

Solar Workmanship Warranty

POWERSMARTSOLUTIONS Pty Ltd (we, us, our, or PowerSmart) makes every effort to be fully transparent at all times. Accordingly, we have developed a Solar Workmanship Warranty.

Our Installations

All installations are carried out by Qualified Installers who hold the relevant licences and insurances to carry out all works outlined in the PowerSmart Supply Agreement ("supply agreement").

PowerSmart offers a limited installation services warranty for any defects in the work carried out by its qualified installers when installing a solar system. ("workmanship warranty").

Who receives the benefit of this workmanship warranty?

This warranty applies to the PowerSmart Customer named in the supply agreement at the nominated installation address entered into with PowerSmart from July 2010. Where the installation premise(s) has been transferred, PowerSmart will transfer this workmanship warranty to the new owner of the premise for the balance of the warranty period on the same terms.

Scope of this workmanship warranty

The workmanship warranty covers any defects that arise from the workmanship in installing your solar panels and solar inverter at the premises specified in the supply agreement.

It does not cover the system or any of its components, including the performance of the panels or the inverter (which is covered by separate manufacturer warranties and under law).

- For all work except the installation of a switchboard, the workmanship warranty period is 2 years from the date of completion of the installation.
- For work related to the installation of a switchboard, the workmanship warranty period is 1 year from the date of the installation of the switchboard.

Where the workmanship warranty applies, PowerSmart will either (at its discretion and cost):

- re-do or repair the installation; or
- replace any faulty part with a comparable new or refurbished part so that the installation is no longer defective.

Limitations and Exclusions of the workmanship warranty

- To the extent permitted by law, claims are excluded from the workmanship warranty where the defect or loss is or has been caused or contributed by:
- improper use of the solar system;
- failure to comply with manufacturer instructions;
- work on the system (including modifying, moving or relocating any part of the system, even if temporary) performed by someone other than us or our installer;
- you have not adhered to maintenance requirements set out in the installer Welcome Pack provided to you by our installer on the day of installation;
- Any act, omission, misuse, abuse, or damage (whether wilful, accidental or negligent) caused by the customer or a third party;
- Any extreme weather not for the location in which the system was installed (eg lightning, floods, power surges, pest damage, corrosion, land or building movement);

- Interference from other devices;
- General wear and tear;
- Events outside of design range caused by the distributor or network operator;
- a failure to promptly notify PowerSmart of any defects. You need to regularly check your system is working properly; or
- any works or parts which were not part of the Supply Agreement.

You must provide all reasonable assistance to PowerSmart to help us diagnose and remedy any defects over the phone. If you do not do so, costs to attend your premise may not be covered by this workmanship warranty.

[How to claim under this workmanship warranty](#)

To claim under this workmanship warranty, please contact PowerSmart in writing (we recommend and suggest Registered Mail):

- Address: PowerSmart Solutions Pty Ltd, PO Box 5561. Stafford Heights Qld 4053

You will need to provide:

- Your name, address and contact telephone number
- Outline of the nature of the workmanship defect
- Evidence of the workmanship defect
- A copy of the supply agreement

[You have other statutory rights](#)

This workmanship warranty applies in addition to any statutory rights or remedies you may have, including under the Australian Consumer Law. 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 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.