SOFARSOLAR *Factory's Warranty Terms and Conditions for Australia

Version: 2.5, Updated 15. 12. 2025

Applicable products

These *Factory's Warranty Terms and Conditions ("**Terms and Conditions**") only applies to the following products, which are distributed and installed in Australia.

PRODUCT		STANDARD WARRANTY PERIOD (YEARS)	SERVICE MODES
INVERTERS			
Grid-Tied(1.1Kw~255Kw)		10	Remote Technical Support Service or/ and Onsite Service
Energy Storage	ME series	10	
	ESI-3-6K-S1 ESI-5-12K-T1 ESI-8-12K-S1	10	
	HYD 5-20KTL-3PH HYD-14.9-30K-T1	10	
	HYD-29.9-60K-T1 HYD-99-126K-T1 SOFAR 80-125KTLX-G4-ESS	5	
ACCESSORIES			
SOFARSOLAR ANTI-REVERSE POWER CONTROL(ARPC)		2	Remote Technical Support Service or/ and Onsite Service
SOFARSOLAR INTELLIGENT ANTI-REFLUX BOX(SAR-100)		2	
CT CLAMP		2	
SMART METER		2	
WIFI DONGLE		2	

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*This factory warranty is a promise from SOFARSOLAR to its end users on the applicable products listed above.

1. Definitions

In these Terms and Conditions:

a. "**ACL**" means Schedule 2 to the *Competition and Consumer Act 2010* (Cth);

b. "**Claim**" means any judgment, claim, demand, action, suit or proceeding for damages, debt, restitution, equitable compensation, account,injunctive relief, specific performance or any other remedy, whether by original claim, cross claim or otherwise whether arising at common law, in equity, under statute or otherwise wherever arising, whether known or unknown at the time of these Terms and Conditions, whether presently in contemplation of the parties or not;

c. "**Consequential Loss**" means loss or damage, whether direct or indirect, in the nature of, among other things, loss of profits, loss of revenue, loss of production, liabilities in respect of third parties (whether contractual or not), loss of anticipated savings or business, pure economic loss, loss of opportunity and any form of consequential, special, indirect, punitive or exemplary loss or damages, whether or not a party was advised of the possibility of such loss or damage, provided that Consequential Loss does not include reasonably foreseeable indirect loss caused by a major failure as stipulated under the ACL;

d. "**End User**" means a person or entity whose order for the purchase of the Product is accepted by SOFARSOLAR;

e. "**Loss**" means, in relation to any person, any damage, loss, cost, expense or liability incurred by the person or arising from any Claim, action, proceedings or demand made against the person, however arising and whether present or future, fixed or ascertained, actual or contingent and includes Consequential loss;

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f. "**Product**" means any applicable product or products distributed and installed by SOFARSOLAR to the End User as set out in the Table of these Terms and Conditions;

g. "**Warranty Period**" means the applicable warranty period of the relevant Product as stipulated in the Table of these Terms and Conditions.

The Standard Warranty Period shall commence from the earlier of the following:
(1)the date of when the first installation of the warranted product is completed, or the date of purchase on a valid purchasing invoice that end user provide.
(2)6 months after the date of production from Shenzhen SOFARSOLAR Co.Ltd (defined in th e Serial number of the product) or circumstances where end user fails to provide a valid purc hasing invoice.

2. Warranty Conditions

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure. Subject to any statutory rights which cannot be excluded (including the ACL) and the terms of any warranty stipulated in these Terms and Conditions, the End User acknowledges that:

a. prior to purchasing the Product, the End User conducted a thorough examination of the Product;

b. SOFARSOLAR made no warranty, condition, description, or representation in relation to the Product outside those contained in these Terms and Conditions;

c. all warranties, conditions, guarantees, and terms in relation to the state, quality or fitness of the Product and of every other kind are excluded to the extent permitted by the ACL and applicable laws.

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To the fullest extent that SOFARSOLAR is able to limit the remedies available under these Terms and Conditions, SOFARSOLAR expressly limits its liability for any breach of a condition or warranty implied by virtue of any applicable legislation (including the ACL) to the following remedies in the event SOFARSOLAR decides a Product to be faulty or otherwise defective during the Warranty Period (or otherwise):

a. The repair of the Product by SOFARSOLAR whether on- site or off-site;

b. The replacement of the Product;

c. The payment of the costs of having the Product repaired.

d. The payment of the costs of replacing the Product or acquiring equivalent goods.

If the Products needs to be replaced, the balance of the Factor's Warranty Period will be applied and transferred to the replacement Product and will continue until its expiry. In this event, the End User will not receive any new warranty card or be entitled to a further Warranty Period, and the replacement Product(s) will be registered by SOFARSOLAR.

Unless otherwise agreed in writing by the parties, the Factory warranty exclusively covers the cost of one (1) freight to the End User, labour and material necessary to regain a faultless functioning Product. The Factory warranty does not cover, without limitation, Consequential Loss, repair reimbursement costs, transport costs, travel costs, accommodation cost of SOFARSOLAR personnel as well as any costs of associated third party staff and personnel. Express delivery costs will not be covered.

In the event SOFARSOLAR, in its sole discretion, decides that any faulty or otherwise defective Product will be repaired on-site or otherwise replaced, in some service areas or business cases, to encourage the End User using the installer's facilities to receive a faultless and functioning product, SOFARSOLAR may, in its sole discretion, offer a rebate to the End User or local installer/electrician to cover the on-site service labour under the following conditions:

a. The rebate will be eligible ONLY to the party who has carried out on-site service for the purported faulty or otherwise defective Product;

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b. The purported faulty or otherwise defective Product has been returned in the original replacement product packaging to SOFARSOLAR and deemed to have workmanship or material defects upon testing and inspection by SOFARSOLAR. If the purported faulty or otherwise defective Product is deemed free of faults and defects that would qualify a replacement under these Terms and Conditions, then SOFARSOLAR is entitled to charge a retail price of the Product(s), shipping and packaging and any associated labour cost in replacing the purported faulty or otherwise defective Product;

c. SOFARSOLAR must be contacted prior to the site visit for authorisation. If the site is not located in a metropolitan area in Australia or if the installer is unable to be on-site, the End User must engage their own electrician to carry out and complete the on-site service;

d. The service rebate must be claimed strictly within two (2) months of the date upon which the on-site service is authorised by SOFARSOLAR.

SOFARSOLAR retains the right to arrange the warranty service for the End User and to use third parties for performing any warranty services. SOFARSOLAR retains full title and ownership of the supplied replacement Product(s) until the purported faulty or otherwise defective Product has been received in accordance with these terms and conditions.

The End User may contact the dealer (SOFARSOLAR authorised dealer or distributor) or installer if the Product is faulty or otherwise defective.

All other purported costs including, but not limited to, compensation from any direct or indirect Loss arising from the faulty or otherwise defective Product or other facilities of the PV system, or loss of electrical power generated during the product downtime are NOT covered by the SOFARSOLAR limited warranty.

3. Scope of the Warranty

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The warranty stipulated in these Terms and Conditions will not apply if SOFARSOLAR, in its sole discretion, decides that any one (1) of the following occurs:

a. The End user is in default under the General Terms and Conditions of other agreement governing the purchase of the Product, or

b. Any damage or defect to the Product is caused any one(1) or more of the following situations (the Dealers or Distributors are responsible and authorized by SOFARSOLAR for the following investigation):

   i. Disassembly, attempted repair or modifications performed by any person not authorised by SOFARSOLAR in writing, or serial number or seals have been removed. Product modifications, design changes or part replacements without prior written approval of SOFARSOLAR;

   ii. The End user or installer has failed, refused or otherwise neglected to comply with the applicable safety regulations (IE, VDE standards or equivalent) governing the proper use of the Product in force from time to time;

   iii. The Product has been improperly stored and damaged by the dealer, distributor or the End User;

   iv. The fault or otherwise defect is damage sustained during transportation (including painting scratch caused by movement inside packaging during shipping). A Claim for such transport damage should be made directly to the shipping company/insurance company as soon as the container/packaging is unloaded and such damage is identified;

   v. The Product has been used and installed by an unauthorised or unlicensed installer who fails, refuses, or otherwise neglects to strictly follow any applicable user manual, installation guide and maintenance regulations supplied with the Product, including not ensuring sufficient ventilation for the Product as described in SOFARSOLAR installation guide;

   vi. Defects, faults, cosmetics or rendered non-functional damage caused by unforeseen circumstances, or force majeure event including, but not limited to, any vandalism, violent or stormy weather, lightning, flooding, power

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fluctuation exceeding the product's designed rated parameters , overvoltage, grid power surge exceeding the product's designed rated parameters, pests, fire damage, wind damage, or exposure to erosion, sea coasts/saltwater or other aggressive atmospheres or environmental conditions;

vii. Use of the Product in combination with any unauthorised products, equipment or materials as per the user manual, installation guide and maintenance regulations supplied with the Product;

viii. Combining the Product with any lead acid battery pack or any other lithium battery pack that is not listed on any SOFARSOLAR's battery compatibility list from time to time.

ix. The product purchased from unauthorized International Dealers or Distributors.

x. Failure to report the product malfunction to SOFARSOLAR through the official channels specified in these Terms (service hotline, fax, or official website claim platform) in writing within one month of the malfunction occurring, without justifiable reasons.

4. Limitation of Liability

a. This limited warranty supersedes and otherwise replaces any different SOFARSOLAR warranties and liabilities, whether oral, in writing, (non-obligatory) statutory, contractual, in tort or otherwise, consisting of, without quandary, and where permitted by using relevant law, any implied conditions, warranties or different phrases as regards exemplary quality or fitness for purpose. However, this limited warranty shall neither exclude nor limit any of your legal (statutory) rights provided under the relevant national laws and regulations.

b. Subject to clauses 4(c) and (d):

i. all warranties, descriptions, representations, guarantees or conditions, whether express or implied by law, trade, custom or otherwise, and all specific

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conditions, even though such conditions may be known to SOFARSOLAR, are expressly excluded to the maximum extent permitted by the ACL and applicable laws;

ii. SOFARSOLAR is not liable for any delay or Loss arising from the supply of or failure to supply the Product or comply with an order of the End User whether due to shortfall, defect, incorrect delivery or otherwise for any reason whatsoever including breach of contract (including fundamental breach), negligence, breach of duty as bailee, or the wilful act or default of SOFARSOLAR, except as otherwise required by the ACL.

c. These Terms and Conditions shall not exclude or limit the application of any provisions of any statute including any implied condition or warranty the exclusion of which would contravene any statute (including the ACL) or cause any part of this clause 4 to be illegal, invalid, void or unenforceable.

d. If the exclusion of liability in clause 4(b) is reduced, void or not available, SOFARSOLAR's liability for any Claims arising out of these Terms and Conditions, including liability for breach of these Terms and Conditions, in negligence or in tort or for any other common law or statutory action, shall:

i. be limited to the extent the Loss the subject of the Claim was caused directly by SOFARSOLAR; and

ii. in all events, exclude Loss relating to any delay in supply of the Product and for any Consequential Loss.

e. SOFARSOLAR guarantees the performance of the Product under the normal working conditions within the standard warranty term and provide limited technical support if applicable. However, SOFARSOLAR shall assume no liability for system malfunctions and any incurred loss or damages whatsoever.

Please refer to SOFARSOLAR Energy Storage Warranty Terms and Conditions for further information on SOFARSOLAR Energy Storage products.

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5. Procedure for Claiming a Warranty

In the case of a faulty or otherwise defective Product please report that Product within the agreed warranty period, with a detailed error description to SOFARSOLAR's service hotline for registering and send the claim to SOFARSOLAR service department by fax/email or through SOFARSOLAR Warranty Claim Website at https://service.sofarsolar.com/warranty/search to process the warranty claim. The End User may also contact the dealer (SOFARSOLAR authorised dealer or distributor) or installer if the Product is defective or faulty.

To make a claim under the warranty, the End User must provide the following information and documentation of the faulty or otherwise defective Product:

a. Product Model and serial number

b. A copy of the valid purchasing invoice

c. Fault descriptions and error IDs (where applicable)

d. End user and/or claimant details

e. Detailed information about the entire system (module, PV system diagram, installation date, etc.)

f. Documentation of previous claims/exchanges (if applicable)

The warranty may not be guaranteed if the above information is not provided.

6. Extension of the Warranty Period

For SOFARSOLAR inverters, the End User may apply for a Warranty Period extension within 24 months for grid-tied inverter <50kW and 12 months for grid-tied ≥50 kW and energy storage inverter(hybrid) inverters from the date of production from SOFARSOLAR by providing the serial number and copy of the warranty card of the Product. SOFARSOLAR may reject any application received which does not meet the date requirement. An extended Warranty Period can be purchased to 10, 15, or 20 years.

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Once the purchase of the Warranty Period extension has been processed, SOFARSOLAR will send a Warranty Period extension certificate to the End User confirming the extended Warranty Period.

Any faults or defects that occur after the expiry of the Warranty Period, or which occur within the Warranty Period but which are listed in the warranty exceptions above, are deemed to be out-of- warranty cases. For all out-of-warranty cases, SOFARSOLAR, in its sole discretion, may charge fees to the End User including, without limitation:

a. On-site service fee: cost of travel and time for the technician to deliver on-site service and labour cost for the technician, who is repairing, performing maintenance on, installing (hardware or software) and debugging the faulty product.

b. Parts/materials fee: cost of replacement parts/materials (including any shipping/admin fee that may apply).

c. Logistics fee: cost of delivery and any other expenses incurred when defective products are sent from the user to SOFARSOLAR or/and repaired products are sent from SOFARSOLAR to the user.

Latest information about the warranty terms and conditions and local service hotline can be obtained from our website:www. sofarsolar. com. au

7. Governing Law and Dispute Resolution

a. These Terms and Conditions shall be governed by the laws of Queensland, Australia.

b. All disputes arising out of or in connection with these Terms and Conditions shall first be resolved through friendly negotiation between the parties. If negotiation fails, either party may submit the dispute to the Australian Disputes Centre (ADR) for mediation. If mediation is unsuccessful, the dispute shall be submitted to the Supreme Court of Queensland or the Federal Court of Australia for jurisdiction, in accordance with the applicable procedural rules.

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Contact us

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