions of third parties or any other act of God, event or accident outside Solis Australasia's reasonable control and not arising under normal and standard operating conditions;
  - i) if the product is altered or modified in any way (including if the product's serial or identification number is altered, defaced or removed) unless such modification has been approved in writing by Solis Australasia;
  - j) for normal wear and tear; or
  - k) any other fault which does not affect the basic performance of the product, notwithstanding any external scratch or stain, or natural mechanical wearing which does not represent a defect.

## LIMITATION OF LIABILITY

- 2. Except for the Product Warranty set out above, and except for any liability in connection with the supply of goods imposed on Solis Australasia by the *Trade Practices Act 1974* (Cth) and other similar state and territory legislation (including for breach of implied conditions and warranties) which cannot, or which can only to a limited extent, be lawfully excluded, all liability of, and conditions and warranties relating the supply of the products by Solis Australasia are hereby expressly excluded. Any such liability which cannot be lawfully excluded is limited, at Solis Australasia's option, to any one or more of the following:
  - a) the replacement of the goods or the supply of equivalent goods;
  - b) the repair of the goods;
  - c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - d) the payment of the cost of having the goods repaired.