

MANUFACTURER'S WARRANTY

This warranty is given by Allume Energy Pty Ltd (ACN 605 671 494) (**we, us, our**) to you, our Customer, in respect of the SolShare.

1. Definitions

1.1 In this warranty, terms have the following meanings:

- (a) **Applicable Consumer Laws** means the Australian Consumer Law (**ACL**) at Schedule 2 to the *Competition and Consumer Law Act 2010* (Cth), as amended from time to time or any other applicable consumer laws in Australia, the *Consumer Guarantees Act 1993* (NZ) or any other applicable consumer laws in New Zealand, or any other mandatory consumer warranties that apply in the country in which you purchased the SolShare.
- (b) **Authorised Distributor** means a third-party distributor authorised by us to sell and install the SolShare;
- (c) **Customer** means the purchaser of the SolShare;
- (d) **Installation Certificate** means the sticker and/or certificate recording the serial number of the SolShare, Authorised Distributor and date on which the SolShare is brought into service, which is provided to the Customer by the Authorised Distributor;
- (e) **SolShare** means the SolShare distribution board.
- (f) **Warranty Period** means 10 years from the date the SolShare is first brought into commission, as evidenced by the application used to complete installation of the SolShare.
- (g) **Website** means <https://allumeenergy.com/resources/>

2. Warranty details

- 2.1 This warranty is limited to the Customer including any subsequent Customer who the Customer assigns this warranty for the SolShare to, who has purchased a SolShare directly from us or one of our Authorised Distributors, provided that the SolShare is not uninstalled and reinstalled at a new location.
- 2.2 If the SolShare develops a fault or defect during the Warranty Period, subject to the terms below, we will repair or replace it (at our sole discretion).
- 2.3 During the warranty period for SolShare, we will, at our option, use reasonable efforts to repair or replace such SolShare determined to have a defect, provided that:
 - (a) the SolShare has been used within normal operating conditions;
 - (b) the SolShare has remained at all times connected to the internet;
 - (c) the SolShare has not been tampered with or opened;
 - (d) The SolShare serial number is legible and properly attached to the SolShare;
 - (e) you notify us of the suspected defect during the SolShare Warranty Period;
 - (f) we validate the defect;
 - (g) you comply with this clause 2.3, and
 - (h) the SolShare has been installed and commissioned by an Authorised Distributor.
- 2.4 We will determine if a defective part or the SolShare should be returned to us or the Authorised Distributor, and if so we will arrange shipping at our cost. Any SolShare without a validated defect will be returned to you at your expense. If we determine that it is not commercially practical to repair or

replace the SolShare with a validated defect, we will refund the purchase price received by us for such SolShare.

- 2.5 We offer this warranty on top of any guarantees imposed by the Applicable Consumer Laws.
- 2.6 This warranty does not apply to components which are separate from the SolShare including ancillary equipment and consumables (such as cables, fuses, wires and connectors) whether supplied by us or a third party. Some components may carry their own manufacturer warranty. See the product datasheet for the component in question for more details.
- 2.7 This warranty does not cover:
 - (a) reasonable fair wear and tear including cosmetic or superficial defects, dents, marks or scratches which do not affect or impede the operation or functions of the SolShare;
 - (b) damage as a result of any misuse, abuse, accident, negligence or failure to maintain the SolShare in accordance with the usage instructions on our Website;
 - (c) damage as a result of the Customer failing to comply with applicable safety regulations;
 - (d) damage caused by events beyond our reasonable control, including but not limited to flood, fire, theft, lightning, earthquake or extreme hot or cold weather;
 - (e) damage caused during transportation or installation by the Customer or a third party who is engaged by the Customer;
 - (f) damage caused by modifications or attachments by the Customer, or any third party engaged by the Customer, which were not provided or authorised by us;
 - (g) faults or defects caused by third parties, including third party products or work done by unauthorised service;
 - (h) faults or defects due to removing the neutral phase from any line without isolating the SolShare before, during and after such works;
 - (i) any incidental or consequential damages, loss of profits, loss of data or any other indirect damages; or
 - (j) any costs or expenses you incur for the procurement of substitute equipment or services.

3. Making a warranty claim

- 3.1 Warranty claims must be made within the Warranty Period and no later than 3 months after the date on which you become aware of the fault or defect, or after which the fault or defect became reasonably apparent.
- 3.2 To make a claim the Customer should first contact their Authorised Distributor and provide the details set out in clause 6 below.
- 3.3 The warranty claim may be dealt with by us or our Authorised Distributor by replacing or otherwise repairing the SolShare in accordance with clause 3.5.
- 3.4 The decision whether to repair or replace the SolShare is at our sole discretion unless there is a major failure as defined in the ACL or otherwise determined in accordance with Applicable Consumer Laws.
- 3.5 If the claim is covered, any repair or replacement of the SolShare will be performed by us or our Authorised Distributor as follows:
 - (a) we will arrange to collect and repair or replace the SolShare; and

- (b) we will deliver any repaired or replaced SolShare back to you.
- 3.6 If the claim is not covered, we will notify you and provide an explanation as to the reason why such coverage is not available and our reasonable estimation of the cost to repair the SolShare. You will have the option of either having the SolShare delivered back to you as is or engaging us to repair the SolShare. You will be responsible for any transport, travel and labour costs incurred in dealing with the claim.
- 3.7 If we elect to send a replacement part or component of a SolShare to you, in accordance with clause 3.5(a), we may, at our discretion, use new, used, or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired or replaced SolShare or SolShare parts, as applicable, will continue to be covered under the warranty for the remainder of the then-current Warranty Period for the SolShare.
- 3.8 We will determine whether a defective part, component or SolShare should be returned to us and, if so, we will instruct the Customer how to package and ship the SolShare or relevant part or component to the designated location. We will bear the cost of such shipment in accordance with this clause 3.8.

4. Our contact details

Address: 1/1 Bromham Place, Richmond, VIC 312, Australia

Phone: (03) 9427 0005

Email: warranty@allumeenergy.com.au

5. Statutory guarantees

- 5.1 Our goods come with guarantees that cannot be excluded under Applicable Consumer Laws. If you are a consumer in Australia, 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 goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 5.2 Nothing in this warranty is intended to limit any condition, warranty or right available pursuant to any Applicable Consumer Laws, except to the extent permitted under such legislation.

6. Claim details

If you are making a claim under the warranty or the statutory guarantees, we will require the following information:

- (a) your name;
- (b) your address;
- (c) serial number on SolShare;
- (d) a scanned copy of the purchase receipt;
- (e) warranty certificate of the SolShare;
- (f) name and contact details for your Authorised Distributor; and
- (g) description of the defect including a photograph of the SolShare.