

System guarantees

Subject to clause 11.2, we guarantee:

our workmanship, and the workmanship of our contractors, in installing the System; and
the operation and performance of the System,

will be free from fault or defect for a period of 5 years commencing on the date the System is installed (**Guarantee Period**), and we will repair any such default or defect notified to us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to you.

The guarantee in clause 11.1 will not apply where:

the fault or defect is not notified to us within the Guarantee Period; or

the fault or defect is a result of:

something done by you or someone else, and not us or our contractors; or

something beyond human control that occurred after installation, e.g., an extreme weather event;

the System being misused, abused, neglected or damaged after installation;

the System being maintained other than in accordance with the Maintenance Documents; or

the System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by us in writing.

The guarantee in clause 11.1 is additional to any other guarantee or warranty you may have:

from the manufacturer of the System; or

under any applicable law, including the Australian Consumer Law,

although these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case, and tell you the costs payable. The costs will be payable in advance.

During the Guarantee Period, we will provide reasonable assistance to you in making any guarantee or warranty claim against the manufacturer of the System, including by acting as your liaison with the manufacturer.