



Head Office 3/30 Hines Road, O'Connor WA 6163
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WARRANTIES AND LIMITATION OF LIABILITY

We set out below what our warranty (**Product Warranty**) is in relation to the components (**Component**) of our pool heating system (Genesis™- Next Generation Heat Pump™) (**Product**) and our services (**Services Warranty**) in respect of initially installing our Product (**Services**) the period of time for which these warranties apply (**Warranty Period**) and all the information you need to know about making a claim. We also set out what the limitations on our liability are should you purchase a Product from us or should we render a Service to you. If you have any questions for us, please reach out using the contact details below!

Who is this Agreement Between?

This agreement (**Agreement**) is between Doncon & Co Pty Ltd Pty Ltd T/A Green Star Solutions ABN 51 164 532 870 (**we, us or our**) and you, the person or entity that has purchased Product from us (as specified below), together the **Parties** and each a **Party**. This Agreement forms part of such terms and conditions as may apply to the sale of our products from time to time.

You accept this Agreement by instructing us (whether orally or in writing) to proceed with the supply of the Product, or making payment or part-payment to us in respect thereof.

Your Consumer Law Rights

Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Product by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). The benefits given to you under this warranty are in addition to, and do not limit or derogate, your rights and remedies at law in relation to any products you have purchased from us, or services that you have received from us, including under the Australian Consumer Law within the *Competition and Consumer Act 2010* (CAA).

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.





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You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Consumer guarantees (under the Australian Consumer Law) have no set time limit but generally last for an amount of time that is reasonable to expect, given factors such as the cost and quality of the Product or any representations made. Full details of your consumer rights, including what is considered a major failure, may be found at www.consumerlaw.gov.au.

What Products our Product Warranty Applies to

Our Product Warranty applies to the following:

Component	Warranty Period <i>(commencing on the date of purchase)</i>
Titanium Heat Exchanger	30 years pro-rata basis for residential installations.
Compressor	10 years pro-rata basis for residential installations.
Evaporator	3 years pro-rata basis for residential installations.
All other heat pump components	3 years for residential installations.
Genesis Link Automatic Controller	2 years for residential installations.
Genesis Switch Automatic Controller	2 years for residential installations.
Circulation pump	3 years for residential installations.





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When the Product Warranty Applies

If during the Warranty Period, there is a fault or defect in the functionality of the Product or a Component as a result of our default (**Defect**), then we will use our best endeavours to remedy the Defect at our cost, save as otherwise set out herein.

Services Warranty

Subject to the terms of this Warranty, if during the first 12 months from the date of purchase of the Services from us the Services prove defective by reason of improper workmanship or materials (**Services Defect**), and if we determine that your claim under this warranty is successful in terms of this Warranty, we will resupply the Services. Your Consumer Law Rights may extend beyond the Warranty Period.

How to Claim Under our Product Warranty and Services Warranty

To make a claim under this warranty, you must notify us by email as soon as you become aware of the Defect and/or Services Defect, and in any event, within 1 month of when you become aware of the Defect and/or Services Defect, and include the following information in your email:

- your invoice number, if applicable;
- the serial number displayed on the Product or relevant Component;
- the date of installation of the Product; and
- a detailed description of the issue with the Product or Component.

You must work with our support team and provide any other information we reasonably require to assess your claim. We will notify you of our determination as to whether your claim is valid under this warranty and any determination we make will be final and binding.





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If your Claim under our Product Warranty is Successful

Subject to your rights and remedies under the Australian Consumer law, if we determine your claim under this warranty is successful, we may, in our discretion, elect to:

- repair the Product or the relevant Component;
- pay you an amount as determined by us for the cost of repairing the Product or the relevant Component;
- replace the Product or Component;
- supply to you an equivalent Product;
- pay you an amount as determined by us for the cost of replacing the Product or the relevant Component; or
- pay you an amount as determined by us for the cost of acquiring an equivalent Product.

To the maximum extent permitted by law, the remedies above will be your sole and exclusive remedy in relation to the Defect.

If any materials, parts or features required to facilitate any repair or replacement are unavailable or no longer in production, or your model of Product or Component is no longer available or in production, we will either use our best endeavours to repair the Product or Component using appropriate equivalent materials, parts or features, replace the Product or Component with an appropriate equivalent model or provide you with a full or partial refund, as required, and as determined by us in our sole discretion. If the defective part of the Product is not essential to the functionality of the Product, then we may issue a partial refund to you.

This warranty only sets out the Warranty Period within which we will offer you a repair, refund or replacement. Your rights under the Australian Consumer Law may extend beyond the Warranty Period.





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Costs

Our labour, travel and freight costs incurred as a result of attending to remedy a Defect or Services Defect are excluded after a period of 12 months. These costs are to be paid by you. Your failure to make payment in respect of these costs on or before the date of our invoice to you in respect hereof will void the Product Warranty or the Services Warranty, as applicable.

To the extent that it is determined by us, acting reasonably, that the Product, a Component, or our Services in respect of which you have sought to exercise your rights under a Product Warranty or Services Warranty is:

- not defective; or
- is defective as a result of the exclusions mentioned in the clause "Exclusions from our Product Warranty and Services Warranty",

then we reserve the right to charge you at our current hourly rate for all costs incurred by us which are associated with examining the Product, including our travel and associated costs.

Exclusions from our Product Warranty and Services Warranty

To the maximum extent permitted by law, this warranty does not cover, and we will have no liability in respect of, and you waive and release us from, any liability (under this warranty or otherwise), in relation to any Defect or Services Defect which is caused (or partly caused) or contributed to, by any:

- act or omission, accident, improper cleaning, improper assembly, transportation or negligence by you or any third party not engaged by us (including any third-party installer of your Product);
- cosmetic changes that occur overtime;
- failure on your part to follow any instructions or guidelines (including any manual) provided by us or the manufacturer in relation to your Product;
- use of your Product otherwise than for any application or use specified by us or the manufacturer;
- reasonable wear and tear of your Product or any of the Components therein;
- continued use of your Product (where such use is not reasonable) after any Defect in your Product becomes apparent or would have become apparent to a reasonably prudent person;





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- failure by you to notify us of any Defect in your Product within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant Defect;
- act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our or the manufacturer's reasonable control);
- insect or rodent ingress into the Product or its surrounds;
- repair, replacement, maintenance, or otherwise compromise of the Product by you or any person other than us, a third-party approved by us or the manufacturer; or
- damage caused by exposing the products to extreme weather conditions, harsh or adverse pool or spa water conditions, or chemicals / agents that are known to damage the Product.

Subject to your Consumer Law Rights, we exclude all warranties, and all Products (including the Components), Services and work are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis, except where expressly set out herein.

Liability

Despite anything to the contrary, to the maximum extent permitted by law:

- neither Party will be liable for consequential loss, which includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise;
- a Party's liability for any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or one of the Parties (**Liability**), will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its personnel), including any failure by that other Party to mitigate its loss; and





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- save for what is set out herein, our aggregate liability for any Liability arising from or in connection with our Product or Services will be limited, in our sole discretion, to us resupplying the Product, Component or Services to you, to us repaying you an amount of the price paid by you to us in respect of the supply of the Services, Product or relevant Component to which the Liability relates, or to us repaying you an amount as set out herein in respect of the supply of the Services, Product or relevant Component to which the Liability relates.

General

Delays: We will have no liability, and you waive and release us from any liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under this warranty, or in assessing any claim made by you under or in relation to this warranty.

No third-party reliance: The benefit of this warranty is for you only, and no other person or third party can rely on or make a claim under this warranty. For the avoidance of doubt, if you resell the Product, this warranty will be void.

No assignment or transfer: This warranty or the benefit under this warranty cannot be assigned or transferred to any other person or third party.

Severance: If any provision (or part of it) under this warranty is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under this warranty cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this warranty and the remaining provisions (and remaining part of the provision) of this warranty are valid and enforceable.

Jurisdiction and applicable law: This warranty is only valid and enforceable in Australia and is governed by the laws of Western Australia and the Commonwealth of Australia. Each Party to this warranty irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia.





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What are our Contact Details?

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