

1. INSTALLATION AND SYSTEM GUARANTEES

Mr Eco offers a whole-of-system warranty on the installation services of your solar system subject to clause 6 of this document.

We guarantee the workmanship of both ours and that of contractors in relation to the installation of the Solar System, and that the operation and performance of the system will be free from defects and faults for a minimum of five years and extending to match the individual product warranty. (Guarantee period) The measure of the warranty period begins on the system installation date.

Any such default or defect will be repaired by us when notified to us within the Guarantee Period. This will include replacing all or part of the System where necessary, within a reasonable time frame at no cost to you.

Assistance will be provided during the Guarantee period to you for any claims against the manufacturers of the system components by acting as your liaison with the manufacturer.

2. TRANSFER-ABILITY

This Installation Warranty is transferable by the original purchaser of the solar system to any subsequent purchaser of the premises at which the solar system is installed.

3. MAKING A CLAIM

If your solar system fails or breaks and you believe that this due to defective performance of the installation services, you may make a claim against us.

In order to make a claim against us, you must post, or email us a notice, using the contact details set out below. In your notice you must provide:

1. details of why you believe the installation services were performed in a defective manner;
2. a copy of your invoice, receipt or any other document which provides proof of purchase of the installation services;
3. details of any expenses you have incurred in making your claim; and
4. details of how we should contact you.

Within a reasonable time after receipt of your claim we will contact you to arrange a time to attend the premises at which the solar system is located.

A detailed complaint handling procedure is supplied with the system sales contract terms and conditions and can be provided on request.

4. REMEDIES

If we determine that the installation services were performed in a defective manner, but the failure is not a major failure and is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

If we determine that the installation services were performed in a defective manner and the failure is a major failure or is not capable of being remedied, you are entitled to:

1. cancel your agreement with us and get a refund and we must collect the solar system from the premises at which they are installed at our own expense; or
2. be paid compensation for the difference in value of the installation services delivered and what was paid for by you.

If we determine that the installation services were performed in a defective manner, we will also pay the substantiated reasonable expenses incurred by you in making your claim.

5. YOUR OBLIGATIONS

In order to have the benefit of this Installation Warranty:

1. you must have complied with all reasonable instructions (whether written or verbal) in relation to the care, repair and use of the solar system;
2. you must not have misused, neglected, damaged or modified the solar system
3. no-one, other than our installer, contractor or other authorised representative, can have worked on (including repairing or altering) the solar system at any time.

6. EXCLUSIONS

This Installation Warranty does not include:

1. your existing electrical installation, wiring or fuse box;
2. any malicious damage or abuse;
3. damage caused by vermin, animals or pests;
4. corrosion, oxidization, discoloration by mold, or the like;
5. damage caused by 'Acts of God', improper voltage or power surges, accidents or other acts beyond our reasonable control;
6. any alterations to your property which are a necessary consequence of the provision of the installation services;
or
7. any damage or loss of any kind that was not reasonably foreseeable or that could not have been expected to result from a failure to provide the installation services as required by your agreement with us.

7. JURISDICTION

This Installation product guarantee is to be construed in accordance with the laws of Victoria and any disputes will be determined by the exclusive jurisdiction of the courts of Victoria.

8. CONSUMER GUARANTEES

In addition to this Installation Warranty, installation services provided by us or on our behalf also come with guarantees that cannot be excluded under the Australian Consumer Law.

Please note that in addition to the rights and remedies set out in this document, you may also have other rights and remedies available to you under the law.