

ENGENIUS Limited

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EXAMPLE ONLY EXAMPLE ONLY EXAMPLE ONLY EXAMPLE ONLY

WARRANTY: **SOLAR-ELECTRIC (PV) SYSTEM**
installed under the Energy Saving Trust Major Photovoltaics Support
Programme by Engenius Limited of Cowes, Isle of Wight (“Engenius”)

1. **Scope**

This Warranty relates only to that equipment and its connections and fixings supplied and installed by Engenius and comprising **seven (7) solar panels Kyocera KC200GHT-2 to roof, one (1) inverter SMA SB1700D-ESS** (the System) under its reference **...EQ71399.....** and commissioned by Engenius on **05 April 2007** for Customer **Mr John Smith** at **9 Acacia Avenue Brownsville Hampshire BB1 2CC**

2. **Duration**

This Warranty shall remain in effect for a period of two (2) years commencing upon the date of first successful commissioning of the System (the Duration).

3. **Liability**

Engenius warrants that the System is suitable for the purpose specified in its written offer accepted by Customer and is free from defect in workmanship, installation and materials at time of commissioning. In the event of a fault in the System becoming apparent within the Duration, and which in the opinion of Engenius is the result of faulty workmanship or materials, Engenius will make good such fault by repair, replacement or substitution, at its option, without charge to Customer subject to customer’s reasonable co-operation in respect of access and timing. All such making good shall be subject to this Warranty for the balance of Duration then remaining.

4. **Limitations**

Engenius’ liability under this Warranty is limited to the Liability mentioned above and in any event to a sum not exceeding the total purchase price paid by Customer for the System. Under no circumstances whatsoever shall Engenius become liable for damage or loss to the System arising from cause external to the System, nor for consequential damage or loss howsoever caused. All further liability save as provided by applicable law is expressly excluded.

5. **Manufacturers’ Warranty**

Engenius hereby assigns to Customer its interest in any warranty provided by original manufacturer of equipment forming part of the System and which extends beyond the Duration. Engenius will use its best endeavours to assist Customer in any claim under such extended warranty but otherwise accepts no liability for itself other than stated herein.

6. **Restrictions**

This Warranty shall become void in the event of any of the following occurring within the Duration:

1. interference with the System or attached or associated parts unauthorised by Engenius;
2. use, mis-use, abuse or application of the System otherwise than for the purposes and within the limitations for which it was designed and supplied;
3. transfer of ownership of the System save as part of the premises to which it was originally installed which shall have been notified to and accepted by Engenius;
4. full payment for the System being not received by Engenius within the term of payment agreed.

7. **Assignment**

Customer may assign any outstanding balance of this Warranty to a subsequent purchaser of the property at which the System is installed subject to the prior written consent of Engenius which shall not unreasonably be withheld. Engenius may in the course of its business assign its obligations under this Warranty to a third party and will inform Customer in such an event, all other conditions of this Warranty remaining unchanged.

8. **Headings**

The headings used in this Warranty are for the ease of recognition of its content and do not themselves form any part of the Warranty.

9. **Applicable Law**

This Warranty shall be construed and interpreted according to the laws of and within the courts of law of England.

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