



## WARRANTY TERMS AND CONDITIONS For New Zealand Market only

### A. Background and Scope of Solis Warranty:

Ginlong Technologies Co., Ltd. (hereafter referred to as "Ginlong Solis", "we" or "us") sells Solis Products to New Zealand either directly itself or through an Authorised Distributor in New Zealand. Ginlong Solis grants a Solis Standard Warranty of 5 years in respect of Solis Inverter or 2 years in respect of Solis Accessories to a customer that the owner of the applicable Solis Product (hereafter referred to as "Customer" or "you"), and the Customer may make a Warranty claim under the applicable Solis Warranty subject to and on the terms of this document.

You may choose to register and to purchase an Extended Warranty in respect of a Solis Inverter in accordance with this document. For the avoidance of doubt, no extended warranty may be purchased in respect of Solis Accessories, only the 2 year of Solis Standard Warranty will apply. Ginlong Solis authorises Solis Australasia Pty Ltd (ACN 145 320 181), a wholly owned subsidiary of Ginlong Solis (hereafter referred to as "Solis Australasia") to provide services to comply with the applicable Solis Warranty, and as the entity to which any Warranty claim must be made.

The Solis Warranty under this document is available on and from 1st July 2023 ("Warranty Validation Date"). Unless otherwise agreed in writing, the Solis Warranty under this document is not applicable to the Solis Product sold prior to the Warranty Validation Date. For the avoidance of doubt, for the Solis Product that was sold prior to the Warranty Validation Date, the original terms and conditions supplied with that Solis Product will continue to apply.

### B. Warranty claim:

Only A Warranty claim may be made in respect of a Solis Product if a defect exists at the time of the commencement of, or arises during, the applicable Warranty Period as a result of defective materials, or defective manufacture.

### C. Making a Warranty claim:

1. Subject to any rights you may have at law, in order to claim under any Solis Warranty under this document, by notice, in writing, you must notify Solis Australasia of the defect within 30 days after the time that the defect first became apparent to you at the following:

Service Department Contact Details:

T: +61 (03) 8518 5732

E: [service@solisinverters.com.au](mailto:service@solisinverters.com.au)

Address: 5 / 109 Tulip Street, Cheltenham, Victoria, 3192

ABN: 89 145 320 181

2. Within 3 days after the date you have notified us of the defect in accordance with Section C.1, you must complete warranty claim on line at [www.solisinverters.com.au](http://www.solisinverters.com.au) accompanied with details of the product defect, the purchase invoice, the serial number of the Solis Product and, where necessary, proof of payment of the applicable Extended Warranty. A warranty claim may be rejected should you fail to provide the said information / proof.

### D. Costs and expense of making a Warranty claim:

1. Subject to any rights that you may have under the New Zealand Consumer Law, any cost or expense that you incur in making a Warranty claim or receiving the benefit of the applicable Solis Warranty, is for your account. Further, it is your responsibility to substantiate any Warranty claim in respect of any Solis Warranty, including as stated in this document, and to satisfy any condition of making a Warranty claim, including proving any defect and the cause of that defect.

2. If Solis Australasia receives a Warranty claim demonstrating a defect and the cause of that defect, and otherwise compliant with this document, Solis Australasia will provide services on behalf of Ginlong Solis to comply with the applicable Solis Warranty, which may result in the replacement or repair of the applicable Solis Product.

3. If any Solis Product is replaced or repaired under the applicable Solis Warranty, that Solis Product replacement will have the benefit of a warranty period equal to the greater of the remaining period of the original Warranty Period or three months whichever is greater. The remaining warranty period in respect of the Solis Product replacement will be registered by Solis Australasia automatically and you will not receive a new certificate for the remaining Warranty Period.

4. If any Solis Product or any part thereof is replaced by Solis Australasia under the applicable Solis Warranty, all of the right, title and interest in that Solis Product or part replaced shall transfer to and vest in Ginlong Solis upon it being replaced. You must, at your cost, return to Solis Australasia any replaced Solis Product or part in the original packaging or equivalent. If the Solis Product or the part replaced is not received by Solis Australasia within 60 days from the date of its replacement, you will be charged for the Solis Product or the part at the current price for a new part/device, and you must pay that charge on payment being required and such charge will become due and payable immediately. In addition, the applicable remaining warranty period for that Solis Product replacement pursuant to Section D.3 will also become void from the date that is 5 days after the date of requirement for payment, unless otherwise agreed by us in writing.

5. If you make a Warranty claim and: (a) a service provider of Solis Australasia attends your premises in relation to the Warranty claim; or (b) you return the

Solis Product or part to Solis Australasia, in circumstances where there is no defect or any defect is not covered by the applicable Solis Warranty, you will be charged for the call out fee of the service provider or the cost and expenses incurred by Solis Australasia, and you must pay that charge on payment being required.

6. To the extent permitted by law, a Warranty claim under the applicable Solis Warranty is the exclusive and sole action, claim, right and remedy that the Customer has arising from, in connection with, in relation or in respect of any defect and the consequence of any defect, direct or indirect, including any cause of action whatsoever or howsoever arising, including for any breach of contract or any duty of care.

### E. Solis Products subject to this Warranty:

For the purpose of each applicable Solis Warranty, Solis Product means Solis inverter ("Solis Inverter") or any Solis accessories (including communications dongles and export power management devices) ("Solis Accessories") which:

1. was manufactured by or on behalf of Ginlong Solis;  
2. bears a trademark owned or used by Ginlong Solis (generally "Solis");  
3. was purchased directly from Ginlong Solis or from an Authorised Distributor in New Zealand;

4. was installed by Solis Australasia or its authorised service agent, or installed by a qualified installer approved by Clean Energy Council (CEC) or equivalent New Zealand electrical and solar PV accreditation in accordance with the installation instructions supplied with the Solis Product; and  
5. was purchased in New Zealand by an authorised agent, but the applicable Solis Warranty does not include fuses and any other part that may wear over time, which for the purposes of applicable Warranty is not a defect.

### F. Warranty exclusions and disclaimer

Ginlong Solis and Solis Australasia shall not be liable under any applicable Solis Warranty in respect of defect:

1. if the Solis Product does not belong to the person making the Warranty claim, including but not limited to stolen;

2. if that defect is not notified to Ginlong Solis or Solis Australasia within the applicable Warranty Period in accordance with this document;

### Ginlong Technologies Co., Ltd.

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Tel: ( +86 ) 574 6578 1806 | Web: [www.solisinverters.com](http://www.solisinverters.com)

3. if that defect has been caused by any other circumstance, event or matter, such as another component in the Customer's photovoltaic system, or any other component, device or appliance at the installation site;

4. if that defect could not be identified upon examination of the Solis Product at the time purchased or installed;

5. unless the Solis Product was installed by Solis Australasia or its authorised service agent, or installed by a qualified installer approved by CEC or equivalent New Zealand accreditation in accordance with the installation instructions supplied with the Solis Product;

6. unless the Customer has paid in full all amounts owing to Ginlong Solis when it is payable and due;

7. if that defect is contributed to or caused by any improper use of the Solis Product, including failure to comply with any instruction supplied with the Solis Product, or use of the Solis Product for any purpose other than that for which the Solis Product was designed or intended, etc.;

8. if that defect occurs wholly or partially as a result of any act or omission by the Customer, or any person, other than a person employed or sub-contracted by Ginlong Solis;

9. if the Solis Product is not satisfactorily maintained, is subject to any misuse, neglect, accident or abuse or the Customer continues to use the Solis Product after that defect becomes apparent;

10. if the Solis Product is repaired, or any attempt is made to repair the Solis Product, by anyone other than a CEC accredited or New Zealand equivalent repairer authorized by Solis Australasia, or its authorised service agent acting at the direction of Solis Australasia;

11. if the Solis Product is moved for any reason after it has been installed (regardless of whether the Solis Product is subsequently reinstalled or moved back to the same location) unless the Solis Product is reinstalled at the same address by a CEC qualified installer or New Zealand equivalent nominated by Solis Australasia and it is stored during any interim period in accordance with that installer's instructions;

12. for any damage or defect caused by lightning, flood, power surge, fire, pest damage, corrosion, actions of third parties or any other circumstance, event or matter (including any act of God or accident), outside Ginlong Solis' reasonable control and not arising under normal and standard operating conditions;

13. if the Solis Product is altered or modified in any way (including if the Solis Product's serial or identification number is altered, defaced or removed) unless such modification has been approved in writing by Ginlong Solis prior to that alteration or modification;

14. If that defect arising from normal wear and tear; or

15. If that defect does not affect the basic performance of the Solis Product,



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notwithstanding any external scratch or stain, or natural mechanical wearing which does not represent a defect.  
 Each item in this Section F is to be construed and interpreted separately and distinctly, and is to be given the broadest meaning practicable.  
 For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the New Zealand Consumer Law or the New Zealand Competition and Consumer Regulations and which are not expressly included in this document as additional warranties or conditions are excluded.

#### **G. Warranty holder and transferability**

1. Subject to Section G.2, the applicable Solis Warranty is to be provided only to the owner of Solis Product and is not transferrable other than to the owner for the time being of the applicable Solis Product.  
 2. This Warranty is transferrable and a Warranty claim may be made by the owner of the Solis Product for the time being if the person making the Warranty claim in respect of the applicable Solis Product is able to provide ownership and provides a copy of proof of purchase of the Solis Product and, if applicable, proof of payment for the Extended Warranty.

#### **H. Internet Connectivity and Data Protection**

##### **1. Internet Connectivity**

Buyer acknowledges that the relevant power authority either may have already, or may in the future, mandate that solar and battery systems installed within its jurisdiction be dynamic export capable as a condition precedent for Buyer to be permitted to connect to the grid. Further, Buyer acknowledges that it may be directed or required to subscribe to a flexible export arrangement with the relevant power authority via a stable internet connection to be provided by Buyer at its cost.

Buyer is solely responsible for providing and updating such software as may be necessary or convenient or as directed from time to time by the relevant power authority in the Buyer's jurisdiction. Buyer is to provide a stable, working, virus free, and defect free internet connection to the grid operated by the relevant power authority. This stable internet connection is to be made available to the relevant authority and maintained in good working order at the sole risk and cost of the Buyer.

Buyer acknowledges its sole responsibility to address and resolve any internet connectivity issues that may arise from time to time.

Buyer warrants that it will comply with all conditions, directives or requirements published by the Clean Energy Council or New Zealand equivalent from time to time for connection of its solar and battery or related equipment to the grid.

Buyer warrants that it will allow and authorise SOLIS AUST or any of its employees, authorised agents, or representatives access to all data generated by any solar and battery or related equipment and to allow any monitoring or testing to be conducted remotely via an internet link.

Buyer acknowledges that allowing and authorising SOLIS AUST and its employees, authorised agents, or representatives, remote access to monitored systems by an internet link is to expeditiously resolve any issues that may arise. For this purpose, Buyer will provide to SOLIS AUST and its employees, authorised agents, or representatives such passwords or access codes as may be needed to remotely access, update or repair such monitored system.

SOLIS AUST warrants to the Buyer that any data gathered by any employee, authorised agent, or representative while accessing a monitored system shall be treated as confidential information and not disclosed to any person except with the consent of the Buyer or as may be directed by the relevant power authority.

##### **2. Data Protection**

1). In making any Warranty claim you consent to our accessing, collecting, processing, storing, using, and sharing by any means information in any way arising from, in connection with, in relation to or in respect of any defect and its causes, including detection, identifying and debugging when providing applicable Solis Warranty services ("Data"). All Data collected will remain your property and you represent and warrant to us that you have obtained all consents necessary for us to access, collect, process, store, use and sharing any means, and otherwise use, Data, without restriction. You must ensure that all steps are taken and maintained so that any access, collection, processing, storing, use or sharing, or any use otherwise, of the Data as envisaged by this document will not breach any applicable data protection laws.  
 2). If you return any Solis Product to us, you must back up any information stored in Solis Product. We are not responsible for any loss or any information

stored in Solis Product.

3). In returning any Solis Products to us, you authorise us, in our absolute discretion, to transfer the returned Solis Products to our service centre in any other country, in which we will not be responsible for how any returned Solis Product is handled.

4). To the maximum extent permitted by law, under no circumstances shall we or any of our officers, directors, employees or affiliated companies be liable for any damage or loss whatsoever and howsoever arising from, in connection with, in relation or in respect of any Data or any information stored in Solis Product (including any act or omission in respect of it).

#### **I. Warranty Period**

The period during which the Solis Warranty is in effect will depend upon the Solis Product to which it relates and the type of Solis Warranty selected. In all cases the commencement date for the warranty period is the date, at the later of: (a) Solis Product is installed at your premises; or (b) the actual date of purchase, as reflected on the receipt or proof of purchase from Ginlong Solis or the Authorised Distributor ("**Warranty Commencement Date**"), and will end on a date based on the type of Solis Product and the type of Solis Warranty selected unless the applicable Solis Warranty is void earlier in accordance with this document in which case the warranty ends on the void date ("**Warranty Period**"), please refer to the Warranty Period for each of the Solis Warranty as follows:

Other than the Solis Standard Warranty, each Solis Warranty listed in the first column of the above table is an Extended Warranty deal with in greater detail in Section J. b. For the avoidance of doubt, the Warranty Commencement Date under this document must be on and from the Warranty Validation Date.

#### **J. Types of warranty**

##### **a. Solis Standard Warranty**

<b>Solis Warranty</b>	<b>Solis Inverters</b>	<b>Solis Accessories</b>
Solis Standard Warranty	5 years from the Warranty Commencement Date	2 years from the Warranty Commencement Date
Solis Optimum 10 Warranty	10 years from the Warranty Commencement Date	N/A
Solis Optimum 15 Warranty	15 years from the Warranty Commencement Date	N/A
Solis Optimum 20 Warranty	20 years from the Warranty Commencement Date	N/A
Solis Extra Warranty	10 years from the Warranty Commencement Date	N/A

On and from the Warranty Commencement Date, you are entitled to the Solis Standard Warranty Services, free of charge, as follows:

- Solis Australasia at its election will replace or repair the defective Solis Product or, refund or credit an amount equal to the purchase price of the defective Solis Products, net of all taxes, charges or other levies paid.
- Solis Australasia may, at its own discretion, use a new or refurbished product for replacement.
- Unless otherwise agreed by Solis Australasia in writing, the following costs or services are not covered under the Solis Standard Warranty:
  - costs or services of removal or installation of Solis Products (including Solis Product or part replaced) ;
  - costs or services of removal of damaged or installed default Solis Product;
  - costs or services of transporting Solis Products replaced ;and
  - transport cost incurred in relation services provided by Solis Australasia.
- In all cases, if the Customer's premises are located more than 50 kilometres from the nearest Ginlong Solis' authorised service agent's locations, then the Customer will be liable for any freight costs, fees, charges or levies Solis Australasia or its authorised service agent may incur as a result of fulfilling its obligations to comply with the applicable Solis Warranty.

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### **b. Extended Warranty**

Unless otherwise agreed by us in writing, you may, at any time within the first 12 months after the Warranty Commencement Date, register and purchase any of the following extended warranty for Solis Inverter ("**Extended Warranty**"), at [www.solisinverters.com.au](http://www.solisinverters.com.au):

Unless otherwise stated in the document, the commencement date of your Extended Warranty remains the Warranty Commencement Date, not the purchase date of your applicable Extended Warranty.

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Extended Warranty is only valid from the date when full payment has been receipted by Solis Australasia.

### **K. Limitation of Liability**

Except for the Warranty (as applicable) set out above, and except for any liability in connection with the supply of Solis Product imposed on Ginlong Solis by *Consumer Guarantees Act* or relevant laws of New Zealand and other similar state and territory legislation (including for breach of implied conditions and warranties) which cannot, or which can only to a limited extent, be lawfully excluded, all liability of, and conditions and warranties relating to the supply of the Solis Products by Ginlong Solis, to the maximum extent permitted by law, are hereby expressly excluded.

Any such liability which cannot be lawfully excluded is limited, at Ginlong Solis' option, to any one or more of the following:

- the replacement of the Solis Product or the supply of equivalent product;
- the repair of the Solis Product;
- the payment of the cost of replacing the Solis Product or of acquiring equivalent product; or
- the payment of the cost of having the Solis Product repaired.

### **M. Definitions**

Authorised Distributor means a distributor in New Zealand as authorised by Ginlong Solis from time to time.

Solis Warranty means the Solis Standard Warranty or any of the Extended Warranty, as the case may be.

**Valid from:** 01 / 06 / 2023