

Disclaimer & Limited Warranty Terms (For Australia)

Allstar Solar Solutions Pty Ltd (“Allstar” hereafter) warrants its solar mounting system (“mounting system”) is free from defects in material, and workmanship for ten (10) years from the date (“Starting Date”) which the mounting system is purchased from Allstar, or its Authorised Distributor(s) (“Distributor”) in Australia. The Warranty Terms set out in this paper should not overwrite the rights of consumers stated in Australian Consumer Law (“ACL”). Consumer has the right to seek available remedies from Allstar such as repair, replace or refund if major defect has been found on the product in its sole discretion.

1.0 General Terms

1.1 Starting Date

The warranty starting date is the date which is shown on proof of purchase issued by Allstar or its authorised distributor(s), such as the Invoice Date. Starting date should not be extended in any circumstances without written confirmation by Allstar.

1.2 Expiry Date

The expiry date is strictly on the same date of starting date (Clause 1.1) after ten (10) years, or 120 months. Expiry date shall not be extended or renewed in any circumstances unless approval granted by Allstar or its distributors.

1.3 Proof of Purchase

Proof of Purchase must be supplied to identify the starting date (Clause 1.1) or otherwise the warranty claim can be rejected.

Accepted form of Proof of Purchase:

- a) Invoice issued by Distributor;
- b) Other document issued by Distributor confirmed the date and site details

1.4 Application(s)

Application of the mounting system should be in accordance to its design and purpose as described and installed in accordance to its wind load capacity and spacing outlined in the Installation Manual based on the Zones where it is being installed. The guideline set out on the structural engineering certificate must be met so to compliant with AS/NZS1170.2 and relevant building code stated on the engineering certificate.

1.5 Qualified Installation

A qualified installation refers to installation which has been by a qualified and licensed person who has been or has experience in installing and assembling the mounting system following the instruction outlined in the Installation Manual.

1.6 Design Alternation

Alternation to the mounting system design which is not mentioned or in discrepancy to the Installation Manual must be approved and signed off by a qualified structural engineer complying with local Building Code and Council regulation, or it is deemed to be an improper installation otherwise. A copy of the signed off design should be kept for record and future reference. It is recommended that such design is also submitted to Allstar as record and confirmation.

2.0 Exclusions and Limitations

This warranty will not apply and exclude to any defect and damage to the mounting system caused directly, or indirectly due to –

- a) Failure to comply with Allstar Installation Manual;
- b) Installation and assembly was not completed or supervised by a qualified installer who was qualified and licenced under local regulation or permitted to work in the solar industry as an installer, at place of installation;
- c) Assembled with parts, or components which are not an Allstar product or not an approved compatible parts (refer to Product List);
- d) Shipment or storage of the mounting system;
- e) Improper installation and design, maintenance, repair or use of the mounting system;
- f) Normal wear and tear;
- g) Misuse, neglect, abuse, accidental damage or modification to the mounting system;
- h) Failure to observe the instructions set out in the installation manual;
- i) Power failure, power surges, lightning, fire, explosion, flood, extreme weather conditions, environmental disasters or other causes outside Allstar's control, as determined by Allstar in its sole discretion;
- j) Structures where the mounting system fixed on due to lack of engineering assessment;
- k) D.I.Y. assembly and installation (unqualified installation);
- l) Screws and fastener not fixed correctly and securely.

3.0 Rights and Remedies

- 3.1 Consumer has the right to seek remedies under ACL if the mounting system has deemed to have major defects which has been proven by a qualified person with relevant testing conducted. Allstar will in its sole discretion to offer a repair, replace, or refund on the products affected.
- 3.2 Remedies will not be available if such claim was approved under a commercial decision and has no relation to the product quality, or the cause of damage falls into any exclusion in Clause 2.0.
- 3.3 Remedies is only available for claims that have been approved by Allstar or Distributor(s) with relevant and required supporting documents.
- 3.4 Replace, repair or refund is only applicable on parts deemed to be defective.

4.0 Warranty Claim and Limitations

- 4.1 Warranty claim must be submitted and delivered to Allstar or Distributor in writing immediately after discovery of issue such as email, facsimile, letter specifying the alleged issue.
- 4.2 Any claim for breach of this Limited Warranty must be brought within one (1) month after discovery of breach.

- 4.3 The return of any defective product(s) will not be accepted unless written approval granted from Allstar or Distributor.
- 4.4 Allstar or Distributor may decline and reject any warranty claim if insufficient document can be supplied or the defect cannot be supported by qualified engineer.
- 4.5 This Limited Warranty only applies to Allstar products which already have been installed or fixed on the structure. For defective parts found before installation you should stop continue the use of parts and contact Allstar or Distributor immediately for return or replace.
- 4.6 Damages due to transportation, storage, mishandling, by human, normal wear and tear, are not considered as warranty related issue (Clause 2.0).
- 4.7 Rust and stain on aluminium and stainless steel finishing can be normal due to environmental factor, chemical reaction, or aging which are not covered under this Limited Warranty if the structure of the parts and expected lifetime are not affected as such effect is deemed to be superficial.
- 4.8 This Limited Warranty only applies to parts manufactured and supplied by Allstar in the Product List.

5.0 Force Majeure

Allstar and Distributor shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under Limited Warranty due to occurrences of force majeure such as war, riots, strikes, and unavailability of suitable and sufficient labour, material, or capacity or technical yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

6.0 Disclaimer

- a) Replacement and repair parts are subject to availability in the location where the mounting system was installed. If parts are not available we will in our best to source a compatible parts to repair and replace the defective products.
- b) Allstar and Distributor shall not be liable and responsible to damages and loss on any property or any person or performance if the product is not at fault and the installation is not qualified.
- c) Allstar and Distributor shall not be liable and responsible to damages and injuries to any person who is installing and assembling the mounting system without protective equipment worn, correct use of tools and correct safety measurement on the installation environment.
- d) Damages and loss due to design alternation regardless the approval of qualified structural engineer and such damage and loss should be liable to the engineer.

7.0 Validity

a) This Limited Warranty apply to mounting systems sold and despatched on and after 01 March 2018 until newer version issued by Allstar.

8.0 Explanation, Escalation and Objection

a) Allstar will remain its right to the final explanation of the terms and contents written in this Limited Warranty, and such terms may subject to change without notice when newer version is issued.

b) Any escalation and objection to the final decision of the Warranty Claim should be delivered to Allstar or Distributor in writing specifying the reason with supporting documents.

9.0 Miscellaneous

9.1 Qualified Person

a) It is recommended that the Allstar mounting system is assembled and installed by a qualified person with experience and background in the solar installation and licenced to work as a solar designer and installer.

b) If the person who is assembling and installing the mounting system the person should be supervised and the work should be signed off by a qualified person to ensure the installation is correct and no structural concern and risk of damages.

c) Example of Qualified Person

- CEC Designer and Installer
- Structural Engineer
- Solar Installation Contractor

Contact:

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