

## PERFORMANCE GUARANTEE

### 1. YOUR SOLAR SYSTEM'S ESTIMATED OUTPUT

At the time we provide a quote for your solar system we will also provide you with the estimated yield for the first year after installation (Estimated Yield).

The Estimated Yield relates to the year one performance of the solar system in optimal conditions and is based on a 15 year set of irradiation and temperature data. However, yearly weather patterns will vary. The Estimated Yield will also be affected by a number of other factors, which are described in Terms and Conditions clause 12(f). These include soiling and shade including from flora, soiling and roof equipment (air conditioners, TV antennas, flues and vent pipes etc.)

Subject to clause 12(f) of the Terms and Conditions, We guarantee that the energy output of your Sunergy solar system will meet or beat:

- the Estimated Yield in the first year after installation; and
- 90% of the Estimated Yield in the second, third, fourth and fifth years after installation

### 2. MAKING A CLAIM

If your system does not meet the Performance Guarantee for a particular year after installation then at the end of that year you may be entitled to make a claim for compensation.

In order to make a claim for compensation you must send a letter or email us, using the contact details set out on our web site.

In your notice you must provide:

- details to support your claim that the Performance Guarantee is not being met – we recommend you provide data from your inverter or online portal showing the energy production of your system. This data should be collected over a reasonable period to enable us to eliminate factors such as seasonal variations – for further information on how to collect this data please refer your inverter documentation;
- details of the compensation to which you believe you are entitled;
- a copy of your invoice, receipt or any other document which provides proof of purchase of the solar system from us; and
- details of how we should contact you.

We will contact you within a reasonable time after receipt of your claim to discuss the performance of your solar system with you.



### 3. YOUR RESPONSIBILITIES

When your solar system is installed, you will be provided with documents which explain a recommended maintenance routine for your solar system and advice on how to monitor its performance.

In determining whether any compensation is payable to you we may take into account how much time has passed between:

- when it would have been reasonable for you to have become aware of a fault or problem with your system (for example, by monitoring your system's performance using the tools provided, by checking your bill each billing cycle or by checking available online electricity data); and
- when you actually contact us to report that fault or problem

### 4. WHEN YOU ARE NOT ENTITLED TO A REMEDY

You are not entitled to a remedy when your solar system does not meet the Performance Guarantee due to something:

- you or someone else said or did (excluding Sunergy' agents or employees) or did not do, or
- beyond human control that happened after the system was installed at your premises.
- is the result of grid quality issues including grid over/under voltage or frequency variations

Examples may include where:

- someone other than Sunergy' installer, contractor or other authorised representative installed, removed, reinstalled, repaired or modified the system;
- you failed to carry out reasonable maintenance on the solar system in accordance with the documents provided to you at the time your system was installed;
- you failed to keep vegetation trimmed so that the system receives as much sunlight as it did when it was installed by us;
- actual weather values deviate from the site irradiation and temperature mean values used in calculating the Performance Guarantee outputs;
- electricity grid conditions outside that specified in AS5033 and AS4777.2. Note that it may be possible to seek compensation for these conditions from your DNSP

### 5. CONSUMER GUARANTEES

In addition to this Performance Guarantee, our solar systems and installation services come with further guarantees that cannot be excluded under the Australian Consumer Law. Please note that in addition to the rights and remedies set out in this document, you may also have other rights and remedies available to you under the law.

### 6. CONTACT DETAILS

Please refer our main office contact details here: <https://www.sunergysolar.com.au/contact-us/>