

# WARRANTY CONDITIONS FOR SOLIS INVERTERS AND OTHER SOLIS PRODUCTS For Australia market only

(Valid from: 1/11/2019)

Ningbo Ginlong Technologies Co., Ltd. (hereafter referred to as "Ginlong Solis", "we" or "us") grants a warranty (Solis Standard Warranty, Solis Extra Warranty, or Solis Optimum Warranty as the case maybe) for the warranty products defined here. Unless agreed otherwise by Ginlong Solis in writing or extended in accordance with this warranty, Ginlong Solis only provides Solis Standard Warranty of 5 years or 2 years, as applicable.

**Warranty products** 

This warranty applies exclusively to Solis inverters, Solis accessories (including communications dongles and export power management devices) manufactured and supplied by Ginlong Solis and distributed or supplied by Solis Australasia Pty Ltd (ACN 145 320 181) (hereafter referred to as "Solis Australasia") and purchased from Solis Australasia, or a reseller authorised by Solis Australasia. Fuses and other wearing parts are excluded from the warranty.

Warranty holder

Only the owner of the warranty product is entitled to make a claim under this warranty. No other person shall have any rights under this warranty. In the event of a change in ownership of the warranty product, the warranty is transferred.

Warranty claim

A warranty claim exists in the event that a defect in a warranty product occurs within the warranty period as a result of defective materials, or defective manufacture.

Warranty exclusions and disclaimer

Ginlong Solis/Solis Australasia shall not be liable under this Product Warranty:

- If the product is a stolen equipment;
- If the product is out of the warranty period;
- If the fault has been caused by another component in the warranty holder's photovoltaic system;
- If a fault could not be identified upon examination of the product;
- the replaced products have not been returned to Ginlong Solis/ Solis Australasia or service center authorized by Ginlong Solis in time;
- unless the product was installed correctly by a CEC qualified installer and as per the installation instructions supplied with the product or installed by Solis Australasia;
- unless the warranty holder has paid in full all amounts owing to Ginlong Solis/ Solis Australasia by the warranty holder;
- if the defect is contributed to or caused by any improper usage of the product, failure to comply with any instructions supplied with the product or usage of the product for purposes other than that for which the product was designed or intended;



- if the defect occurs wholly or partially as a result of any act or omission by the warranty holder, or any person other than a person employed or sub-contracted by Solis Australasia;
- if the product is not satisfactorily maintained, is subject to misuse, neglect, accident or abuse or the warranty holder continues to use the product after the defect becomes apparent;
- if the product is repaired, or any attempt to repair the product is made, by anyone other than a CEC authorised repairer of the products acting at Solis Australasia's direction;
- if the product is moved for any reason after it has been installed (regardless of whether the product is subsequently reinstalled or moved back to the same location) unless the product is reinstalled at the same address by a CEC qualified installer nominated by Solis Australasia and it is stored during any interim period in accordance with that installer's instructions:
- for any damage or defect caused by lightning, flood, power surge, fire, pest damage, corrosion, actions of third parties or any other act of God, event or accident outside Solis Australasia's reasonable control and not arising under normal and standard operating conditions;
- if the product is altered or modified in any way (including if the product's serial or identification number is altered, defaced or removed) unless such modification has been approved in writing by Solis Australasia;
- for normal wear and tear; or
- for any other fault which does not affect the basic performance of the product, notwithstanding any external scratch or stain, or natural mechanical wearing which does not represent a defect.

#### **Data Protection**

- If the customers accept the warranty service provided by Ginlong Solis, it means that the customers allow Ginlong Solis to access, collect and process information related to failure, detection, identifying and debugging when providing services. Such information will only be used to provide warranty services. Since customers are the controllers of such information, Ginlong Solis cannot confirm whether such information contains confidential information or personal data of the customers. Customers should ensure that they will obtain or retain all necessary consent, permission and authorization ("Consent") in accordance with applicable legal requirements for Ginlong Solis to provide such service, so that Ginlong Solis will not violate applicable legal requirements, customer privacy policies, or customer-user agreements in providing related services. Ginlong Solis will take reasonable measures to ensure the security of such customer information, but Ginlong Solis is not responsible for any direct or indirect liability caused by the acquisition and processing of such information in the process of providing services. If the customer returns the products to Ginlong Solis, it indicates that the customer has backed up any confidential, private, personal or other information stored in the products and has completely deleted such information from the products, and authorizes Ginlong Solis to transfer the products to the Ginlong Solis service center in other countries for maintenance. Customers shall be solely responsible for deleting the above information before delivering the hardware to Ginlong Solis. They shall also further indemnify, defend and hold harmless Ginlong Solis from and against any and all claims, liabilities, obligations, costs, expenses, penalties, fines, confiscations and ruling imposed by any government agency or third party as a result of Ginlong Solis' failing to comply with applicable laws and regulations in transferring and disposing of the above information.
- Ginlong Solis does not guarantee the data stored in the products; the customers are responsible for backing up relevant data to prevent loss.



#### Warranty services

Ginlong Solis grants the Solis Standard Warranty for a period of five years or two years (depending on the products). The customer may pay for upgrade to Solis Optimum Warranty or Solis Extra Warranty where the warranty is extended for another 5 years Solis Standard Warranty or parts-only warranty respectively. Two years Solis Standard Warranty is applicable to Solis accessories only, and is not available for extension.

#### **Solis Standard Warranty**

- ✓ <u>Material warranty:</u> Ginlong Solis will provide a replacement part or an equivalent replacement device at no cost to the warranty holder.
- Service: Ginlong Solis will cover the labour costs for removing and installing the replacement part or replacement device, provided this work is undertaken by Ginlong Solis or a third party appointed by Ginlong Solis. Due to technological progress, the replacement part or replacement device provided may not be compatible with the system monitoring or other components installed on-site. Costs incurred as a result are not part of this warranty service and will not be covered by Ginlong Solis.
  - Other costs, such as travel expenses, installation costs, customs duties, etc., will not be covered by Ginlong Solis. These services do not include modifications to the existing photovoltaic system of the warranty holder, his building wiring or other devices.
  - The warranty holder must enable unrestricted access to the device(s) affected and provide all necessary equipment to comply with any applicable health & safety regulations free of charge.
- Transport: Ginlong Solis will cover any national transport costs incurred in relation to the Material and Service services, as necessary. But if the customer's premises are located more than 50 kilometres from one of Solis Australasia's authorised service agent's locations then the customer will be liable for any increased freight costs, fees, charges or levies Solis Australasia or the service provider may incur as a result of fulfilling its obligations.

Express delivery costs will not be covered.

## **Solis Optimum Warranty**

This Solis Optimum Warranty is for 5 years Solis Standard Warranty plus 5 years additional Solis Standard Warranty.

## **Solis Extra Warranty**

This Solis Extra Warranty is for 5 years Solis Standard Warranty plus additional 5 years parts-only warranty. During the additional 5 years parts-only warranty:

Material warranty: Ginlong Solis will not cover any removal and installation costs, labour costs, transport costs or costs for any other service. Ginlong Solis will provide the relevant replacement part or a replacement device. The warranty holder does not have to pay for the replacement part. In the event of replacement with an equivalent replacement device, Ginlong Solis will charge for the labour costs (time) of repairing the original device.



- ✓ <u>Service:</u> Ginlong Solis will not pay the labour costs for removing and installing the replacement part or replacement device, or costs for any other service.
- ✓ <u>Transport:</u> Ginlong Solis will not pay any shipping and transport costs incurred in relation to the Material and Service under this Solis parts-only warranty

## Warranty period

The warranty period begins when the warranty product is installed by Solis Australasia, or sold to the customer by a reseller authorised by Solis Australasia (as stated in the receipt or proof of purchase from Solis Australasia or the authorised reseller), and applies differently depending on the warranty product, unless Ginlong Solis/Solis Australasia otherwise agrees in writing to a different period:

Inverters	Standard Warranty Period
RHI Series Energy Storage Inverters	5 years
Solis Series PV Grid-connected Inverters	5 years
Accessories	Standard Warranty Period
WIFI/GPRS Data Acquisition Device	2 years
Other accessary products of Inverters	2 years
Inverters	Optimum Warranty Period
RHI Series Energy Storage Inverters	10 years full
Solis Series PV Grid-connected Inverters	10 years full
Inverters	Extra Warranty Period
RHI Series Energy Storage Inverters	5+5 years
Solis Series PV Grid-connected Inverters	5+5 years

For inverters, Ginlong Solis provides and charges separately Solis Optimum Warranty or Solis Extra Warranty. These services may be purchased/upgraded by the warranty holder within the first 12 months from date of original installation. The warranty holder may register / purchase Solis Optimum Warranty or Solis Extra Warranty at www.solisinverters.com.au. Extended warranty is only valid from when full payment has been confirmed

Where parts or devices are replaced, the remaining warranty period is transferred to the replacement part or replacement device. This will be registered by Ginlong Solis automatically and the warranty holder will not receive a new certificate.

## Making a claim

In the event of a warranty claim, the warranty holder may contact Ginlong Solis directly through following contact details, or contact your local distributor or service center authorised by Ginlong Solis.

After sales and warranty service support are provided by Solis Australasia .

Service Department Contact Details:

T: 03 8518 5732

E: service@ginlongaust.com.au

Address: 5 / 109 Tulip Street, Cheltenham, Victoria, 3192



ABN: 89 145 320 181

Warranty claims must be completed on line at <a href="www.solisinverters.com.au">www.solisinverters.com.au</a> accompanied with details of the product defect, the purchase invoice, the serial number of the warranty product and, where necessary, proof of payment of the warranty extension fee. A warranty claim may be rejected should the claimant fails to provide the said information/proof.

if Solis Australasia receives a legitimate written claim, Solis Australasia shall, at its option: a) direct an accredited service provider to attend the customer's premises (provided that the premises are located within Australia) and repair the defect (or provide a replacement product); or b) direct the customer to return the product to Solis Australasia so that Solis Australasia may repair or provide a replacement product. Ginlong Solis may, at it its own discretion, use a new or refurbished product for replacement.

Any product replaced or repaired under this Product Warranty will be covered by the product's remaining warranty period, or three months, whichever is greater. If the product or any part thereof is replaced by Solis Australasia under this Product Warranty, all of the right, title and interest in and to the replaced product or part shall vest in Solis Australasia upon it being replaced. The warranty holder must return replaced parts or devices in the original packaging or equivalent. If the replaced faulty part or device is not received by Ginlong Solis within 60 days, the warranty holder will be charged for the part/device at the current price for a new part/device.

It is the responsibility of the warranty holder to substantiate the warranty claim and show that the conditions are met.

If a customer makes a claim under this Product Warranty and: (a) a service provider of Solis Australasia attends the customer's premises in relation to the claim; or (b) the customer returns the product to Solis Australasia, in circumstances where there is no product defect or any defect is not covered by this Product Warranty, then the customer must on demand pay to Solis Australasia all costs incurred by Solis Australasia, or the standard call out fee of the service provider, in relation to the customer's claim.

A claim for compensation cannot be made for energy that has not been fed into the grid or energy that has not been used for self- consumption, etc. In any case, whether in contract, tort or otherwise, the maximum compensation for customer losses caused by its fault shall not exceed the amount paid by the customer for the purchase of the equipment.

#### **Limitation of Liability**

Except for the Product Warranty set out above, and except for any liability in connection with the supply of goods imposed on Solis Australasia by the Trade Practices Act 1974 (Cth) and other similar state and territory legislation (including for breach of implied conditions and warranties) which cannot, or which can only to a limited extent, be lawfully excluded, all liability of, and conditions and warranties relating the supply of the products by Solis Australasia are hereby expressly excluded. Any such liability which cannot be lawfully excluded is limited, at Solis Australasia's option, to any one or more of the following:

- ✓ the replacement of the goods or the supply of equivalent goods;
- ✓ the repair of the goods;
- $\checkmark$  the payment of the cost of replacing the goods or of acquiring equivalent goods; or



the payment of the cost of having the goods repaired.

**NOTE:** This warranty is provided in addition to other rights and remedies held by consumer at law. Our inverters come with guarantees that cannot be excluded under 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