



# Hardware Warranty

*Solar Analytics Pty Ltd*

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Solar Analytics Pty Ltd (Solar Analytics) warrants that all Solar Smart Monitor (SC-XX) monitoring equipment (Monitoring Hardware) will operate in accordance with their published specifications for a period of (5) years after the original purchase, as evidenced by the date on the seller's invoice.

## AUTHORISED DISTRIBUTION CHANNELS

Solar Analytics will honour the warranty term only for Monitoring Hardware sold directly through Solar Analytics or through an authorised distributor. Warranties will not be honoured for any Monitoring Hardware obtained from an unauthorised distributor or any other source.

## THIRD PARTY HARDWARE

Solar Analytics does not offer or provide any additional warranties to hardware not branded Solar Analytics. Such hardware will be subject to the Original Equipment Manufacturer (OEM)'s own warranty which may be less than (5) years. For hardware where Solar Analytics is the distributor, Solar Analytics shall transfer any transferrable warranty or indemnities offered by the OEM. The purchaser is responsible for maintaining all documentation required to process a warranty claim for a given hardware.

## RETURN OF PRODUCT

Monitoring Hardware may be returned by the purchaser for any reason within thirty (30) days of purchase for a full refund minus a 20% restocking fee. Returns will only be accepted of Monitoring Hardware in original condition and in original packaging. Monitoring Hardware that has been modified or excessively handled will not be accepted as a return. A copy of the seller's invoice must accompany any return.

## REPLACEMENT OF DEFECTIVE MONITORING HARDWARE

If Solar Analytics has determined that a replacement of one of its Monitoring Hardware is warranted, a Return Material Authorisation (RMA) will be issued. No Monitoring Hardware will be accepted as returned or defective without the issuance of an RMA, and failure to obtain an RMA will result in the purchaser bearing all costs associated with the shipping and handling of the returned Monitoring Hardware. An RMA will only be issued under the following conditions: (1) A specific issue has been identified with a particular Monitoring Hardware, (2) the purchaser or installer has made a good-faith effort to troubleshoot any installation problems, and (3) a Solar Analytics support representative has confirmed that there is a possible defect.

For any authorised Monitoring Hardware replacement, Solar Analytics will provide the replacement unit free of charge and postage to the address nominated. If Solar Analytics requests the defective Monitoring Hardware to be returned, Solar Analytics will pay the postage charges. Solar Analytics will additionally pay a fixed labour charge of \$100+GST per Monitoring Hardware replaced upon receipt of a valid tax invoice from the purchaser.

Replacement Monitoring Hardware may either be new or reconditioned. The purchaser is responsible for the return of all defective Monitoring Hardware to Solar Analytics or its authorised distributor within thirty (30) business days of the RMA being issued. If returned Monitoring Hardware is not received within thirty (30) business days of the RMA issue date, regardless of cause, the purchaser will be invoiced for the full cost of both the original and replacement Monitoring Hardware.

## LIMITATIONS OF WARRANTY

To the extent permitted by law, this warranty shall terminate and be of no further effect at the time the Monitoring Hardware is (1) damaged by extraneous cause such as fire, water, lightning, electrical surge, mishandling, etc, (2) not installed or maintained in accordance with the accompanying documentation, (3)

modified, (4) repaired or serviced by someone other than Solar Analytics or an approved representative, or (5) used in a manner or purpose for which the Monitoring Hardware was not intended.

Subject to the above and any conditions, warranty or right implied by any statutory consumer guarantee contained in any law (including the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law")) which cannot by law be excluded by agreement:

- I. there are no warranties beyond the expressed warranty offered with the sale of each particular Monitoring Hardware;
- II. except as specifically provided in this document, there are no other warranties, express or implied, including but not limited to, any implied warranties or fitness for a particular purpose;
- III. no information or advice given by Solar Analytics, its agents, or employees shall create a warranty or in any way increase the scope of the expressed warranty offered with the sale of each Monitoring Hardware.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE DEEMED 'CONSUMERS' WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW : The benefits given to the consumers in this warranty are in addition to any other rights and remedies the consumer is entitled to under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Consumers 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. By stating these rights, Solar Analytics does not vary or extend the remedies otherwise available to the purchaser.

## LIMITATION OF LIABILITY

Notwithstanding any other terms of this Hardware Warranty, the total aggregate liability of Solar Analytics for any loss whatsoever shall be limited to the purchaser's price of the affected product(s).

Notwithstanding any other term of this Hardware Warranty, in no event shall Solar Analytics be liable for loss of profits, revenues, product, contract, market or data or for any indirect, consequential, incidental, special or other similar damages.

For the avoidance of doubt the limitation and exclusion of liability stated above shall apply to liability on any legal or equitable basis including liability arising out of any breach of this contract or obligations under this contract, for breach of warranty, tort (including negligence), by way of indemnity, by statute (to the extent permitted by law), or any other legal theory.

## INDEMNIFICATION

Monitoring Hardware supplied by Solar Analytics are not designed, intended, or authorised for use in any applications involving life-support, or for any application in which the failure of the Solar Analytics supplied product could create or contribute to a situation where personal injury or death may occur.

## CONTACT

In case of questions regarding our Monitoring Hardware contact:

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