

Boss Polymer Technologies

(Trading as Boss Solar)

Cobra Panel System

10 Year Warranty

1.0 PREAMBLE

- 1.1 This limited warranty is subject to the terms and conditions issued by Boss Polymer Technologies Pty Ltd (Boss) trading as Boss Solar ACN 26 053 088 529 of 28 Miles Street, Mulgrave, 3170 and applies to the Boss' Cobra Heating collector, manufactured in Australia for the purpose of heating swimming pools and spas.

2.0 10 YEAR LIMITED WARRANTY

- 2.1 The Boss warranty is non-transferrable and warrants to the original purchaser, (from the date of purchase and ownership which must be evidenced), that the collectors will be free from defects in materials and workmanship only, under normal use for a period of ten years, (conditions apply), when installed using Boss recommended methods, parts and authorised installers. The most critical of which (however, not excluding other installation requirements) are full drainage of the system when it is not in use, the panel must be fed filtered water and it mustn't rest on any sharp objects. The panel must be serviced annually by an authorized Boss distributor / installer.

3.0 DETAILS OF THE WARRANTY

- 3.1 During the initial 10-year period, if a modular component exhibits a relatively minor manufacturing defect, it will be at Boss's discretion to repair or alternatively supply the required modular component/s free of charge. Where a major manufacturing defect is detected, replacement modular component/s will be supplied with no cost to the purchaser.
- 3.2 This warranty excludes the labour, travel and freight costs incurred during the repair period. These costs will be at the owners' expense.

4.0 COCKATOO COVERAGE

- 4.1 In the first five year period the warrantor shall replace the damaged Modular Components only. In both instances the purchaser shall bear the installation and delivery costs.

5.0 EXCLUSIONS TO THIS WARRANTY

- 5.1 Failure due to damage, misuse, neglect, abnormal weather conditions, acts of God or improper installation are excluded from this warranty.
- 5.2 The Panel must be installed in accordance with The Boss installation guidelines and training manual for Cobra Panel Installation.
- 5.3 The Panel has to be installed and serviced as specified.
- 5.4 If Boss cannot establish any manufacturing fault in the product after inspection and testing.
- 5.5 The product has been used for a purpose for which it was not designed.
- 5.6 The customer has failed to properly use and maintain the System.
- 5.7 Defective parts or accessories (not manufactured or supplied by Boss) have been used on, or in relation to the product which may have contributed to the failure.
- 5.8 Boss holds no liability for damage caused directly or indirectly from any panel or component.
- 5.9 Identification labels or markings on Header Pipes of Collector has been tampered with.

6.0 CLAIM PROCEDURE END USER

- 6.1 The owner is responsible for providing proof of the original installation date for warranty purposes, in addition to proof that they owned the house at the time of installation. Notification of any faults must be made in writing within 30 days to the original installer of the Cobra system. No system shall be removed, it must be left in place to be evaluated, removal will void the warranty. Should household ownership have changed the warranty no longer applies.
- 6.2 Upon making a claim, the first point of contact should be to the original Installation Company from whom the purchase was made. In the event that the company is un-cooperative or no longer trading, please contact Boss and we will explain in detail the information required in order to make a claim.

7.0 EXTENT OF WARRANTY

- 7.1 Warrantor's liability under this Warranty can never exceed the cost of the Panel purchased from Boss.
- 7.2 The Consumer is responsible for the goods being in good working condition. If you find that your system is not in good working condition, contact your installer immediately.
- 7.3 As a service to the industry, Boss offers technical support and advice on proper installation techniques for Boss products to professional installers upon request. It is incumbent on the installer supplying the installation services to ensure that their installers are properly trained in all aspects of system installation, in accordance with all applicable standards and expectations.
- 7.4 The system in which the product is used, or any part of the System has been repaired, altered or modified by any person, such that it no longer complies with the applicable Boss installation guidelines or manual, shall not be covered.
- 7.5 The product has been damaged by a cause outside the reasonable control of Boss. Including, but not limited to; damage caused by householders, tradespeople, neglect and mechanical damage to the Cobra components only.
- 7.6 The defect in the Product has arisen due to poor water drainage, excessive hydraulic pressure, restrictions or blockages resulting from the omission of a suitable water straining device (refer applicable Boss installation guidelines or manual).
- 7.7 Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation.

8.0 Warranty Process

- 8.1 Initial contact should be to the original installer of the Cobra system. The original installer should then contact Boss to register the warranty issue. Boss will require proof of original ownership, product batch code Identification, photographs and details of the warranty claim. Upon verification, authorization and replacement as per the limitations listed in Section 3.0, replacement of the faulty component(s) will take place.

This warranty shall be governed by, and construed in accordance with, the mandatory laws of the State of Victoria, Australia. Regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

CONTACT:

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