

Warranty for Domestic and Private PV Systems in the UK

Job No:
Installation Branch:
Date of Commissioning:
Client Name:
Address:

Site Address if different:

Please Note:

- **the Installation Services and the Goods supplied are dealt with differently; and**
- **this warranty only applies where we provide the Installation Services and Goods for domestic and private use and does not apply to the use of the Installation Services or Goods for any commercial purpose.**

This warranty sets out the terms upon which Southern Solar Ltd offers warranty cover for the products supplied to you (Goods) and for the installation services provided to you by our registered installers (Installation Services).

Terms defined in our Terms of Supply bear the same meaning when used in this warranty. Your attention is drawn to our Terms of Supply, which includes provisions relevant to the warranty set out below.

Part 1

WARRANTY FOR INSTALLATION SERVICES

1. Installation Services

- 1.1 We warrant to you that the Installation Services will be performed by appropriately qualified and trained registered installers using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.
- 1.2 The duration of the warranty for the Installation Services shall be five years from completion of the Installation Services (Warranty Period).

2. Remedial Action

- 2.1 Where a valid claim in respect of the manner of performance of the Installation Services is notified to us in accordance with this warranty, we may arrange for the relevant Goods to be reinstalled by any of our registered or approved installers or, at our sole discretion, refund to you the charge for the relevant part of the Installation Service (or a proportionate part of such charge), in which case we shall have no further liability to you.

3. Exceptions

- 3.1 This warranty will not apply unless:

- (a) the Goods have been installed by one of our registered installers and has been properly used and maintained throughout the Warranty Period; and
- (b) you have informed us of the alleged defect within the Warranty Period and within a reasonable period of your discovering the alleged defect.

- 3.2 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval. In particular, this warranty does not cover:

- (a) damage caused by any falling or flying object;
- (b) failure by you to properly maintain or to protect the building that the system is installed on (if any);
- (c) vandalism;

- (d) theft or attempted theft;
- (e) incorrect operation of the system by you or any third party;
- (f) tampering or interference with the system by you or any third party, including any works carried out by the suppliers of the photovoltaic panels and / or the inverters; or
- (g) damage caused by any Force Majeure Event as defined in this warranty.

3.3 In the event that you carry out any work on the system or permit any other party including without limitation any supplier of the photovoltaic panels or the inverters (other than us or one of our registered installers) to carry out any work on the system then where it is reasonable for it to do so, this warranty shall immediately and automatically become void and of no further effect.

4. Your Obligations

- 4.1 You agree that you will promptly provide all information and support (including access to site and services) reasonably necessary to enable us to evaluate any alleged defect and to perform our obligations under this warranty.
- 4.2 You agree that all premises, plant, power, and other inputs that you providing for the installation and use of the Goods are reasonable, are fit for purpose and will be properly used and provided.
- 4.3 You agree to reimburse us for any reasonable costs that we may incur as a result of your making a claim under this warranty that results in our attending the property where the system is installed if we are able to subsequently show that the problem with the system was due to one of the exceptions stated in clause 3.

5 Independent Expert

- 5.1 Any dispute as to whether a defect is covered by this warranty shall be immediately referred at the request of either you or us to an independent expert whose identity shall be agreed by you and us. If we cannot agree on an independent expert either you or we may refer the matter to the conciliation service referred to in our Contract to appoint such an independent expert. If the conciliation service is unavailable to do so for any reason, then the independent expert shall

be appointed by the President for the time being of the trade association or professional association in the UK that most closely affects the Goods.

6. Assignment of Warranty

- 6.1 The benefit of this warranty shall be exercisable by you or, in cases when the property to which a system has been installed is sold within the Warranty Period, to the new legal owner of the property. It may not be transferred to any other third party.

7. Contracts (Rights of Third Parties) Act 1999

- 7.1 This warranty is only for your benefit and the benefit of any person that you transfer it to in accordance with the terms of this warranty. No other person is intended to have any rights under or in connection with this warranty.

8. Law

- 8.1 This warranty shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

9. Events Outside Our Control

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this warranty that is caused by events outside our reasonable control (Force Majeure Event).
- 9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
 - (a) strikes, lock-outs or other industrial action unless such action is limited solely to our employees;
 - (b) civil commotion, riot, rebellion, revolution, insurrection of military or usurped power, invasion, terrorist attack or threat of terrorist attack, hostilities, act of foreign enemies, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural or human caused

- (d) physical disaster;
impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) pandemic or epidemic;
- (g) maritime or aviation disasters;
- (h) lightning;
- (i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (j) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (k) the introduction of or any changes to any statute, regulations or byelaw of any government, local or other duly constituted authority;
- (l) adverse weather conditions regardless of severity; and/or
- (m) any other event beyond our reasonable control.

9.3 Our obligations under this warranty are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under this warranty can be performed despite the Force Majeure Event.

10. Limitation of Liability

- 10.1 Subject to clause 10.2 and clause 10.3, if either of us fails to comply with this warranty, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with this warranty.
- 10.2 Subject to clause 10.3, neither of us shall be responsible for losses that result from our failure to comply with this warranty which fall into the following categories:
- (a) loss of income or revenue;
 - (b) loss of profit;
 - (c) loss of business;

- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) any waste of time.

However, this clause 10.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

10.3 Nothing in this warranty excludes or limits in any way our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

11. Other Provisions

11.1 If any court or competent authority decides that any of the provisions of this warranty are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

PART 2

WARRANTY FOR GOODS

12. Manufacturer's Product Warranty

- 12.1 Most Goods supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Goods is notified to us by you in accordance with this warranty, we will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the Goods or the part in question) or (at the manufacturer's discretion) a refund of the price of the Goods (or a proportionate part of the price), in which case we shall have no further liability to you under Part 2 of this warranty although we may still have other legal obligations to you.
- 12.2 In the case of solar photovoltaic systems (PV Systems), the warranties provided by

the manufacturers for the main components of the Goods are generally:

- (a) Photovoltaic panels (PV Panels): up to 5 years for a manufacturing defect in material and workmanship and up to 25 years output guarantee;
- (b) Inverters (which convert DC electricity into AC electricity): up to 5 years with the option to purchase extended warranties up to 20 years
- (c) up to 10 years on Hilti mounting frames (the frames upon which the PV Panels are mounted).

Please refer to the attached warranties provided by the manufacturers particular to your system.

Part 3

CLAIMS

13.1 All claims under this warranty must be received by us before the expiry of the Warranty Period. Any claims received after the end of the Warranty Period shall be of no effect and we shall not be obliged to deal with them under this warranty.

13.2 During the Warranty Period:

- (a) in the event that you wish to make a claim under either Part 1 or Part 2 of this warranty (or under both parts) you should write to us at:

Southern Solar Ltd
Head Office
Unit 1
The Byres
Wellingham Lane
Ringmer
Lewes
BN8 5SN

- (b) all claims under this warranty should be sent to us using the above details and not sent to any of the suppliers of the Goods, this is to allow us to repair or remedy any defect to the extent covered by the warranty for the Installation Services first.

13.2 After the end of the Warranty Period:

- (a) you may still be able to make warranty claims directly to the manufacturers of any of the Goods under the guarantees referred to in clause 12 above, in such circumstances your claim should be addressed directly to the manufacturer in accordance with the details of the product guarantee provided to you with this warranty;

- (b) we will charge for any call out, repair or other services we provide, we will agree these charges with you before proceeding with any chargeable work.

13.3 When making a claim under this warranty we will need you to provide us with the following details:

- (a) your name;
(b) a contact telephone number;
(c) the address of the property where the system is installed; and
(d) the nature of the problem.

We may ask you for additional information and you agree to provide us with that information in a timely manner to assist us in assessing your claim.

13.4 If you need to contact us or you have any queries in respect of this warranty please either write to us at the above address or telephone us on: **0845 250 1260**.

Part 4

IMPORTANT INFORMATION

14. This warranty is in addition to your legal rights in relation to goods which are faulty or services which are not carried out with reasonable skill and care or in the case of goods or services which otherwise do not conform with our Contract with you. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15. This warranty only applies where we provide the Installation Services and Goods for domestic and private use and does not apply to the use of the Installation Services or Goods for any commercial purpose.



Signed on behalf of Southern Solar Ltd:

Howard Johns (Managing Director)