



Hardware Warranty

Solar Analytics Pty Ltd

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Solar Analytics Pty Ltd (**'Solar Analytics'**) warrants that all Solar Smart Monitor (SC-XX and KR-XX) monitoring equipment (**'Monitoring Hardware'**) will operate in accordance with their published specifications for a period of five (5) years after the original purchase, as evidenced by the date on the seller's invoice.

THIRD PARTY HARDWARE

Solar Analytics does not offer or provide any additional warranties to hardware not branded Solar Analytics. Such hardware will be subject to the Original Equipment Manufacturer (OEM)'s own warranty which may be less than (5) years. For hardware where Solar Analytics is the distributor, Solar Analytics shall transfer any transferrable warranty or indemnities offered by the OEM. The purchaser is responsible for maintaining all documentation required to process a warranty claim for a given hardware.

RETURN OF PRODUCT

Monitoring Hardware may be returned by the purchaser for any reason, rather than due to defects covered under this Hardware Warranty, within thirty (30) days of purchase for a full refund minus a 20% restocking fee. Returns will only be accepted of Monitoring Hardware in original condition and in original packaging. Monitoring Hardware that has been modified or excessively handled will not be accepted as a return. A copy of the seller's invoice must accompany any return.

REPLACEMENT OF DEFECTIVE MONITORING HARDWARE

If Solar Analytics has determined that a replacement of one of its Monitoring Hardware is warranted, a Return Material Authorisation (**'RMA'**) will be issued. No Monitoring Hardware will be accepted as returned or defective without the issuance of an RMA, and failure to obtain an RMA will result in the purchaser bearing all costs associated with the shipping and handling of the returned Monitoring Hardware.

An RMA will only be issued under the following conditions: (1) A specific issue has been identified with a particular Monitoring Hardware, (2) the purchaser or installer has made a good-faith effort to troubleshoot any installation problems, and (3) a Solar Analytics support representative has confirmed that there is a possible defect.

For any authorised replacement of defective Monitoring Hardware, Solar Analytics will provide the replacement unit free of charge and postage to the address nominated, subject to:

1. the purchaser returning of all defective Monitoring Hardware to Solar Analytics or its authorised distributor within thirty (30) business days of the RMA being issued; and

2. the purchaser insuring the shipment. In the absence of such insurance the purchaser accepts the risk of lost of or damaged to the product in shipment.

If returned Monitoring Hardware is not received within thirty (30) business days of the RMA issue date, regardless of cause, the purchaser will be invoiced for the full cost of replacement Monitoring Hardware and the purchaser will be responsible for all postage charges.

If the defective Monitoring Hardware is returned to Solar Analytics or its authorised distributor within thirty (30) business days of the RMA issue date, Solar Analytics will pay the postage charges. Solar Analytics will additionally pay a fixed labour charge of \$100+GST per Monitoring Hardware replaced by an authorised technician upon receipt of a valid tax invoice from the purchaser.

Replacement Monitoring Hardware may either be new or reconditioned.

LIMITATIONS OF WARRANTY

To the extent permitted by law, this warranty shall terminate and be of no further effect at the time the Monitoring Hardware is:

1. damaged by extraneous cause such as accident, abuse, misuse or problems with electrical power fire, water, lightning, mishandling, etc;
2. not installed, serviced or maintained in accordance with the accompanying documentation;
3. modified;
4. repaired or serviced by someone other than Solar Analytics or its approved representative;
5. used in a manner or purpose for which the Monitoring Hardware was not intended;
or
6. used in a manner contrary to Solar Analytics product instructions.

Further this hardware warranty does not cover:

1. Monitoring Hardware with missing or altered service tags or serial numbers;
2. Monitoring Hardware for which Solar Analytics has not received payment;
3. normal wear and tear; and
4. non-Solar Analytics-branded Monitoring Hardware.

Subject to the above and any conditions, warranty or right implied by any statutory consumer guarantee contained in any law (including the *Competition and Consumer Act 2010* (Cth) ('**Australian Consumer Law**')) which cannot by law be excluded by agreement:

- I. there are no warranties beyond the expressed warranty offered with the sale of each particular Monitoring Hardware;
- II. except as specifically provided in this document, Solar Analytics provides no warranties or conditions express or implied, including but not limited to any warranty or condition of merchantability, merchantable quality, fitness for a particular purpose, of performance, suitability or noninfringement;
- III. Solar Analytics does not warrant that the operation of any Solar Analytics Monitoring Hardware will be uninterrupted or error-free.
- IV. no information or advice given by Solar Analytics, its agents, or employees shall create a warranty or in any way increase the scope of the expressed warranty offered with the sale of each Monitoring Hardware.

LIMITATION OF LIABILITY

Notwithstanding any other terms of this Hardware Warranty, the total aggregate liability of Solar Analytics for any loss whatsoever shall be limited to the purchaser's price of the affected product(s).

Notwithstanding any other term of this Hardware Warranty, in no event shall Solar Analytics be liable for loss of profits, revenues, product, contract, market or data, third-party claims or for any indirect, consequential, incidental, special or other similar damages.

For the avoidance of doubt the limitation and exclusion of liability stated above shall apply to liability on any legal or equitable basis including liability arising out of any breach of this contract or obligations under this contract, for breach of warranty, tort (including negligence), by way of indemnity, by statute (to the extent permitted by law), or any other legal theory.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE DEEMED 'CONSUMERS' WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW: The benefits given to the consumers in this warranty are in addition to any other rights and remedies the consumer is entitled to under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Consumers are entitled to a replacement or refund (at Solar Analytics election) for a major failure and for compensation for any other reasonably foreseeable loss or damage. Consumers are also entitled to have the goods repaired or replaced (at Solar Analytics election) if the goods fail to be of acceptable quality and the failure does not amount to a major failure. By stating these rights, Solar Analytics does not vary or extend the remedies otherwise available to the purchaser.

INDEMNIFICATION

Monitoring Hardware supplied by Solar Analytics are not designed, intended, or authorised for use in any applications involving life-support, or for any application in which the failure of the Solar Analytics supplied product could create or contribute to a situation where personal injury or death may occur.

CONTACT

In case of questions regarding our Monitoring Hardware contact:

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