

LIMITED WARRANTY

1. Limited Warranty – Australia

1.1. This Limited Warranty is provided by Cobalt Solar Energy Pty Ltd ACN 158 868 841 (**us, our, we**) in relation to any physical product we supply (**Products**) that may also contain our technology (**Product Software**) and which work in conjunction with our [website](#) (**Site**) and via our mobile or desktop applications (**Applications**), collectively referred to as our **Services**.

1.2. This Limited Warranty applies in conjunction with our terms and conditions and gives you specific legal rights. You may also have other or additional legal rights under the laws of your jurisdiction. The disclaimers, exclusions, and limitations of liability under this Limited Warranty will not apply to the extent prohibited by applicable law. It only extends to the purchaser of the Products, rather than any end user.

2. Warranty Scope

2.1. The original purchaser of the Product in Australia from us has rights under this Limited Warranty.

2.2. This Limited Warranty does not cover customer training and education, installation, set up or adjustment, signal or reception problems.

3. Limited Warranty

3.1. We warrant the Product against defects in materials and workmanship under normal use for a period of one hundred and twenty (120) months from the date of purchase (**Warranty Period**).

3.2. If a Product is returned to us during the Warranty Period as provided below, and we determine that the Product is defective, subject to clause 6, we will either:

3.2.1. repair the Product;

3.2.2. replace the Product or any defective components or parts with a new or refurbished Product, component or part; or

3.2.3. refund the original purchase price in return for the Product in the form of credit with us.

4. Return And Warranty Service Process

4.1. To obtain warranty service or to return a Product to us, you must send us an email to john@cobaltsolar.com.au with your contact details and a description of the issue and photos (if relevant).

4.2. We may attempt to troubleshoot a warranty-related problem immediately or ask for additional information.

4.3. If we agree that you may return a Product, your Product must be shipped to us freight prepaid at our expense, together with proof of purchase and all accessories, either its original packaging or packaging affording an equal degree of protection. Failure to return any of the accessories may result in a delay of refund payment or service and/or result in a reduction of your refund, a credit to us or an invoice for the missing accessories.

5. Replacement Parts

5.1. In performing service under this Limited Warranty, we may furnish new or refurbished replacement parts on an exchange basis.

5.2. You agree to reimburse us for the inspection, testing and repair of returned Products determined by us not to be defective or which falls under one of the warranty exclusions described below.

5.3. In all cases, our determination as to whether or not a Product is defective and covered by this Limited Warranty will be final. You will pay all shipping and handling charges related to shipping back to you any Product that we determine not to be defective.

5.4. Any replacement or repair does not extend the warranty period under clause 3.1.

6. Exclusions From Limited Warranty

This Limited Warranty does not cover damage or defects to the Product due to, or caused by:

6.1. forces beyond our reasonable control, such as internet or power outages, power surges, fires, earthquakes, floods or other events of "force majeure," accident, misuse, abuse, negligence, commercial use or modification of, or to any part of your Product;

6.2. any third-party product, service or system, use of the Product for purposes other than for which the Product was designed or intended, use in improper temperature, humidity or other unsuitable environmental conditions, or use of the Product in violation of written instructions provided by us;

6.3. normal wear and tear or aging;

6.4. improper repair, operation or maintenance or connections to electricity supply other than as recommended, or attempted repair by anyone other than us;

6.5. use of the Product for purposes other than for which the Product was designed or intended;

6.6. misuse of the Product contrary to written instructions provided by us (which may be provided at the time of purchase or on our website); or

6.7. network or WIFI signal or reception problems, internet connectivity issues between the Product, your or our router or your smartphone.

7. Disclaimer Of Warranties

7.1. To the fullest extent permitted by law, this Warranty and the remedies set forth in it are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied.

7.2. To the fullest extent permitted by law, our aggregate cumulative liability hereunder shall not exceed the original purchase price paid for the product that caused such damage.