

This is a Twenty-Five Year limited warranty issued by Magen eco-Energy PTY Of 31 Anvil Rd, Seven Hills NSW 2147 ("MeE") covering MeE's Heliocol\* collectors ("Collector") when purchased for use on residential or commercial solar heating swimming pools. This warranty is nontransferable and applies only to the person who purchased the Collector directly from MeE ("Original Purchaser") and only to its original installation and only within the territory in which the Collector was first sold by MeE to the Original Purchaser.

Provided that the Collector was used and maintained appropriately, MeE warrants to the Original Purchaser only that the MeE collector will be free from defect in materials and workmanship in the manufacturing process under normal use for a period of twenty-five (25) years from the date of purchase ("Warranty Period") when purchased from and properly installed by a MeE authorized dealer/installer. The Warranty Period commences on the date of installation or one () year from the date manufactured, whichever occurs first.

## REMEDIES

- If a valid claim under this warranty is received by MeE within the first 12 years of the Warranty Period, MeE will, at its sole discretion, 1. either (i) repair the defect; (ii) replace the Collector with a product that is at least functionally equivalent to the original Collector; or (iii) refund the original purchase price of the Collector to the Original Purchaser.
- If a valid claim under this warranty is received by MeE within the last 13 years of the Warranty Period, the Original Purchaser will be 2. entitled to purchase a new Collector at one half of the then-current retail price.

## COCKATOOS COVERAGE

MeE offers the following limited warranty in relation to damage to the Collectors caused by cockatoos: during the first 5 years of the Warranty Period, the Collector will be repaired or replaced (at MeE's discretion). During the next 7 years period (following the initial 5), a Collector damaged by cockatoos will be repaired or replaced (at MEE's discretion) except that a replaced Collector will be at one half of the then retail price. For clarity, there is no further warranty or cover from damage caused by cockatoos after 12 years.

Any claim under the cockatoo's coverage is subject to approval by MeE's sales manager and other professional staff who must first verify the claim.

## FURTHER CONDITIONS

A Collector (or any part of it) which is replaced under this Warranty, which has been installed in accordance with the installation manual by MeE, shall assume the remaining Warranty Period of the original Collector. When a Collector (or a part of it) is replaced under this Warranty, any replacement item becomes the Original Purchaser's property, and the replaced Collector or part thereof becomes the property of MeE. When a refund or replacement is offered by MeE, such refund shall be conditioned upon the return of the defective Collector (or part thereof) to MeE. Any labour, travel, freight or other costs incurred are excluded from this warranty and are to be paid by the Original Purchaser.

## **EXCLUSIONS & LIABILITY LIMITATIONS**

MeE shall be released from all obligations under its warranty in the event (a) that the Collector has been subjected to misuse, neglect, accident, other external causes or improper installation or if repairs or modifications were made by service personnel not authorized by MeE; (b) that the Collector was not installed and/or operated in accordance with all applicable laws, including without limitation local fire codes and plumbing codes, ordinances and regulations, or MeE's installation manual; (c) there are any components installed which are not manufactured by MeE and for systems that have been dismantled and re-installed other than if such dismantling and re-installing is done by Original Purchaser (through service personnel authorized by MeE); (d) to the extent that damage or defects are caused by force majeure, including but not limited to acts of God or nature damages such as fire, lightning strikes, freezing, earthquake, flood, hail, sandstorms, tornado etc.

THE WARRANTY APPLIES ONLY TO THE COLLECTOR AND PARTS MANUFACTURED BY MEE (PPC MOUNTING UNITS, CPVC AND END Caps), AND NOT TO ANY OTHER COMPONENT, SYSTEM OR INSTALLATION. THE WARRANTY WILL ONLY COVER LEAKING COLLECTORS IF THE INSTALLATION AND MECHANICAL STABILITY CONDITIONS, AS DETAILED IN THE INSTALLATION MANUAL AND ITS APPENDIXES, ARE MET.

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY OR PRESCRIBED BY THE AUSTRALIAN CONSUMER LAW, MEE DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATING TO THE COLLECTOR, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE FULL EXTENT PERMITTED BY LAW, MEE SHALL NOT BE RESPONSIBLE AND/OR LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS RESULTING FROM USE OF THE COLLECTOR AND/OR ANY BREACH OF THE ABOVE WARRANTY OR UNDER ANY OTHER LEGAL THEORY.

## AUSTRALIAN CONSUMER LAW

This warranty is separate and additional to your rights under 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 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.

## Address \_

Phone \_

1300 146 553

Email \_\_\_\_

www.mageneco.com.au

31 Anvil Rd. Seven Hills, NSW 2147 Australia

info@mageneco.com.au

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# **OWNER'S WARRANTY REGISTRATION FORM**

## CLAIMING UNDER THE WARRANTY

Australia

It is the responsibility of the Original Purchaser to establish the original purchase date for warranty purposes. We recommend that an invoice or some other appropriate payment record be kept for that purpose.

The following steps should be taken when a warranty claim is being activated:

- 1. Fill a "warranty claim form". Include full details of the purchase and send it to the authorized dealer. Filling and sending a warranty claim form is essential but not sufficient condition for acceptance of a warranty claim.
- 2. Provide comprehensive information about the system in question including schematic of the solar system, a sketch of how the piping is laid including diameter, schedule, type, pump data and a verbal and visual description of the installation and the peripheral system.

## Warranty issued by Magen-Eco Energy Australia Pty ABN 60 651 820 816

Ph: 1300 146 553 | Email: info@mageneco.com.au | address: 31 Anvil Rd. Seven Hills NSW 2147, Australia

Authorized Deal	<u>er</u>				
Business Name:					
Installer Name:					
Address:					
			Post Code		
Phone No:		Email:			
Date of installation: / /					
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## **OWNER'S WARRANTY REGISTRATION FORM**

This part is for activating your warranty (to be scanned and sent to your Authorised dealer or filled online at: <a href="https://mageneco.com.au/warranty-registration/">https://mageneco.com.au/warranty-registration/</a>)

Name:			
Address:			
State:			Post code:
Phone No:		Email:	
Installed By:			
Collector Model:	Qty:	Collector Model:	Qty:
Collector Model:	Qty:	Collector Model:	Qty:
Date of installation:	//		
Address	Phone	Email	www.mageneco.com.au
31 Anvil Rd. Seven Hills, NSW 2147	1300 146 553	info@mageneco.com.au	f