

## MANUFACTURER'S WARRANTY

This warranty is given by Allume Energy (UK) Ltd (company registration number 13910719) (**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) **Authorised Distributor** means a third-party distributor authorised by us to sell and install the SolShare;
- (b) **Customer** means the purchaser of the SolShare;
- (c) **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;
- (d) **SolShare** means the SolShare distribution board.
- (e) **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;
- (f) **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 defect during the Warranty Period, subject to the terms below, we will repair, replace or refund it (at our sole discretion).

2.3 Subject to clause 2.6, we will, at our option, use reasonable efforts to repair or replace such SolShare, 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 attached to the SolShare as it was when the SolShare was installed;
- (e) you notify our Authorised Dealer of the suspected defect during the Warranty Period in accordance with clause 3;
- (f) we have validated 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 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 This warranty does not apply to components which are separate from the SolShare including ancillary equipment and consumables (such as but not limited to 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.

2.6 This warranty does not cover:

- (a) reasonable fair wear and tear, including but not limited to 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, lightening, 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) defects caused by third parties not engaged or authorised by us, including but not limited to third party products or work done by unauthorised service;
- (h) defects due to removing the neutral phase from any line without isolating the SolShare before, during and after such works;
- (i) any loss of profit, loss of revenue, loss of savings, loss of data, loss of business opportunity, loss of contract, or any indirect, special, consequential or incidental 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 defect or after which the 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.

3.4 We will determine if a defective part or the SolShare should be returned to us or our Authorised Distributor, and if so we will:

- (a) instruct the Customer how to package the part or SolShare; and
- (b) arrange collection or instruct the Customer how to ship the part or SolShare to us or our Authorised Distributor.

If the claim is covered, subject to clause 3.6, any repair or replacement of the part or SolShare will be performed by us or our Authorised Distributor and we will deliver any repaired or replaced part or SolShare back to you.

3.5 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 or replace the part or SolShare. You will have the option of either having the part or SolShare delivered back to you as is or engaging us to repair or replace the part or SolShare. You will be responsible for any transport, travel and labour costs incurred in dealing with the claim.

- 3.6 We may elect to send a replacement part of a SolShare to you in satisfaction of our repair and replacement obligations under this warranty.
- 3.7 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 or providing replacement parts.
- 3.8 The repaired or replaced SolShare or SolShare parts, as applicable, will continue to be covered under this warranty for the remainder of the then-current Warranty Period.

**4. Our contact details**

**Address:** 26 Store St, London WC1E 7BT

**Phone:** +44 20 8156 0131

**Email:** warranty@allumeenergy.com.au

**5. Statutory guarantees**

- 5.1 Nothing in this warranty shall limit or exclude any condition, warranty, term or right that cannot be limited or excluded by law.

**6. Claim details**

If you are making a claim under the warranty, 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.