

# PERFORMANCE GUARANTEE

## 1. YOUR SOLAR SYSTEM'S ESTIMATED OUTPUT

At the time we install your solar system we will provide you with our "Welcome to the Revolution" document. In that document we set out your solar system's site specific estimated yield in kilowatts per day averaged over a calendar month (**Estimated Yield**). The Estimated Yield is based on a 15 year data yield average and takes into account such things as the orientation and tilt of your roof.

We guarantee that the energy output of your Energy Matters solar system will meet or beat the Estimated Yield (**Performance Guarantee**). If it doesn't do so you are entitled to compensation to put you in the position you would have been in if the output of the system had met the Performance Guarantee.

## 2. MAKING A CLAIM

If your solar system does not meet its Performance Guarantee you may make a claim against us.

In order to make a claim against us, you must post, fax or email us, using the contact details set out below. In your notice you must provide:

- details of why you believe the Performance Guarantee is not being met (for example, data from your inverter showing the energy production of your system);
- details of the compensation to which you believe you are entitled (for example, copies of your electricity bills);
- a copy of your invoice, receipt or any other document which provides proof of purchase of the solar system from us; and
- details of how we should contact you.

We will contact you within a reasonable time after receipt of your claim to discuss the performance of your solar system with you.

## 3. WHEN YOU ARE NOT ENTITLED TO A REMEDY

You are not entitled to a remedy when your solar system does not meet the Performance Guarantee due to something:

- you or someone else did or failed to do (excluding Energy Matters' agents or employees), or
- beyond human control that happened after the system was installed at your premises.

Examples may include where:

- someone other than Energy Matters' installer, contractor or other authorised representative installed, removed, reinstalled, repaired or modified the system;
- you have failed to keep vegetation trimmed so that the system receives as much sunlight as it did when it was installed by us;
- abnormal weather conditions occur which reduce the expected amount of sunlight being received by your system.

## 4. REMEDIES

If we determine that there is a problem with your system but the problem is not a "major failure" (as defined in the Australian Consumer Law) and is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

If we determine that there is a problem with your system and the problem is a "major failure" or is not capable of being remedied, you are entitled to a choice of remedies in accordance with the Australian Consumer Law.

## 5. CONSUMER GUARANTEES

In addition to this Performance Guarantee, our solar systems and installation services come with further guarantees that cannot be excluded under the Australian Consumer Law.

Please note that in addition to the rights and remedies set out in this document, you may also have other rights and remedies available to you under the law.

## 6. CONTACT DETAILS

Energy Matters Pty Ltd (trading as Energy Matters and Apollo Energy)

Address: 359-361 City Road, Southbank, VIC, 3006

Postal Address: PO Box 5265, South Melbourne, VIC, 3205

Customer Service:

1300 727 151 (local call from anywhere in Australia)

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