

## 25 Year Product Warranty

**NOVA Mounting** provides a warranty for all NOVA solar mounting systems it supplies. The warranty provided by NOVA Mounting is subject to the conditions contained in this document ("Warranty"). No other warranty provision, implied or otherwise, is to be assumed. Your warranty coverage is in accordance with this document.

The Warranty Start Date is the date of delivery of the Product(s) to the Buyer or 2 months after the date of Product(s) dispatch from NOVA Mounting manufacturing site, whichever date is earlier.

### Warranted Products

All aluminium products, galvanized steel products, and stainless steel 304 components in the solar mounting systems.

		Product Warranty		
Product	Material	Corrosivity Category 1, 2, 3	Corrosivity Category 4	Corrosivity Category 5
Aluminium Components	AL6005-T5 mill finish AL6005-T5 anodized to 15microns minimum	25 years	25 years	25 years
Galvanized Steel Components	Galvanized Steel with an average of 85 microns	25 years	25 years*	25 years*
Zinc Aluminium Magnesium Coated Steel	Zn-Al-Mg Coated Steel with a minimum coating weight of 275g/m <sup>2</sup>	25 years	20 years	15 years
Stainless Steel Components	SUS304	25 years		
Fasteners (bolts/nuts/washers)	SUS304			
Roof Screws	Carbon Steel with C3 Rated Finish	25 years	N/A	
	Carbon Steel with C4 Rated Finish	25 years	25 years	N/A
	Carbon Steel with C5 Rated Finish	25 years	25 years	10 years

\*Customised coating thickness



## Exclusions and Limitations

In the event that damage is caused to a purchased item, despite proper installation and handling and in the context of normal use and maintenance, NOVA Mounting will immediately exchange the respective component within the warranty period. The following terms shall not apply:

1. Failure to comply with NOVA Mounting's installation manual.
2. Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation.
3. The warranty period for each component defined in the respective product sheet by NOVA Mounting shall apply. The warranty period commences with the transfer of risk of the respective component. If, for particular components, generally or for a particular type of use, a possible shorter life is expressly indicated within NOVA Mounting's individually-generated plans, an exchange is scheduled within a shorter period, and the warranty period shall be restricted to such life or period.
4. The warranty is limited to additional delivery for the defective components upon notification of the damage within the warranty period. Any statutory guarantee or liability claims shall remain unaffected.
5. The obligation to fulfill the warranty shall not apply if the damage is caused by forces of nature or other unforeseeable circumstances such as earthquakes, cyclones, flooding, volcanic eruptions, lightning strikes, snow damage, fires, and explosions.
6. Regarding installation and handling, the technical product descriptions and installation instructions regarding the respective products as supplied by NOVA Mounting shall apply, as shall the statutory and generally-recognized standards and principles of building and construction work in the local market, as well as the plans, statics, and instructions prepared individually for the customer.
7. This warranty shall only apply to solar mounting systems designed by NOVA Mounting. Custom design products, if suggestions by NOVA Mounting are declined, are excluded from this warranty.
8. This warranty shall only establish claims of NOVA Mounting's customer, via which all warranty claims are to be settled. Assertion by third parties shall only be possible if NOVA Mounting agrees thereto.
9. Limited Warranty does not apply to any Products which have been subjected to use of the Products in such a manner as to infringe NOVA Mounting's or any third party's intellectual property rights (e.g., patents, trademarks).



## **Repair, Replacement, or Refund Remedy**

1. As Buyer's sole and exclusive remedy under this Limited Warranty (though Buyers should note paragraph 4 below regarding the potential existence of other statutory rights), NOVA Mounting will, in its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):
  - a) Refund the historical purchase price of the relevant Product(s); or
  - b) Repair the defective Product(s) at no charge (subject to the following paragraph); or
  - c) Replace the defective Product(s) or part thereof with a new or remanufactured equivalent at no charge (subject to the following paragraph).

In the event that NOVA Mounting opts for options b) or c), NOVA Mounting shall bear all insurance and transportation charges (except air freight, courier freight), customs clearance, and any other costs for returning the defective Product(s) to NOVA Mounting and shipping the repaired or replaced Product(s) to the Buyer. A Buyer may claim reimbursement by NOVA Mounting for these charges by contacting NOVA Mounting and providing proof that these charges were incurred, e.g., an invoice from the relevant service provider. The costs and expenses for their removal, installation, or reinstallation shall remain with the Buyer.

2. The warranty period(s) shall extend or renew upon the repair or replacement of a defective Product by NOVA Mounting.
3. All other claims under this Limited Warranty against NOVA Mounting shall be excluded. Under this Limited Warranty, NOVA Mounting is not responsible for any special, incidental, or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence, or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.
4. The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer Law:

"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 the goods fail to be of acceptable quality and the failure does not amount to a major failure."

## **Rights and Remedies Against Third Parties**

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations, and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which the Buyer may be entitled by agreements with such third parties or by law.



## **Claims Procedure, Notice Periods, Expiration of Warranty Claims, and Limitations**

1. The Buyer shall notify NOVA Mounting immediately after discovering any claim under this Limited Warranty by letter, facsimile, or e-mail specifying each alleged claim, including evidence of the claims and the serial numbers of the Product(s) at issue.
2. Any claim for breach of this Limited Warranty must be brought within three (3) months after discovery of the breach.
3. The return of any defective Product(s) will not be accepted unless prior written authorization has been given by NOVA Mounting.

## **Force Majeure**

NOVA Mounting shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity, or technical or yield failures, and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

## **Warranty Assignment**

This Limited Warranty is only applied when the Products remain installed in their original installation location.

## **Validity**

This Limited Warranty shall apply to Product(s) manufactured after January 1, 2023. This Limited Warranty shall be valid until a new revision is issued by NOVA Mounting.

## **No Other Warranty**

Unless modified in writing signed by an officer of NOVA Mounting, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by NOVA Mounting applicable to the Products, and no one is authorized to restrict, expand, or otherwise modify this Limited Warranty.

## **NOVA Mounting**

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