

Helios New Energy Technology (Australia) Pty Ltd

ABN 50 614 148 033

9 Blue Gum Road

Annangrove, NSW 2156

Terms and Conditions for Warranty

General Terms

We warrant that we will repair or replace (at our option) the Products or any part thereof, if such Products are faulty or defective in manufacture or materials for a period of 5 years from the date of purchase.

We will endeavor to replace the Products with identical products. However, due to technological advancements, that Product may not be available. In these cases, we will supply another type of product of at least the same value and standard, although the replacement product may be a different size, shape, colour and/ or capacity. Due to technical advances it is possible that replacement parts or components may not be compatible with the other components already installed. Any costs relating to the incompatibility of systems is not covered by this Warranty.

This Warranty only covers repair or replacement of the defective Products. It does not cover:

- ◆ any costs incurred by the end-user in normal or scheduled maintenance of the Products; or
- ◆ subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, consequential losses or other expenses arising from breach of this Warranty. Any end-users concerned with this exclusion should consider the "Australian Consumer Law".

Conditions

This Warranty is subject to the following conditions:

- ◆ Where a Product or part thereof is replaced or repaired under this Warranty, the balance of the original Warranty will apply. The replacement product or part(s) do not carry a new voluntary warranty.
- ◆ The Products must have their original serial number and rating labels intact and readable.
- ◆ This Warranty does not extend to any Products that have been completely or partially disassembled.
- ◆ The terms of this Warranty cannot be amended except in writing by one of our authorised officers.
- ◆ This Warranty only applies to Products purchased by an end-user in Australia from us directly.
- ◆ Any warranty claim under this Warranty must meet the requirements set out below in the "How to Make a Warranty Claim" section below.
- ◆ There must have been a permanent connection to the Internet and product registration on our server.
- ◆ There must have been a commissioning report signed by the end-user and the installer for product commissioning and handling instructions

Exclusions

This Warranty will not apply to a defect or fault to the extent to which it arises:

- ◆ due to operation, use or maintenance of the Products otherwise than in accordance with instructions provided by us or without reasonable care (including failure to maintain/ clean the Products in accordance with recommendations in instruction/ operation manuals);
- ◆ due to accidental damage, theft or vandalism, or use of the Products for a purpose or in environmental conditions for which the Products were not designed or sold, or use of the Products outside the specified or normal operating ranges for such Products;
- ◆ as a result of changes which occur in the condition or operational qualities of the Products due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Products with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of an act of God including but not limited to storms, fires, floods and lightning strikes;
- ◆ from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products or where the damage is only to surface coating, varnish or enamel;
- ◆ as a result of repairs, alterations or modifications to the Products which have been performed by a third party not authorised by us;
- ◆ from the use of any spare parts not manufactured, sold or approved by us in connection with the repair or replacement of Products; or as a result of the interconnection of the Products with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Products have been installed; or
- ◆ other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching).

This Warranty does not apply to damage caused by continued use of the Products after it is known, or would have been known with regular servicing, it is defective.

How to Make a Warranty Claim

If a Product fails within the warranty period, the end-user must stop using the Products or the system in which the Products are installed as the case may be by isolating the Products from any energy source, make a claim as soon as possible and follow all directions provided by us, or our representative or agents.

To make a warranty claim under this voluntary warranty, the end-user must contact us by email.

When contacting us, please have the following information to hand:

- ◆ your name, address, postcode and a telephone number where you can be contacted
- ◆ The model designations and serial numbers of the Products (you can find both on the Product)
- ◆ Proof of purchase with date and address of the vendor
- ◆ Installation date and installation address
- ◆ Signed commissioning report or protocol
- ◆ A complete and detailed list of observed faults and other information which could help with the analysis of the fault (e.g. any modifications)

Costs of Submitting a Warranty Claim

For invalid claims under this Warranty, we will not be liable for the end-user's costs in making the warranty claim, including transport or return freight.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts or freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from us. Documentary evidence in support of such claim will be required.

Deadlines for Submitting Warranty Claims

We aim to rectify genuine quality problems as a priority. This is generally achieved by investigating why defective Products have failed and by introducing immediate corrective action measures to prevent reoccurring warranty failures. It is therefore critical that all claims under this Warranty are promptly submitted to us as soon as the Product fails, and in any event, within three months of knowledge of the matter or event giving rise to the claim. No consideration will be given to claims under this Warranty which are made after this period.

Product Liability and Product Safety

We should be informed immediately about any potential product safety concerns within and outside the warranty period. We are well aware of our product liability and product safety obligations and responsibilities. It is our aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Product.

Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Product between us and the end user and shall be complied with by both parties.