

# Standard Warranty

For all warranty claims please contact the below office details:

## **Head Office**

**Energy Smart Water**

**Ph: 1800 433 254**

**2 / 11 Dalkeith Drive, Dromana VIC 3936**

**Email: [sales@esw.com.au](mailto:sales@esw.com.au)**

Note: No warranty claims will be considered without proof of purchase. Energy Smart Water (hereafter ESW), Solimpeks' PVT panel Australian distributor, warrants that the PVT panels supplied by them will be free of;

- defects and/or failures due to manufacturing;
- defects and/or failures due to materials;
- cracking of the front glass surface due to foreign objects inside the glass 1; or non-conformity to specifications due to faulty manufacturing and/or inspection processes.

For a term of ten (10) years as from the delivery of the modules by ESW, or ESW representative, to the customer.

Should a module be defective, ESW will, in accordance with the provisions of the purchase, either repair the defect or supply a module with no defects at its sole discretion and at no cost to the customer.

In cases where a defect cannot be removed, the customer will be required to accept a replacement module. In the event that the replacement module is defective and cannot be repaired, the customer will be required to accept a further replacement module before he/she makes any further statutory warranty claims. If a warranty claim is made, ESW is to be informed immediately and the defective module is to be sent to ESW on request and at ESW's cost.

Reasonable costs for module removal and re-installation will be paid by ESW, subject to such costs being agreed prior to modules being removed or installed.

## **Terms Related to the Manufacturer's Warranty Certificate:**

The product warranty provided by ESW does not cover damages caused by usage of the collector in inappropriate conditions.

It is the end customer's responsibility to obtain the Warranty Certificate from the Authorised Agent. The Warranty Certificate is valid for a period of ten years from the date of signature and approval by an Authorised Agent.

The Warranty Certificate will be deemed invalid if:

- The Certificate is not signed, dated and approved by an Authorised Agent

- The Certificate is damaged, defaced or deformed to the point of being illegible and/or the serial number is erased
- The Product has not been installed and/or used and/or maintained in exact accordance with installation, operation and maintenance manuals provided by or approved by ESW
- Damage to the Product has been caused after installation
- Maintenance work on the product has been carried out by non-Authorised Service Agents
- A visual inspection has not been carried out annually, and a service carried out every two years by an Authorised Service Agent
- Damage has been caused to the Product due to evacuation of the solar fluid as a result of over-pressure in the system

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## Limited Power Output Warranty

Subject to ESW's determining, in its sole discretion, that any power loss is due solely to defects in materials or workmanship, ESW warrants the power output of the Volther PVT Module(s) as follows.

(a) Within the first ten (10) years from the date of sale to the Customer, the PVT Module(s) exhibits a power output of less than ninety percent (90%) of the original minimum rated power specified at the time of sale, or

(b) if a Module performs at less than 80% of the original minimum rated power specified at the time of sale within a period of twenty (20) years as from the date of sale by ESW or its Authorised Agents and provided the loss of output is attributed to the ageing of glass, the cell or EVA foil following investigation under standard industry test conditions (2), ESW will either repair or replace the Volther PVT Module(s). This applies only to land-based modules, or modules mounted on land-based buildings or installations. The Limited Power Output Warranty applies only to the ageing process of glass, the cell or the EVA foil selected for processing by ESW itself, not for such items processed at the request of the customer.

The repair or replacement of modules neither renews nor extends the Warranty period or the period of the Limited Power Output Warranty. ESW is entitled to deliver another type of module of similar or better output if at the time of the claim the modules which are the subject of the complaint are no longer manufactured. The modules which have been removed for exchanging will become the property of ESW.

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## Non-Recourse

The Limited Power Output Warranty shall not apply in cases of the reduced output of a module if it is attributable to a cause other than the ageing of the materials listed above. Recourse shall not be possible if major effects on the material of the module cause increased ageing symptoms due to the special circumstances of use.

The Limited Power Output Warranty shall not cover defects and/or failures of the Volther PVT Module(s) from the following causes even though such defects and/or failures are discovered within the applicable Warranty period:

a) defects and/or failures caused by devices and/or parts other than the Volther PVT Module(s) or by mounting methods of such devices and/or parts;

The power output values shall be those measured under standard measurement conditions as follows: (a) light spectrum of AM 1.5; (b) irradiance of 1,000w per m<sup>2</sup>; and (c) a cell temperature of 25 degrees

b) defects and/or failures caused by defective wiring, installation, or handling;

c) defects and/or failures caused by installations not in conformance with Volther PVT Module(s) specifications, installation manuals, operation manuals, or labels attached to the Volther PVT Module(s);

d) defects and/or failures caused by unauthorized maintenance, operation or modification;

e) defects and/or failures caused by removal from the original place of instalment;

f) defects and/or failures caused by repairs not in accordance with ESW's instructions;

g) defects and/or failures caused by inappropriate handling during transportation or storage;

h) defects and/or failures caused by use on a mobile unit including, but not limited to, vehicles, vessels, etc.;

i) defects and/or failures caused by external accidents such as fire, explosion, and civil disorder;

j) defects and/or failures caused by natural forces, acts of God or force majeure events and other unforeseen circumstances or causes beyond ESW's reasonable control including, but not limited to, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, lightning, snow damage, etc.; or

k) defects and/or failures caused by smoke and/or other pollution, salt damage, acid rain, etc.

The Limited Power Output Warranty will not be valid if the type or serial number of the module has been altered, deleted, removed or made illegible.

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## Limitation of the Power Output Warranty

The Limited Power Output Warranty shall not form the basis for further claims against ESW, in particular for compensation claims due to lost revenue, compensation for loss of use, indirect damage and claims for replacement due to damage occurring exterior to the product.

## Recourse of the Limited Power Output Warranty

If a customer believes he/she has a justified claim in respect of the Limited Power Output Warranty, ESW or an Authorised Agent should be informed immediately upon discovering the decrease in output. The original invoice or sales slip (showing the date of delivery, module type, and serial number) is to be presented at the same time.

The Manufacturer's Warranty and Limited Power Output Warranty shall apply to modules delivered as from 1st Jan 2020.

Both the above warranties are applicable only to Customers who have purchased the Volther PVT Module(s) either directly from ESW or from an Authorized Agent of ESW. To qualify for this warranty, a Customer must prove that the Volther PVT Module(s) was purchased from ESW or such Authorized Agent.

When applying for warranty coverage, ESW or ESW's Authorised Agent must be supplied with the Volther PVT Module(s) model name, a description of the defect and/or failure, and the serial number located on the Volther PVT Module(s) label attached to the side of the Volther PVT Module(s) at the time of manufacture.

## Conditions of Warranty

**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**

## Safety

- Supplied product must only be installed, commissioned, or serviced by qualified personnel.
- Scalding occurs at 50°C. This equipment can provide hot water above this temperature. Refer to AS3500.4.
- The connection, attachment, integration or general association of other equipment or parts that are not specified by ESW which either directly or indirectly affect the performance or operation of this equipment could void warranty.

## Water Quality

It is important that the PVT system is installed in water conditions that are suitable for its efficient long-term use. PVT product warranty is limited to the following conditions

Description	Max allowable
pH	6.5 to 8.0
TDS (total dissolved solids)	600mg/L
Total Hardness	200mg/L
Chlorides	150mg/L
Magnesium	10mg/L
Calcium	20mg/L
Sodium	150mg/L
Iron	1mg/L

Water supply must be sourced from municipal water supply.

Please contact the local authority for more information regarding the quality of water in your area.

**Water quality outside of the above recommendations will void warranty.**

## Warranty Exclusions:

- Where the product has not been installed, operated, maintained or serviced in accordance with the instructions supplied by Energy Smart Water.
- Where the product is not used according to the project specification.
- Water quality outside of the limits specified in this manual.
- Where the product is misused, damaged, neglected, abused, operated outside of instructions in this manual.
- Where damage is caused by an act of God, fire, lightning, flood, earthquake, landslide, storm, hail, frost, wind or other severe adverse weather conditions.
- Where cold water pressure level exceeds the maximum pressure specified in this manual.
- Where water hammer or water pressure spikes occur.
- Where any attempt has been made to repair the product other than by Energy Smart Water Pty Ltd. Accredited Service Agent.
- Where any attempt to replace parts on product other than by parts approved by Energy Smart Water.
- Where attempts to replace parts / maintain / repair without approval of Energy Smart Water.
- Where the PVT panels are located in a position that does not comply with the installation instructions or relevant statutory requirement.
- SUBJECT TO ANY STATUTORY PROVISIONS TO THE CONTRARY, THIS WARRANTY EXCLUDES ANY AND ALL CLAIMS FOR DAMAGES OR INJURY TO PERSONS, BUILDING, STRUCTURE, FIXTURES AND FITTINGS, FURNITURE, CARPETS, WALLS, FOUNDATIONS OR ANY OTHER CONSEQUENTIAL LOSS EITHER DIRECTLY OR INDIRECTLY DUE TO LEAKAGE FROM THE PVT PANELS, OR DUE TO LEAKAGE FROM FITTINGS AND / OR PIPE WORK OF METAL, PLASTIC OR OTHER MATERIALS CAUSED BY WATER TEMPERATURE, WORKMANSHIP OR OTHER MODES OF FAILURE.