



**NEXTGENERATION**  
E N E R G Y

## 1. INTRODUCTION

This warranty applies to the supply and installation of the solar panel modules, inverters and the mounting supplied by Next Generation Energy. The system will be professionally installed by Next Generation Energy at the address you listed in the agreement. We will refer to the installation location as your “Property” or your “Home.” This warranty covers performance of the system, as a whole, for a period of 10 years, from the date of completed installation. We look forward to helping you produce clean, renewable solar power at your home.

## 2. WARRANTIES

Next generation energy warrants the system as follows:

### (A)(i) System Warranty

During the entire term in agreement, under normal use and service conditions, the system will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the “System Warranty”);

### (ii) Roof Warranty

When we penetrate your roof during a system installation we will warrant roof damage we cause due to our roof penetrations. This roof warranty will run the longer of (A) one (1) year following the completion of the system installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof (the “Roof Warranty Period”); and

### (iii) Repair Promise

Next Generation Energy will honour the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labour costs). when you submit a valid claim to us under this installation warranty. If we damage your home, your belongings or your property we will repair the damage we cause or pay you for the damage we cause as described in Section 5. Next Generation Energy may use new or reconditioned parts when making repairs or replacements. Next Generation Energy may also, at no additional cost to you, upgrade or add to any part of the system to ensure that it performs according to the guarantees set forth in this warranty. Cosmetic repairs that do not involve safety or performance shall be made at Next Generation Energy’s discretion.



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## (b) Warranty Length

(i) The warranties in Sections 2(a)(i) and (iii) above will start upon completion of your new system at your home and continue for never less than 10 years. Thus, for as long as you purchased the System from Next Generation Energy, you will have a system warranty.

(ii) The roof warranty period may be shorter than the system warranty, as described in Section 2(a)(ii) above.

(iii) If you have purchased a property that has an existing Next generation energy system; this warranty will cover you for the remaining balance its term.

## (c) Output Warranty

The system's electrical output during the first 10 years of the term shall not decrease by more than the manufacturer's warranty.

## (d) Maintenance and Operation

### (i) General

When the system is installed Next Generation Energy will provide you with hand over documents. This will contain system operation and maintenance instructions, service information, system commission checklist and shutdown procedure.

### (ii) Monitoring

The monitoring service requires an internet line to operate. Therefore, during the term, you agree to maintain the communication link between the system and the internet. You agree to maintain and make available, at your cost, a functioning indoor internet connection with one available wired ethernet port and standard AC power outlet within eighty (80) feet of the system's AC/DC inverter(s). This communication link must be a 10/100 Mbps ethernet connection that supports common internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high-speed Internet line then we will not be able to monitor the System.



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## (e) Making a Claim; Transferring this Warranty

### (i) Claims process

You can make a claim by:

- emailing us at the email address in Section 7 below;
- writing us a letter and sending it overnight mail with a well-known service.

### (ii) Transferable Limited Warranty

Next Generation Energy will accept and honour any valid and properly submitted warranty claim made during any lease term by any person who either purchases the system from you or to whom you properly transfer the lease.

## (f) Exclusions and Disclaimer

The warranties and guarantee provided in this warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- someone other than a Next Generation Energy employee or its approved service providers installed, removed, re-installed or repaired the system;
- destruction or damage to the system or its ability to safely produce power not caused by Next Generation Energy or its approved service providers while servicing the system (e.g. if a tree falls on the System);
- your failure to perform, or breach of, your obligations under the Term (e.g. you modify or alter the system);
- your breach of this warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- any Force Majeure Event (as defined below);
- shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- any system failure or lost production not caused by a system defect (e.g. the system is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and
- theft of the system

This warranty gives you specific rights, and you may also have other rights which vary from state to state. This warranty does not warrant any specific electrical performance of the system, other than that described above.



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### 3. SYSTEM REPAIR, RELOCATION OR REMOVAL

#### (a) Repair.

You agree that if (i) the system needs any repairs that are not the responsibility of Next Generation Energy under this warranty, (ii) the system needs to be removed and reinstalled to facilitate remodelling of your home or (iii) the system is being relocated to another home you own, you will have Next Generation Energy, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

#### (b) Removal/Moving.

Next Generation Energy will remove and replace the System from your roof while roof repairs are being made for a payment of \$499. You will need to provide storage space for the system during such time. Next Generation Energy will work with you to conduct an audit of your existing Home and new home to determine if a move is commercially feasible. This audit will cost \$499. If Next generation energy determines that a move is commercially feasible, it will then move the System for an additional payment of \$499.

### 4. FORCE MAJEURE

If Next generation energy is unable to perform all or some of its obligations under this Warranty because of a Force Majeure Event, Next generation energy will be excused from whatever performance is affected by the Force Majeure Event, provided that:

(a) Next Generation Energy, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;

(b) Next Generation Energy's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and

(c) No Next Generation Energy obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.



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“Force Majeure Event” means any event, condition or circumstance beyond the control of and not caused by Next Generation Energy’s fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Next Generation Energy’s failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Next Generation Energy including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Next Generation Energy or under its control.

## **5. LIMITATIONS ON LIABILITY**

### **(a) No Consequential Damages**

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2(c) AND 5(C) UNDER THIS WARRANTY, AND IN NO EVENT SHALL NEXT GENERATION ENERGY OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **(b) Limitation of Duration of Implied Warranties**

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.



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## (c) Limit of Liability

Notwithstanding any other provision of this warranty to the contrary, Next Generation Energy's total liability arising out of relating to this limited warranty shall in no event:

- For system replacement: exceed the greater of (a) the sum of the lease payments over the term of the lease; and (b) the original cost of the system; and
- For damages to your home, belongings and property: exceed two million dollars (\$2,000,000).

## 6. NOTICES

All notices under this Limited Warranty shall be made to the addresses listed below:

### OUR CONTACT DETAILS

Next generation energy PTY LTD

439 wagga rd Lavington 2641

Attention: Daniel Ladgrove

Mobile: 0417769217

Email: [Daniel@nextgenenergy.com.au](mailto:Daniel@nextgenenergy.com.au)