

## SEA Warranties and Guarantees



**Guaranteed post-installation  
customer satisfaction!**

Updated April 2022

## Warranties and Guarantees

### 1. Workmanship Guarantee

- a. Smart Energy Answers offer a 10-year installation workmanship guarantee relating to our solar PV systems and battery storage units (hereafter known as the System). This means that if a System installed by Smart Energy Answers fails or breaks within 10 years of the installation date due to defective performance of our installation services, we will provide the customer with a remedy as set out below.
- b. The workmanship guarantee excludes the customer's entitlement under individual product warranties.
- c. This guarantee only comes into effect once we have received all amounts owing from the customer in relation to the installed System and title to the System has passed to the customer.

### 2. Product Warranties

- a) Products supplied by Smart Energy Answers will be free from faults in materials and workmanship for the period of warranty provided by the product manufacturer and as specified in their warranty documentation.
- b) Manufacturing warranties will cover the components of the customer's System for between 1 & 25 years dependent on the type of component, the brand and model.
- c) Smart Energy Answers does not provide any additional warranty period beyond that offered by the manufacturer.
- d) Products supplied by Smart Energy Answers are free from any encumbrance or third party interest and Smart Energy Answers has the right to sell them to the customer.
- e) Products supplied by Smart Energy Answers are of merchantable quality, correspond with their description, are fit for the purposes for which they may be acquired by the customer, comply with Australian regulations and standards, and comply with the requirements of the laws applying in the State or Territory.
- f) The installation of the System has been completed with all due care and skill, and has been performed in accordance with the component manufacturers' installation specifications, and complies with all relevant regulations and standards.
- g) Nothing in this document is intended to exclude, restrict or modify any statutory rights of consumers against either Smart Energy Answers or the component manufacturers that cannot be done lawfully.
- h) Except for the guarantees and warranties expressly made in this document, all conditions, warranties, undertakings or representations express or implied, arising by statute, general law or otherwise, are expressly excluded to the extent permitted by law.

### 3. Transferability

- a) Our installation guarantee is transferable by the original purchaser of the System to any subsequent purchaser of the premises at which the System is installed.

- b) System documentation provided by Smart Energy Answers should be given to the new owner of the premises where the System is installed.

#### 4. Remedies

- a) In the case of a problem with the System installation which is not defined as a 'major failure' under the Australian Consumer Law, and which is capable of being remedied, the customer must provide us with an opportunity to remedy the problem within a reasonable time.
- b) Smart Energy Answers will implement warranty repair or product replacement within a reasonable time once we receive a claim from the customer in writing.
- c) Smart Energy Answers will investigate any product issues in the Manufacturer's Warranty Period, or any workmanship issue in the SEA Guarantee Period, and rectify any defects that affect the serviceability, safety and efficiency of the System.
- d) Smart Energy Answers will manage any product warranty claims on behalf of the customer for equipment supplied for this installation.
- e) Where the repair or replacement of a product or property item is required but is not the fault of Smart Energy Answers or the system installation, the customer will be quoted on the cost of performing the repairs or replacement.

#### 5. Exclusions and Limitations

- a) This guarantee will not apply:
  - i. if any of the Smart Energy Answers installed products are handled, repaired or modified by an unauthorised, unqualified, unskilled or inexperienced technician after the System has been installed.
  - ii. if conditions are resulting from a defect in components which are not part of the Smart Energy Answers products supplied and installed by or on behalf of Smart Energy Answers.
  - iii. if the customer fails to comply with all reasonable instructions of Smart Energy Answers (whether written or verbal) in relation to the operation and care of the System.
  - iv. if conditions arise from failure of the customer's existing electrical installation, wiring or meter box.
  - v. if there is malicious damage or abuse.
  - vi. to normal fair wear and tear.
  - vii. to any damage to the customer's property caused by the System failing or breaking.
  - viii. to damage or defects to the System and property caused by 'Force Majeure' including but not limited to improper voltage or power surges, accidents, lighting strikes, flood, storm damage or other acts beyond our reasonable control.
  - ix. To any alterations to the customer's property which are a necessary consequence of the provision of the installation services.
- b) Subject to the rights and remedies under this document and under the law, Smart Energy Answers' liabilities under this guarantee are limited to replacement products supplied by Smart Energy Answers or resupply of installation services.

## **Exclusive Whole of System Warranty and Onsite Service**

This warranty exists over and above the customer's rights under consumer guarantees in Australian Consumer Law.

Independent from and in addition to our 10 year Workmanship Guarantee, and the component manufacturers' Product Warranties, and any warranties specified under Australian Consumer Law, Smart Energy Answers backs all its installed solar PV and battery storage systems with a full 5 year 'Whole of System' Warranty which includes guarantees related to each system's operation and performance.

The warranty commences from the date of system installation.

### **What is Covered**

The warranty covers all related costs in relation to repair and/or replacement of components and the associated on-site labour.

The customer is entitled to claim a remedy if the goods or services do not meet a consumer guarantee, manufacturer's warranty or system performance estimates.

If during the first five years of operation, your system suffers a fault or defect in relation to the products supplied or the installation workmanship, or the output falls more than 10% (weather allowance) below performance estimates, Smart Energy Answers will rectify your system at no cost to you.

### **Conditions and What is Not Covered**

Damage caused to the system by weather or natural events (we strongly recommend that you have your solar system covered under your building insurance policy).

Fault or damage caused by external factors or events (for example, vandalism).

Faults or damage caused by tampering with or repair or modification by a party other than Smart Energy Answers.

Items that are visual in nature or do not affect the performance of the system.

Faults or damage caused by failure or fluctuation of the electricity grid.

Non-compliance with operating instructions.

Incidental or consequential loss in relation to a fault or defect (for example, time taken off work)

Faults arising from the customer engaging a party to provide service work who is not a qualified, skilled, trained and experienced technician.

### What Happens After 5 Years

In the event of a fault or defect, the customer may still rely on the individual component manufacturers' product warranties where the relevant warranty extends beyond 5 years. The majority of components supplied as part of your system by Smart Energy Answers will have a warranty in excess of 5 years.

Following the 5 year 'Whole of System' warranty expiry, Smart Energy Answers is still the customer's first point of contact. Smart Energy Answers' Technical Support Team will assist in obtaining warranty resolution from the relevant manufacturer.

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Product Warranty documents are available at

<https://www.smartenergyanswers.com.au/warranties/>

For further assistance, please phone **1300 732 679** or email

[support@smartenergyanswers.com.au](mailto:support@smartenergyanswers.com.au)