



## FLEX LIVING INVERTER LIMITED WARRANTY

This limited warranty applies to Flextronics International Management Services Ltd. (**FLEX**) inverters with the following product codes (each an **Inverter**):

FLV-IA-x.0 S1IA where x is either 3 or 5

FLEX provides the warranty set out in clause 1 (the **Warranty**) to the first end-use customer (**Buyer**) purchasing the Inverter, for the period stated in this document, commencing upon the date of purchase by the Buyer (**Warranty Start Date**).

This Warranty is transferable to subsequent owners of the Inverter where the Inverter remains installed in its original location.

### 1. 10-year Limited Warranty for Materials and Workmanship

FLEX warrants that the Inverter will be free from defects in workmanship and materials under normal application, installation, use and service conditions. If the Inverter fails to conform to this standard during the period of one hundred and twenty (120) months from the Warranty Start Date, FLEX will (at its sole option) repair or replace the affected Inverter.

Subject to applicable law, the repair or replacement remedy (at FLEX's election) will be the Buyer's sole and exclusive remedy under the Warranty (and for any defective Inverter) and will not extend beyond the period set out in this document.

### 2. Exclusions and Limitations of Warranty

- A. This Warranty will not apply to any Inverter which has been subjected to misuse, abuse, neglect, alteration, disassembly, removal from its original installation location, improper reinstallation and/or improper installation or application including improper wiring, installation in an environment that exceeds the standard operating conditions as specified in the Inverter product specifications, non-observance of installation or maintenance instructions, repair or modifications by someone other than a qualified and approved technician, failures caused by power surges or other surrounding equipment, accidental breakage, extreme thermal or environmental conditions or rapid changes in such conditions, lightning, flooding, fire, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, tsunamis, heavy hail or other events caused by forces of nature or other acts beyond FLEX's reasonable control.
- B. Warranty claims will not be honoured if the type or serial number of the Inverter has been altered, removed or made illegible.
- C. This Warranty does not apply to any alteration of the appearance of the Inverter that does not affect the performance or functionality of the Inverter.
- D. This Warranty does not cover any costs associated with installation, removal or re-installation of the Inverter, any customs clearance or any other costs or fees for return or re-shipment of the Inverter, consequential losses (including loss of revenue) or claims by third parties other than the Buyer
- E. All Warranty claims must be received within the applicable Warranty period for this Warranty to be effective.
- F. FLEX will not be responsible or liable in any way to any party for any non-performance or delay in performance of this Warranty due to a Force Majeure Event. A Force Majeure Event includes, but is not limited to, fire, flood, typhoon, earthquake, terrorism, riot, unforeseen customs delays, unavailability of materials, destruction of production facilities, strike and other unforeseeable and unavoidable events that are not caused by or attributable to FLEX. In such cases, performance by FLEX of this Warranty will be suspended without liability for the period of delay reasonably attributable to such causes.
- G. The repair or replacement of the Inverter or the supply of any additional Inverter, does not cause the



beginning of new Warranty terms, nor will the original terms of this Warranty be extended. Any replaced Inverter or replaced parts of the Inverter will become the sole and exclusive property of FLEX. FLEX has the right to deliver another type (different in size, color, shape and/or rating) where FLEX has discontinued producing the Inverter being replaced under the Warranty claim.

- H. To the extent permitted by applicable law, the Warranty is expressly in lieu of and excludes all other express or implied warranties, including but not limited to warranties of merchantability and of fitness for particular purpose, use, or application and all other obligations or liabilities on the part of FLEX. FLEX will have no responsibility or liability whatsoever for damage or injury to persons or property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the Inverter, including, without limitation, any defects in the Inverter, or from use or installation.
- I. YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY AND THIS WARRANTY IS IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO YOU UNDER APPLICABLE 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 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.

### 3. Making a Warranty Claim

If the Buyer or permitted assignee of this Warranty feels they have a justified claim covered by this Warranty, such person may notify FLEX directly by telephone, email or mail using the contact details below, within thirty (30) days of the discovery of the defect giving rise to the Warranty claim.

All Warranty claims must include a description and any evidence of the Warranty claim, together with the corresponding serial numbers of the affected Inverter and purchase documentation clearly showing the purchase date, purchase price and Inverter type. The return of any Inverter will not be accepted by FLEX unless prior written authorisation has been provided by FLEX.

### 4. Complaints Process

If the Buyer is not satisfied with the handling of a Warranty claim by FLEX then they may make a complaint by telephone, email or mail using the contact details below.

The person taking the telephone call or receiving the correspondence will create a case in FLEX's complaints management system and assign the complaint a unique case number to be used in all correspondence with the Buyer regarding the complaint. A FLEX staff member will then contact the Buyer within a reasonable time to attempt to resolve the complaint if possible, or to otherwise commit to a process to resolve the complaint.

Until a complaint is resolved or discontinued by the Buyer, the FLEX will maintain contact with the Buyer to ensure that they are informed of the progress of their complaint and will maintain the relevant case file with notes of actions, conversations and decisions, including copies of relevant information and documentation.

At any time during the complaints process the Buyer may refer the complaint to an external consumer affairs or fair trading body or relevant ombudsman.

### 5. Technical Disputes Arising Under Warranty Claims

In addition to the process in clause 5, if a technical dispute arises during a Warranty claim, either party to the Warranty claim may request that the technical dispute be evaluated by a technical expert (**Expert**) appointed by the test institution chosen by FLEX in its sole discretion.

The appointed Expert will provide its opinion regarding the technical condition of the Inverter and the validity of the Warranty claim. The parties will cooperate to fully accommodate the appointed Expert, and will provide the Expert with all necessary assistance to promptly complete their review. The Expert's opinion will be non-binding, provided however that the Expert's opinion will be admissible evidence in any Warranty dispute



process. FLEX will have the final explanation right in any Warranty dispute process.

The prevailing party in any arbitration or litigation will have the right to recover its reasonably expenses of complying with this clause 6, including any amounts paid to the Expert.

**6. Product Recalls**

If it is found that a batch of Inverters presents a safety risk or is non-compliant with a mandatory standard or ban, those Inverters may need to be recalled. FLEX will conduct such Inverter recalls in accordance with the ACCC Product Safety Recall Guidelines (available at <https://www.productsafety.gov.au/publication/consumer-product-safety-recall-guidelines>).

**7. Severability**

If a part, provision or clause of this Warranty, or the application of this Warranty to any person or circumstance, is found invalid, void or unenforceable, such finding will not affect any other parts, provisions, clauses or applications of this Warranty, and to this end such other parts, provisions, clauses or applications of this Warranty will be treated as severable.

**9. Contact Details**

**Flextronics Australia Pty Ltd (ABN 86 614 405 828)**

Telephone: 13 FLEX (13 3539) (local call cost from anywhere in Australia)  
+61 3 9697 1900 (International)

Email: [warranty.au@flex.com](mailto:warranty.au@flex.com)

Address: 359-361 City Road, Southbank, Victoria, Australia 3006