



Workmanship Warranty

1. Warranty

1.1 Subject to clause 1.3, if any defect of any workmanship from works completed by Midland Solar Pty Ltd or any appointed Sub-Contractor becomes apparent and is reported to Midland Solar Pty Ltd within sixty (60) months of the date of delivery then Midland Solar Pty Ltd reserves the right to: (a) replace the Goods; or (b) remedy the workmanship of the Goods.

1.2 The conditions applicable to the warranty given by clause 1.1 include: (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through: (i) failure on the part of the Client to properly maintain any Goods; (ii) failure on the part of the Client to follow any instructions or guidelines provided by Midland Solar Pty Ltd; (iii) any use of any Goods otherwise than for any application specified on a Quote; (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; and (v) any accidental damage or vandalism beyond the control of Midland Solar Pty Ltd. (b) In respect of all claims Midland Solar Pty Ltd shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim. (c) Midland Solar Pty Ltd liability shall cease and Midland Solar Pty Ltd shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled by an unqualified, inexperienced or unskilled technician.

1.3 Midland Solar Pty Ltd provides a five year warranty on the operation and performance of the entire system including workmanship and products