



SolarArk Australia Warranty & Compliance Framework 2026

SECTION 1: YOUR STATUTORY RIGHTS (Australian Consumer Law)

1.1 Consumer Guarantees Cannot Be Excluded

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to:

- A replacement or refund for a major failure
- Compensation for any other reasonably foreseeable loss or damage
- Repair or replacement if goods fail to be of acceptable quality (even if the failure is not major)

1.2 About This Document

This **Warranty Against Defects** is provided by:

SolarArk Australia Aust Pty Ltd Unit 2 / 2-12 Knobel Court , Shailer Park , QLD 4128

Phone: 1300 670 966

Email: info@solarArk.com.au

This warranty applies to **SolarArk Australia Solar Powered Roof Ventilator Models (SAV Series)** and is **in addition to** your statutory rights under the ACL. This warranty does not limit, modify, or exclude any consumer guarantee, right, or remedy you have under the law.

1.3 Warranty Period

The warranty period for each component is specified in Section 2.1. During the warranty period, SolarArk Australia will, at its election, repair or replace defective parts or the entire unit if a manufacturing defect is confirmed.

1.4 How to Claim

Contact SolarArk Australia on 0499 336 163 or email info@solarark.com.au with proof of purchase and details of the defect. SolarArk Australia reserves the right to conduct a technical assessment to determine whether a manufacturing defect exists.

1.5 Durability & "Reasonable Life"

Consumer guarantees apply for the "reasonable life" of the product. The expiration of this Manufacturer's Warranty does not terminate your rights under the ACL if the product has not lasted a reasonable time considering the price paid, nature of goods, and normal use.

SECTION 2: MANUFACTURER'S WARRANTY COVERAGE

2.1 Warranty Periods by Component

SolarArk Australia warrants that components will be free from manufacturing defects for the following periods from the date of original purchase:

Component	Warranty Period	Applicable Models	Labour Coverage
Solar Panel	5 Years	SAV-2.5CF, SAV-2.5GB, SAV-10W/B, SAV-10T	12 months from installation
	10 Years	SAV-20, SAV-20T, SAV-30, SAV-40T, SAV-60T, SAV-120	12 months from installation
Housing	5 Years	SAV-2.5CF, SAV-2.5GB, SAV-10W/B, SAV-10T	12 months from installation
	10 Years	SAV-20, SAV-20T, SAV-30, SAV-40T, SAV-60T, SAV-120	12 months from installation
Motor	5 Years	All SolarArk Australia Models	12 months from installation
Thermostat	3 Years	All SolarArk Australia Models	12 months from installation
Batteries	1 Year	All internal/external battery units	12 months from installation

2.1A Labour Warranty Limitation and Return to Base Requirement

(a) Labour Coverage Period: SolarArk Australia warrants labour costs (including diagnostic, removal, installation, and travel expenses) for repair or replacement of defective components for **12 months** from the date of original purchase ("Labour Warranty Period").

(b) Post-Labour Period Remedy Structure: After expiry of the Labour Warranty Period, SolarArk Australia's obligations are limited to:

- **Supply of replacement parts only** (at no charge for confirmed manufacturing defects); OR
- **Return-to-base repair** at SolarArk Australia's election, where the consumer bears all costs of detaching, packaging, freight, and re-installation.

(c) Return to Base Requirement: For claims made after the Labour Warranty Period, SolarArk Australia may, at its absolute discretion, require the consumer to:

- Return the defective unit or component to SolarArk Australia or an Authorised Service Provider at the consumer's cost, OR
- Pay for reasonable travel costs where on-site attendance is requested and SolarArk Australia agrees to attend.

(d) Freight and Access Costs:

- **Consumer Responsibility:** The consumer is responsible for all costs of returning goods to SolarArk Australia, including packaging, shipping, freight, and insurance. Goods remain at the consumer's risk during transit.
- **SolarArk Australia Responsibility:** SolarArk Australia will bear return freight costs only where: (i) A manufacturing defect is confirmed by technical assessment; AND (ii) The claim is made within the Labour Warranty Period; AND (iii) SolarArk Australia elects to repair rather than replace.

(e) ACL Preservation: This labour limitation does not affect the consumer's statutory rights under the Australian Consumer Law. If a major failure occurs after the Labour Warranty Period, the consumer may still be entitled to a remedy (repair, replacement, or refund) where the product has not lasted a reasonable time. SolarArk Australia has structured this warranty limitation based on ***independent legal advice that 12 months labour coverage is fair and reasonable*** for roof ventilator products in the \$500-\$2,000 price range, considering: (a) consumer access to ACL remedies for major failures; (b) product detachability; (c) industry standard practice. ***This limitation shall be deemed fair and reasonable unless a court or tribunal of competent jurisdiction determines otherwise in the specific circumstances of the claim.***

(f) Non-Standard Access: Where installation is in a "non-standard" or inaccessible location requiring scaffolding, safety rigs, or cherry pickers, the cost of providing such specialised access is the responsibility of the claimant regardless of whether the claim is made within or outside the Labour Warranty Period, unless SolarArk Australia performed or managed the original installation.

2.2 What This Warranty Covers

This Manufacturer's Warranty covers defects in materials or workmanship that result in product failure under normal use and maintenance conditions. "Manufacturing defect" means a deviation from the product's design specifications existing at the time of supply, confirmed by SolarArk Australia's technical assessment.

2.3 What This Warranty Does Not Cover

This warranty does not cover:

- Damage from failure to follow maintenance requirements (Section 4)
- Abnormal use or operation beyond product design (Section 5)
- Environmental damage including corrosion in non-marine grade units (Section 5.1)
- Damage from unauthorised modifications or tampering
- Damage from thermal shock (cleaning hot panels with cold water)
- Shading damage from vegetation or obstructions
- Freight or access costs for non-manufacturing defects
- Consumable items or normal wear and tear

Burden of Proof: SolarArk Australia bears the burden of proving that a failure was caused by factors excluded above. However, where SolarArk Australia demonstrates (by technical assessment) that failure resulted from excluded factors, the consumer bears the cost of assessment and remedy.

SECTION 3: RETURNS, EXCHANGES & REMEDIES

3.1 Change of Mind Returns

SolarArk Australia is not legally required to provide a refund if you simply change your mind. However, at our absolute discretion, we may accept returns subject to:

- **30% Restocking Fee:** Covers technical inspection, testing, repackaging, and administrative processing. This fee is calculated to recover actual costs incurred and does not exceed reasonable commercial rates.
- **Condition:** Goods must be in original, undamaged packaging; not installed or modified
- **Freight:** Consumer bears all return freight and insurance costs

3.2 ACL Remedies (No Restocking Fee)

The 30% restocking fee **does not apply** to returns made under the ACL where a product has a major or minor failure.

3.3 Replacement Terms

When a component is replaced under this Manufacturer's Warranty, the balance of the original warranty period continues to apply. This does not limit your ACL rights regarding the replacement part itself.

SECTION 4: MANDATORY MAINTENANCE REQUIREMENTS

4.1 Annual Maintenance Obligation

To ensure system performance and satisfy the ACL requirement of "Acceptable Quality," the following maintenance must be carried out at least once every 12 months:

Solar Array Cleaning:

- Clean modules every 12 months (6 months in coastal/high-dust areas)
- Use soft cloth and mild detergent only.
- **NO alcohol-based cleaners**
- **CRITICAL:** Do not clean during heat of day or direct sunlight—clean only when glass is cool (early morning/late evening) to prevent thermal shock fracturing

Vegetation & Shading Management:

- Keep panels clear of shading from branches, antennas, or structures.

- Shading causes "hot spots" which constitute environmental damage, not manufacturing defect.

Hardware & Torque:

- Annual check of mounting hardware for safety and security

Wiring & Flashings:

- Inspection for watertightness and UV degradation

Component Integrity:

- Do not tamper with enclosed motors or factory-sealed thermostats—unauthorised tampering voids this Manufacturer's Warranty

4.2 Maintenance Documentation

All maintenance must be documented in the **SolarArk Australia Maintenance Log** (provided at installation).

Burden of Proof Regarding Maintenance: SolarArk Australia bears the burden of proving that any failure to maintain the product caused or contributed to a fault. However, where SolarArk Australia's technical assessment demonstrates (with photographic or diagnostic evidence) that lack of maintenance caused or contributed to the failure, the consumer's claim under this voluntary warranty may be limited or denied for that specific fault.

SECTION 5: USAGE, ENVIRONMENT & ACCESS LIMITATIONS

5.1 Intended Use

Operating hybrid units more than 3 hours past sundown or bypassing thermostats for 24-hour operation constitutes "abnormal use" beyond the product's design parameters.

5.2 High-Corrosion Zones (Marine Environments)

Standard units are **not warranted** for high-corrosion zones unless "Marine Grade" was specified at purchase.

Definition of High-Corrosion Zone:

- Within 5km of breaking surf (exposed ocean coastlines); OR
- Within 1km of calm salt water (estuaries, bays, or saltwater rivers)

Consequence of Non-Compliance: Installation of a Standard Series unit in a High-Corrosion Zone constitutes "abnormal use" under the ACL. Standard units are not designed or chemically treated for high-salinity environments. Use of a Standard unit

where Marine Grade is required voids the Manufacturer's Warranty regarding corrosion-related defects.

5.3 Access Provision

If a product requires remedy, it is the consumer's responsibility to return goods to the supplier. If installation is in a "non-standard" or inaccessible location (requiring scaffolding, safety rigs, or cherry pickers), the cost of providing such specialised access is the responsibility of the claimant, unless SolarArk Australia performed or managed the original installation.

SECTION 6: FAILURE ASSESSMENT & REMEDIES FRAMEWORK

6.1 Minor Failure

A failure that can be remedied within a reasonable time. SolarArk Australia may choose to repair, replace, or refund. Most SolarArk Australia components are **Field Replaceable Units (FRUs)**, allowing rapid repair without full unit replacement.

Timeframe for Remedy: SolarArk Australia will remedy minor failures within **30 business days** from notification, or such longer period as agreed in writing due to parts availability or access constraints. If SolarArk Australia fails to remedy within this period, you may have the failure remedied elsewhere and recover reasonable costs from SolarArk Australia or reject the goods if the failure becomes major.

6.2 Major Failure

As defined by ACL Section 260: The goods would not have been acquired by a reasonable consumer if they knew the extent of the failure; OR the goods are significantly different from description; OR the goods are substantially unfit for purpose and cannot be remedied easily; OR the goods are unsafe.

For a verified Major Failure, you may choose between a refund or replacement.

6.3 Technical Assessment Process

SolarArk Australia reserves the right to conduct a technical assessment to determine the root cause of any reported failure. This assessment may be performed:

- Remotely via technical data submission (e.g., Voc/Resistance readings); OR
- Via on-site inspection

For goods attached to real property: SolarArk Australia recognises that roof-mounted products require safe detachment assessment. ***Before rejection:*** Consumer provides **3 photographs** (overall installation, mounting hardware close-up, surrounding roof area). ***If photographs inconclusive,*** SolarArk Australia offers: (a)

Free remote video assessment (consumer shows installation via video call); or (b) **Paid inspection** (\$150, refunded if rejection upheld). **Safety override:** SolarArk Australia may accept rejection without photographic evidence where consumer provides statutory declaration of unsafe roof access, subject to alternative verification.

6.4 Statutory Faults (No Cost to Consumer)

Where technical assessment confirms a failure is due to manufacturing defect or breach of ACL consumer guarantee, SolarArk Australia bears all costs associated with assessment, repair, or replacement.

6.5 Non-Statutory Service Fees and Post-Warranty Labour Costs

(a) Application: This section applies where:

- Technical assessment determines "**No Fault Found**" (product functions within specifications per Section 6.6); OR
- Failure is caused by factors external to manufacture (incorrect installation, wildlife damage, extreme weather, incompatible third-party components, lack of maintenance per Section 4, or abnormal use per Section 5); OR
- The Labour Warranty Period (12 months) has expired and the consumer requests on-site attendance.

(b) Standard Service Fee: A Standard Service & Cost Recovery Fee of **\$150.00 + GST** (plus applicable travel costs calculated at \$1.50/km from SolarArk Australia's Shailer Park facility) will apply **only where all** of the following conditions are met:

1. Assessment determines no manufacturing defect exists; AND
2. The consumer requested on-site attendance (as opposed to remote assessment or return-to-base); AND
3. **Prior written disclosure and authorisation** have been obtained per Section 6.7.

(c) Post-Labour Warranty On-Site Service: Where the Labour Warranty Period has expired and the consumer requests on-site repair or replacement:

- SolarArk Australia will provide a written quote for labour, travel, and access costs prior to attendance.
- The consumer may elect to: (i) Accept the quoted costs and proceed with on-site service; OR (ii) Arrange their own qualified tradesperson to perform the repair using SolarArk Australia-supplied parts; OR (iii) Return the unit to SolarArk Australia at their own cost for repair or replacement.

- **No service will be performed without prior written authorisation** of costs.

(d) Freight Cost Allocation for Valid Warranty Claims:

- **Within Labour Warranty Period:** Where a manufacturing defect is confirmed, SolarArk Australia will reimburse reasonable return freight costs (standard ground transport only) upon presentation of receipts.
- **Outside Labour Warranty Period:** The consumer bears all freight and logistics costs, even where a manufacturing defect is confirmed. SolarArk Australia's obligation is limited to supplying replacement parts or receiving returned goods for repair at its facility.

(e) Major Failure Exception: Notwithstanding the above, where a **major failure** (as defined by ACL Section 260) is confirmed after the Labour Warranty Period, and the consumer would not have acquired the goods had they known of the failure, the consumer may reject the goods and claim a refund or replacement. In such cases, SolarArk Australia will reimburse reasonable costs of returning the goods, provided the consumer provides photographic evidence per Section 6.3 that the goods can be detached without damage.

6.6 Technical Specifications — "No Fault Found" Definition

For purposes of Section 6.5, a product is deemed to be functioning to specification when:

Component	Specification	Test Method
Solar Panel	Voc (Open Circuit Voltage) within $\pm 10\%$ of rated output	Multimeter test in full sun
Motor	Rotational speed within $\pm 15\%$ of rated RPM at standard voltage	Tachometer measurement
Thermostat	Activation within $\pm 3^{\circ}\text{C}$ of set point	Thermal probe test
Airflow	Within $\pm 20\%$ of rated CFM under standard conditions	Anemometer measurement

If the product meets these specifications, the issue is classified as "No Fault Found" even if performance does not meet consumer expectations due to environmental factors (shading, temperature, installation location).

6.7 Pre-Authorisation and Cost Disclosure Requirement

(a) Mandatory Disclosure: No service fee, labour charge, or freight cost will be charged to a consumer without **prior written disclosure and explicit authorisation**.

Written disclosure must specify:

- The nature of the proposed service.
- The estimated total cost (including labour, travel, freight, and GST).
- The basis for the charge (No Fault Found, expired labour warranty, external cause, etc.).
- The consumer's right to seek a second opinion or alternative remedy under the ACL.

(b) Consumer Acknowledgement: The consumer must sign or electronically acknowledge acceptance of costs before any chargeable service is performed.

Telephone authorisation must be followed by written confirmation within 24 hours.

(c) Remote Assessment Alternative: Consumers are encouraged to provide requested technical data (Voc/Resistance readings, photographs, maintenance logs) prior to requesting on-site attendance to minimise the risk of incurring non-warranty service fees. Remote assessment is offered at no cost.

SECTION 7: REJECTION PERIOD GUIDANCE

Under the ACL, you must reject goods within a **reasonable time** after becoming aware of the failure. What is "reasonable" depends on the nature of the goods, their use, and expected lifespan.

For SolarArk Australia roof ventilators: For optimal assessment of your rights under the ACL, **notify SolarArk Australia** promptly ***upon discovering any failure***. SolarArk Australia reserves the right to contend that failures not reported within 14 days have become more difficult to remedy, potentially affecting the classification of the failure as minor or major under ACL Section 260.

SECTION 8: SUPPLIER INDEMNITY (ACL Sections 274 & 276A)

SolarArk Australia acknowledges its obligation to indemnify resellers under Section 274. In accordance with Section 276A, SolarArk Australia's liability to the supplier is strictly limited to the lowest cost of:

1. Replacing the goods; OR
2. Obtaining equivalent goods; OR
3. The cost of having the goods repaired.

SolarArk Australia reserves the right to audit technical data (Voc/Resistance) and photographic evidence prior to approving indemnity claims to ensure the "lowest cost" mandate is met.

SECTION 9: HOW TO MAKE A CLAIM

Contact:

- Phone: 0499 336 163
- Email: info@solarark.com.au

Required Evidence:

- Proof of purchase
 - Maintenance log documentation
 - Photos of installation environment
 - Photos of specific fault
 - Compliance certificate (if applicable)
 - Voc/Resistance readings (if available)
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SECTION 10: SAFETY & MAINTENANCE PROCEDURE

(Reference: SA-MGP-2026-REV01)

10.1 Safety Warnings

SolarArk Australia Pty Ltd does not accept any risk of working at heights to either personal or property damages.

- **Professional Maintenance:** All roof-level maintenance should be performed by a qualified tradesperson.
 - **Weather:** Maintenance only in fair weather with dry roof conditions
 - **Electrical Safety:** Do not tamper with, bypass, or open DC motor, thermostat, or internal wiring—such actions pose safety risks and void the Manufacturer's Warranty
 - **PPE:** Appropriate fall protection, non-slip footwear, and gloves must be used.
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10.2 Coastal Maintenance (Extra High/Ocean Front Environments)

For homes within 200m of high wash:

- Exterior housing must be rinsed with fresh water annually to prevent salt crystallization.

10.3 Authorised Parts

Use of non-OEM parts or unauthorised modifications will result in immediate cessation of Manufacturer's Warranty coverage.

SECTION 11: LIMITATION OF LIABILITY

To the extent permitted by law, SolarArk Australia's liability for breach of any term, condition, or warranty (including any condition or warranty implied by the ACL that cannot be excluded) is limited, at SolarArk Australia's option, to:

- Replacement of the goods or supply of equivalent goods
- Repair of the goods
- Payment of the cost of replacing the goods or acquiring equivalent goods
- Payment of the cost of having the goods repaired.

This limitation does not apply to claims for breach of ACL consumer guarantees where such limitation would be void under Section 64 of the ACL.

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Quality Assurance & Technical Indemnity Form

Reference: Statutory Indemnity Claim under ACL Section 274 / 276A

Baseline data is required for technical assessment to verify indemnity eligibility. This protects both the supplier and manufacturer from unforeseen costs.

1. Consumer & Installation Baseline

Customer Name: _____

Serial No: _____

Address: _____

Installer License: _____ **Install Date:** / /20____

2. Technical Diagnostic Data (Required)

Voc Reading (Volts): _____ **Resistance (Ω):** _____

Nature of Fault:

☐ Major Failure (As defined by ACL Section 260)

☐ Minor Failure (Repairable via component replacement/FRU)

Root Cause:

☐ Mfg. Defect

☐ Install Error

☐ Environment/Acts of God

3. Evidence Checklist

☐ Proof of Purchase |

☐ Site Visuals/Photos |

☐ Photo of Specific Fault |

4. Statutory Declaration

I, _____, declare that:

1. The information provided is true and correct to the best of my knowledge.
2. The amount claimed represents reasonable costs incurred to remedy the consumer's statutory rights.
3. The remedy provided was consistent with SolarArk Australia authorized service benchmarks and the "lowest cost" requirement of ACL Section 276A.
4. I have verified that the failure was not caused by installation error, lack of maintenance, or environmental factors.
5. I have obtained prior written authorisation for any service fees charged to the consumer.

Signed: _____ **Date:** / /20____

SolarArk Australia Authorisation (if claim >\$500): _____



SolarArk Australia: SAV-VENT Maintenance & Care Procedure

Document Number: SA-MGP-2026-REV01

Applicability: All SolarArk Australia Solar Powered Roof Ventilator Models (SAV Series)

Statutory Rights & Compliance Notice

Our goods and services come with guarantees that cannot be excluded under the **Australian Consumer Law (ACL)**. 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.

This Maintenance Procedure is provided to ensure the longevity of your system.

While these steps are recommended for optimal performance, please note that the **SolarArk Australia Manufacturer's Warranty** is conditional upon the system being maintained in accordance with this guide. Failure to maintain the product may limit your ability to claim under the voluntary warranty where the lack of maintenance has caused or contributed to a product fault.

Safety & Hazard Mitigation

SolarArk Australia Pty Ltd does not accept any risk of working at heights to either personal or property damages.

- **Professional Maintenance:** We strongly recommend that all roof-level maintenance be performed by a qualified tradesperson.

- **Weather Conditions:** Maintenance should only be conducted in fair weather with dry roof conditions.
 - **Electrical Safety:** Do not tamper with, bypass, or open the DC motor, thermostat, or internal wiring. Such actions pose a safety risk and will void the Manufacturer's Warranty.
 - **PPE:** Appropriate fall protection, non-slip footwear, and gloves must be used.
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Mandatory Maintenance Actions

3.1 Solar Module Care (The "Engine" of the System)

To maintain the efficiency of the solar cells and protect the structural integrity of the glass, follow these critical cleaning instructions:

1. **Cleaning Frequency & Materials:** Clean the solar panel every 12 months (6 months in coastal or high-dust areas). Use only a soft cloth and a mild, non-abrasive detergent.
2. **Thermal Shock Prevention (CRITICAL):**
 - **DO NOT** clean the solar panel during the heat of the day or while it is in direct sunlight.
 - **Timing:** Only clean the panels early in the morning or late in the evening when the glass is cool to the touch.
 - **The Risk:** Drastic temperature changes between cold water and hot glass can cause fracturing (**Thermal Shock**). Such damage is considered misuse and is not covered by the SolarArk Australia Manufacturer's Warranty.
3. **Shading Management:** Ensure branches, antennas, or new structures do not shade the panel. Shading causes "hot spots" which can permanently damage solar cells.

3.2 Mechanical & Airflow Integrity

1. **Debris Removal:** Inspect the area under and around the fan shroud. Remove leaves, bird nests, or debris. Blocked airflow causes motor overheating and premature bearing wear.
2. **Fixing Audit:** Check the four (4) main terminal bolts and all mounting hardware. Ensure they are torqued correctly to prevent vibration noise or structural instability.
3. **Corrosion Rinse (Coastal Residents):**

