

## ENERGY MAKEOVERS PRODUCT WARRANTY STATEMENT

This document sets out the express warranties that apply in respect of Energy Makeovers Pty Ltd (ACN 131 681 859, ABN 77 131 681 859) (**we, us or our**) products sold and/or installed by us or any of our authorised resellers to each end user customer (**you or your**) in Australia.

### 1. Consumer guarantees

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.

The benefits conferred by this document are in addition to all rights and remedies which you may have under the Australian Consumer Law, and any other statutory rights you may have under other applicable laws. This document does not exclude, restrict, or modify any such rights or remedies. The statutory rights and remedies may continue to apply after an express warranty provided under this document has expired.

### 2. Energy Makeovers express warranty

Subject to the conditions set out in in this section and the exclusions set out in section 3, we warrant that each product we supply and install will be free from defects in materials or workmanship for the relevant period. All warranty periods commence from the date of invoice.

We pass through to you the full product warranty provided by the product manufacturer. We match the warranty period of the product warranty with our on-site installation warranty. Where the manufacturer of a product provides us an extended warranty in relation to the component supplied by them, we will take reasonable steps to endeavour to pass the relevant extended warranty through to you. The applicable product warranty period is stated in the specific product datasheet/s provided to you. If you are unable to locate the specific datasheet/s, please contact us and we will provide you with a replacement datasheet/s.

Subject to the terms of this document, if a claim is made in accordance with section 4 during the applicable warranty period, and the relevant product is found to be defective, we will, at our option, either repair or replace the defective product.

All on-site warranty work will be carried out between the hours of 6am and 6pm Monday-Friday (excluding public holidays). Work outside these hours will be charged at the difference between our standard 6am-6pm hourly rate and the applicable after-hours rate (the after-hours rate varies depending on the specific work time).

You are required to provide our on-site personnel (and the installing contractor's representative) with, or arrange, free, uninhibited access to the site at times nominated by us. Failure to provide this access will result in charges relating to the time incurred waiting for access at our applicable standard hourly rate.

### **3. Warranty exclusions**

The express warranties set out in section 2 above do not apply:

- (a) where you have resold the product, except when it is sold as a chattel on a property;
- (b) where a defect or other issue with a product is caused by normal wear and tear, misuse or abuse of the product;
- (c) to any defect or other issue which is a result of installation, repair, alteration or modification not carried out by or on behalf of us;
- (d) where the product is damaged as a result of it being used for a purpose for which it not designed, sold or otherwise not in accordance with any directions for installation and use;
- (e) to any defect or other issue which is a result of electricity supply problems, lack of user care, incorrect power supply or power surge;
- (f) in respect of any:
  - (ii) damage due to or power surge; or
  - (iii) damage caused by flood, fire, lightning or corrosion; or
  - (iv) damage caused by operator error, equipment misuse, negligence or an unsuitable environment.

In no circumstances we will be liable for any loss which you suffer or incur from or in connection with your purchase or use of any product where the loss is beyond the normal measure of damages including any indirect or consequential loss, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain and loss of opportunities however arising (including for any negligence or otherwise), and regardless of whether we knew or ought to have known that it was possible or foreseeable that you would incur such loss.

### **4. How to make a claim**

To make a claim under an express warranty set out in this document, you must:

- (a) Call us on the telephone number, or email us at the address, set out in section 5 below to notify us of your claim as soon as reasonably practicable after you first become aware of the circumstances giving rise to the claim;
- (b) provide us with reasonable details in relation to your claim (including the product serial number and proof of purchase); and
- (c) if required by us, provide us or any person nominated by us reasonable access to the premises at which the relevant product is located at times nominated by us so that we can inspect the product.

### **5. Contacts**

If you have any queries in relation to the terms of this document, or wish to make a claim under an express warranty set out in this document, please contact us by:

Telephone: 1300 788 776

Email: [enquiries@energymakeovers.com.au](mailto:enquiries@energymakeovers.com.au)