



G&A MARTIN
SOLAR
& ELECTRICAL

WARRANTY 2022 TERMS & CONDITIONS

Table of Contents

1.	DEFINITIONS AND INTERPRETATION	3
2.	SYSTEM WARRANTY.....	4
2.1	Limit of Cover.....	4
2.2	Exclusions.....	4
3.	MANUFACTURER WARRANTY	4
3.1	Limit of Cover.....	4
3.2	Period	4
3.3	Exclusions.....	4
4.	INSTALLATION WARRANTY	5
4.1	Limit of Cover.....	5
4.2	Period	5
4.3	Exclusions.....	5
5.	GENERAL EXCLUSION OF WARRANTIES AND LIABILITY	6
6.	AUSTRALIAN CONSUMER LAW	7
7.	CLAIMING UNDER WARRANTY	7
8.	DISPUTE RESOLUTION	7

1. DEFINITIONS AND INTERPRETATION

In this Warranty:

- a. "Australian Consumer Law" means the law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- b. "Customer" means the person or legal entity identified as the Customer in G&A Martin Solar & Electrical quotation or invoice for the supply of a Solar PV System.
- c. "Force Majeure Event" means any event beyond the reasonable control of G&A Martin Solar & Electrical and includes without limitation, Acts of God, war fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, flood sabotage or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, latent conditions on or associated with the Premises, weather and the effects of weather and delayed or incorrect instructions and information from the Customer;
- d. "Installation Contractor or team" means a contractor or employee engaged by or on behalf of G&A Martin Solar & Electrical the Solar PV System at the Customer's premises.
- e. "Installation Warranty" means the Warranty provided by the Installation Contractor for the works carried out during the installation of the PV Solar System.
- f. "Manufacturer Warranty" means the Warranty provided by the Manufacturer for the components of the Solar PV system.
- g. "Premises" means the Customer's land, building, structure or improvement in or upon which the Solar PV System is to be installed by or on behalf of G&A Martin Solar & Electrical.
- h. "Product" means the products as described in any order, quotation, invoice or any item related to the Solar PV System.
- i. "Solar PV System" means a Solar Photovoltaic system, and all components of the Photovoltaic System, supplied by G&A Martin Solar & Electrical to a Customer.
- j. "System Warranty" means the Warranty provided by G&A Martin Solar & Electrical for the installed Solar PV System.
- k. "Terms and Conditions" means the terms and conditions in this document and any additional terms and conditions in the quotation and customer contract. Terms and Conditions are subject to change.
- l. "G&A Martin Solar & Electrical" means OSG Energy Pty Ltd trading as G&A Martin Solar & Electrical
- m. "G&A Martin Solar & Electrical" means an authorised service agent of G&A Martin Solar & Electrical.

- n. "Warranty" means this G&A Martin Solar & Electrical warranty, made up of the System Warranty, the Manufacturer Warranty and the Installation Warranty.
- o. "Period" means the period in which the applicable Warranty applies. The Period begins on and including the date of installation of the Solar PV System.

2. SYSTEM WARRANTY

2.1 Limit of Cover

- a. G&A Martin Solar & Electrical warrants that the Solar PV System as installed by an Installation Contractor or team shall be free from defects in material and workmanship for the period of the system warranty as outlined below.
- b. In making a determination of whether a Product is considered to be defective, the parties agree to follow and be bound by the guidelines set out in the relevant Australian Standards as amended from time to time.

2.2 Exclusions

The System Warranty will not include or cover any of the following:

- a. Accidental damage and Force Majeure events.
- b. cosmetic shortcomings which do not influence the supply of energy
- c. meters for electricity, gas and water which are covered and maintained by the Local Distribution Network.
- d. damage due to wear and tear, abusive use, misuse or lack of proper maintenance.
- e. defects or damage caused by alterations, service or repair work carried out by persons not authorised by G&A Martin Solar & Electrical.
- f. any costs incurred for tradespeople or other persons by the Customer that are not G&A Martin Solar & Electrical employees or authorised G&A Martin Solar & Electrical specialists.

3. MANUFACTURER WARRANTY

3.1 Limit of Cover

- a. The Manufacturer Warranty covers the components of the Customer's installed Solar PV System.
- b. G&A Martin Solar & Electrical will provide the customer with the document setting out the relevant Manufacturer Warranty following the installation of their Solar PV System.

3.2 Period

- a. The period of Warranty for the different components of the Solar PV System will differ depending on the applicable Manufacturer Warranty.

3.3 Exclusions

- a. Refer to the applicable Manufacturer Warranty.

4. INSTALLATION WARRANTY

4.1 Limit of Cover

- a. The Installation Warranty covers damage or defects caused by, or in relation to, the installation of your Solar PV System, subject to the exclusions in clause 4.3.
- b. G&A Martin Solar & Electrical warrants that the Solar PV System will be installed in accordance with all relevant Australian standards by an appropriately qualified and experienced Installation Contractor or employee/s. The Installation Contractor or employee/s will be duly licensed and/or registered to install the Customer's Solar PV System.
- c. G&A Martin Solar & Electrical engages the installation team as your agent. G&A Martin Solar & Electrical is liable for any damage or defect in installation of your system and will be your main point of contact if any issues occur.
- d. Please note: G&A Martin Solar & Electrical will provide you with all documentation with relation to product serial numbers, and a complimentary warranty certificate post installation via mail or other means if advised by the customer.

4.2 Period

- a. The period of the Installation Warranty is 10 years, unless specified otherwise in any other correspondence with you.
- b. The Customer must notify G&A Martin Solar & Electrical of any damage or injury alleged to have been caused by G&A Martin Solar & Electrical or the Installation Contractor to the premises or any person or property in connection with the installation within this period.

4.3 Exclusions

- a. The Installation Warranty does not include or cover any of the following:
 - i. Any claim that arises, or G&A Martin Solar & Electrical is notified of, outside of the Installation Warranty Period.
 - ii. any components, materials or workmanship supplied by the Customer.
 - iii. any damage or defects caused by the Solar PV System being used for commercial purposes or being dealt with in any way which is inconsistent with any directions of use published by G&A Martin Solar & Electrical or the Manufacturer.
 - iv. any damage or injury to the premises or any person or property in connection with the installation due to any false, misleading or incomplete information supplied by the Customer, or any relevant information withheld by the Customer.

5. GENERAL EXCLUSION OF WARRANTIES AND LIABILITY

- Except for the System Warranty and the Installation Warranty provided by G&A Martin Solar & Electrical and any warranties or guarantees imposed by law, G&A Martin Solar & Electrical gives no other warranties in relation to the Solar PV System or its Installation. In the event of any inconsistency between this Warranty and other documents or representations provided to the Customer by G&A Martin Solar & Electrical, this Warranty prevails to the extent permitted by law.

- Except as required by law all implied conditions and warranties are hereby excluded

- Subject to those conditions and warranties necessarily implied under the Competition and Consumer Act 2010 (Cth) or any other Act, the Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at G&A Martin Solar & Electricals' discretion, be limited to the following:
 - a. In the case of goods.
 - i. the replacement of goods or equivalent goods.

 - ii. the repair of goods; or

 - iii. the payment of the cost of replacing or repairing the Goods.

 - b. In the case of services.
 - i. The supply of services again; or

 - ii. The payment of the cost of having the services supplied again.

- G&A Martin Solar & Electrical is not responsible for, and this Warranty does not apply to any works required to make any premises suitable for installation of the Solar PV System, including but not limited to, works involving the replacement, repair or suitability of existing plumbing fittings, flue, piping, floor coverings, wiring, roofing or any other household effect.

- If a Force Majeure Event occurs, G&A Martin Solar & Electrical shall be entitled to rescind the Agreement between the parties (without being liable for damages) or to extend delivery or time for performance by a reasonable period of not less than the duration of such event. All liability under any contract, including liability for damage when specified or otherwise, shall be modified or adjusted accordingly.

- This Warranty does not apply to any goods or items given by G&A Martin Solar & Electrical to a Customer as a gift pursuant to any promotional events advertised and offered by G&A Martin Solar & Electrical from time to time.

6. AUSTRALIAN CONSUMER LAW

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 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 given by the Warranty to the Customer are in addition to other rights and remedies of the Customer under the law in relation to the goods or services to which the Warranty relates.

For further information about the Australian Consumer Law and consumer guarantees, visit www.consumerlaw.gov.au.

7. CLAIMING UNDER WARRANTY

The Customer is responsible for the expense of making a claim under this Warranty. To make a claim under the Warranty the Customer can contact the manufacturer directly or G&A Martin Solar & Electrical.

G&A Martin Solar & Electrical requires the Customer to provide a description of the defect or damage by post, telephone or email.

G&A Martin Solar & Electrical will assess the validity of the Warranty claim and provide an appropriate remedy stated above.

G&A Martin Solar & Electrical offer an exclusive "back-base-warranty" for their customers.

G&A Martin Solar & Electrical will liaise and submit warranty claims on behalf of the customer complimentary.

The replacement of any faulty components is subject to the time taken by the manufacturer to service to warranty through G&A Martin Solar & Electrical.

G&A Martin Solar & Electrical will endeavour and assist in servicing the claim as soon as possible. This is not a liability to G&A Martin Solar & Electrical, but a complimentary service.

8. DISPUTE RESOLUTION

G&A Martin Solar & Electrical hopes that we can resolve any complaint the customer may have in respect of the Solar PV System or its installation ourselves. However, if this is not possible and the Customer feels that their rights under the Australian Consumer Law or rights in accordance with this Warranty are not being satisfactorily observed, the matter shall be resolved through a binding arbitration submitted through the Office of Fair Trading and Consumer Affairs.