



Warranty Terms and Conditions of K2 Systems Pty Limited

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

K2 Systems Pty Limited (ABN 67 640 799 695) ("**K2 Systems**") provides a warranty in respect of its goods and services on the following terms:

1. Warranty

1.1. For the purposes of this warranty, "**Products**" includes products manufactured by K2 Systems or its associated entities and sold under our brand name "**K2**", but does not include any products which are attached to the K2 products, such as isolators, solar modules and wiring. Subject to the terms of this warranty statement, K2 Systems warrants that the Products will be free of defects in material and workmanship for a period of twelve (12) years from the date of commissioning ("**Warranty Period**").

1.2. This warranty applies to our Products delivered between 1 May 2021 and the day on which this warranty is amended by K2 Systems .

1.3. This warranty is intended solely for customers who have originally purchased our Products for their own personal use at their residential property or who have purchased a solar system with our Products installed as part of that solar system ("**Customer**"). This warranty does not apply to resellers, distributors, installation companies or second-hand owners who have purchased the Product from the Customer. Our warranty does not apply to Products that have been removed and reinstalled, except for repair purposes, or used for any other purpose.

1.4. This warranty is a voluntary and free benefit provided by K2 Systems to its Customers, which is separate from, and does not affect, any quality agreements which may exist between the Customer and the supplier of our Products (if this is not us).

1.5. The right to make claims under this warranty may not be transferred by the Customer to third parties.

1.6. Warranty claims can only be made within the Warranty Period. An extension of the Warranty Period under this warranty is not possible. The repair or replacement of a Product does not restart the Warranty Period applicable to that Product.

2. What K2 Systems must do under this warranty

2.1. If we receive a warranty claim that complies with the terms and conditions of this warranty statement, we will at our own discretion either repair the Product free of charge, supply a free replacement Product or reimburse you an amount equal to the Product's market value at the time of the warranty claim ("**Warranty Benefits**"). A component which is technically equivalent to the original component is also deemed to be a suitable replacement for the purposes of this clause 2.1.

2.2. The Warranty Benefits under clause 2.1 are the sole and exclusive benefits provided under this warranty. Other



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benefits or services are not provided under this warranty. .

2.3. Any warranty claim which is found to be made fraudulently or intentionally false will automatically result in the loss of the right to make any future warranty claims.

3. Exclusions and limitations

3.1. Claims under this warranty may not be validly made where a defect arises:

- due to forces of nature, force majeure and other unforeseeable circumstances outside our direct control, such as earthquakes, typhoons, hurricanes, volcanic eruptions, floods, lightning, snow damage or nuclear incidents;
- due to improper maintenance, including repair or modification made by third parties not expressly authorised by us;
- misuse, abuse, neglect or accident in storage, transportation, handling, installation, application, use or service of the Product;
- where the defect is a visual imperfection which does not affect the performance of the Product,
- due to normal wear and tear through use;
- as a result of failure to observe the applicable guidelines contained in the original K2 Base design report, any installation manual provided by K2 Systems, the applicable standards and building regulations and information from the static calculation for the mounting system or guidelines in the assembly instructions;
- in relation to rubber components or plastic components that have no weight bearing function and parts that are exclusively a mounting aid and have no effect on the weight bearing function of the Products.

3.2. The right to make a claim under this warranty also requires that our Products are used properly for their intended purposes and have been installed in accordance with the K2 Systems assembly instructions. It is a mandatory prerequisite for making a claim under this warranty that the safety instructions and warnings contained therein are complied with and the K2 Systems operating instructions have been observed.

3.3. Our total liability under this warranty is limited to the purchase price of the defective Product. We accept no liability in particular on the basis of this warranty for loss of profits, consequential loss or indirect loss, any failure of electrical capacity and/or loss of compensation from an energy supply company. Statutory warranty claims under the Australian Consumer Law remain unaffected.

4. Expenses

4.1. Our warranty does not include the shipping and packaging costs which must be borne by the Customer when making a claim under this warranty. In the event that a K2 Systems or its authorised representative comes to the premises of the Customer to carry out warranty work, we will charge the Customer for any associated labour costs for repair and replacement, travel expenses, travel time and expenses (**Rectification Expenses**). In the event that the defect of the Product falls under the terms of this Warranty, is caused by incorrect installation of the Product and the installer who performed the installation is no longer available to rectify the defect (**Installation Defect**), then K2 Systems will not charge the Customer for the Rectification Expenses associated with rectifying the Installation Defect, as long as the premises of the Customer at which the Installation Defect is to be rectified is located 25km or less from the premises of the retailer from which the Customer purchased the Product.

4.2. We accept no responsibility for the disposal of a defective Product, the return transport of a defective Product to us or the authorised supplier as well as delivery and reinstallation on the basis of this warranty.



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5. What you must do to claim under this warranty

5.1. Contact details for warranty claims:

K 2 Systems Pty Limited
Level 14, Australia Square, 264-278 George Street,
Sydney NSW 2000

Telephone number: 1300 527 978
Email: info@k2-systems.com.au

5.2. Claims under or in connection with this warranty must be made within the Warranty Period no later than six weeks after the occurrence of the defect or after the defect ought to have been detected ("**Defect Notice Period**"). The defect must be notified to us in writing (e.g. by letter or E-mail), either directly by the Customer or through the supplier who sold the Product to the Customer. Warranty claims which are made outside the Warranty Period or the Defect Notice Period will not entitle the Customer to the Warranty Benefits.

5.3. The Customer is only entitled to return Products to us after making a warranty claim if we give our prior written consent to such return.

5.4. When making a warranty claim, the Customer's claim under clause 5.2 must be accompanied by the following documents and information: contact details of the Customer, date of commissioning of the Product, K2 Base project report (if available), sufficiently detailed photos (overall view of the system and detailed picture of the defect) as well as the original or a copy of the invoice for the purchase of the Product or the order confirmation related to this.

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