

## CENTRAL SPARK VICTORIA WARRANTY DOCUMENT

DATE: 30/02/2023



This Warranty applies to the supply and installation of the Solar Panel Modules, the Inverters, batteries and the Mounting equipment supplied and installed by Central Spark Victoria. The Warranty covers performance of the system, as a whole, for a period of 7 years for the date of installation found on the certificate of electrical safety.

Central Spark Victoria  
105 Fords RD Yapeen 3451  
ACN 13619393529

### 1 Warranties

- ) CSV will provide a 7 year warranty period on the operation and performance of the whole PV System, including workmanship and product.
- ) CSV guarantees the daily energy production of the solar system +/-5% based on annual degradation of the panels.

#### Component Warranties

- ) Winaico 25 product and 25 year performance warranty
- ) LG 25 year product and 25 year performance warranty
- ) Fronius 10 year product warranty
- ) Enphase 10 year product warranty
- ) Racking Clenergy/DPA 10 years
- ) Isolators Katko/ Krause Namier 5 years

Items not listed, please refer to relevant documentation provided at time of quotation

Subject to clauses 2 and 3 below, Central Spark Victoria warrants to the Owner that:

- a. The Central Spark Victoria Products will be free from faults in materials and workmanship for the corresponding Period of Warranty referred to above.
- b. The installation of the Central Spark Victoria Products has been provided with due care and skill and has been performed in accordance with all relevant law and applicable standards for the corresponding Period of Warranty referred to above;
- c. The installation of the Central Spark Victoria Products will be free from installation-related defects for the Period of Warranty referred to above;
- d. If a Solar Panel Module's minimum power output (as specified in the manufacturer's written specifications (Minimum power output) displays a power output<sup>1</sup> of less than 90% of the Minimum Power Output within 10 years from the date of installation, or less than 80% within 25 years from the date of installation, 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 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, and Central Spark Victoria

determines, at its reasonable discretion, that the power output loss is due to faults in materials or manufacture, then Central Spark Victoria, will either repair or replace the Solar Panel Module to bring the aggregate power output to the warranted percentage of specified Minimum Power Output (Minimum power output Warranty).

## **2 Warranty Conditions**

- a. All information in the certification section of this Warranty must have been completed for it to be valid.
- b. This Warranty will only apply to the original installation of the relevant Central Spark Victoria Products, and will immediately terminate upon the removal from the initial installation of such Central Spark Victoria Products.
- c. A photovoltaic Solar Panel Module is not conforming with the Minimum Power Output Warranty, Central Spark Victoria may at its sole option, use re-manufactured, refurbished or new parts when repairing or replacing a photovoltaic Solar Panel Module, to bring the aggregate power output to the level required by the Minimum Power Output Warranty. Replaced Solar Panel Modules will become the property of Central Spark Victoria.

## **3. Warranty Restrictions and Inclusions**

- a) This Warranty will not apply:
  - i. If any of the Central Spark Victoria Products are handled or used by any person other than the Installer other than in compliance with the current version of the manufacturer's instructions which includes the repair or modification of any of the Central Spark Victoria Products by someone other than an approved service technician of Central Spark Victoria ; or
  - ii. If and when any of the Central Spark Victoria Products are exposed to conditions which would normally be adverse or harmful to solar panel modules, inverters and mounting frames, including but not limited to:
    - (i) Removal or damage to the rating plate of an Inverter;
    - (ii) Damage caused by foreign objects, projectiles or debris (including hail or storm-related debris);
    - (iii) Any usage other than for the sole purpose of generating electricity for a [residential] building, unless approved in writing by Central Spark Victoria ; and
  - iii. Conditions resulting from a defect in components which are not part of the Central Spark Victoria Products supplied and installed by or on behalf of Central Spark Victoria ;
  - iv. Defects or injuries caused by or resulting from causes not attributed to faulty parts of the manufacturer of the any of the Central Spark Victoria Products, including but not limited to, defect or injury caused by or resulting from alteration, misuse, abuse, neglect, accidental damage, improper voltage, vermin infestation exposure to abnormally corrosive conditions, software, or any repairs, modification or alterations made to any of the Central Spark Victoria Product which are not authorised by Central Spark Victoria ;
  - v. Conditions or defects arising directly or indirectly from installation in an aero, mobile, or marine environment, war, cyclone, hurricanes, tornado, volcanic action, tidal wave, snowfall, freezing, salt damage, acid rain, power failures or surges, lightening, indirect lightening stroke, flood, damage by insect, animal, land subsidence, crack or landslide, accident, or abnormal environment or pollution, actions of third parties

and other events that occur outside of Central Spark Victoria's control and not occurring under normal operating conditions, or any phenomena that cannot be prevented with the technology available for practical use as at the Installation Date; or

**b.** This Warranty is in addition to and in no way limits, varies or excludes any express and implied rights and remedies.

**c.** 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 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.

**d.** Subject to clause 3 (c), Central Spark Victoria will not be liable for any incidental, consequential, or punitive damages, including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected or associated with the Central Spark Victoria Products or the installation of the Central Spark Victoria Products.

**e.** Subject to the rights and remedies of an Owner under law which cannot be limited, Central Spark Victoria's liability under this Warranty is limited (at Central Spark Victoria's sole discretion) to:

**i.** Replacement of the relevant Central Spark Victoria Products, or resupply of installation services;

**ii.** Payment of the cost of replacement of relevant Central Spark Victoria Products or resupply of installation services;

**iii.** Repair of the relevant Central Spark Victoria Products; or

**iv.** Payment of the cost of having the relevant Central Spark Victoria Products repaired.

**f.** Other than as expressly set out in this Warranty, and the warranties that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other law), Central Spark Victoria excludes all other warranties and guarantees with regard to the Central Spark Victoria Products, including all implied warranties and guarantees.

#### **4 Claims or questions**

**a.** For any claims or questions in relation to this Warranty please contact:

Central Spark Victoria  
105 Fords RD Yapeen 3451  
0429053381  
admin@central-spark.com

