

Electrical Installation Workmanship Warranty (Residential)

Effective date: 5 August 2026

Ultimate Electric Services

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I. Our Commitment and Your Rights

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

For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to a replacement or refund for a major failure with goods and to compensation for any other reasonably foreseeable loss or damage.

If the goods fail to be of acceptable quality and the failure does not amount to a major failure, you are entitled to have the goods repaired or replaced.

This Express Warranty is provided in addition to your rights and remedies under the Australian Consumer Law and any other applicable law.

Nothing in this warranty excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified.

II. Summary of Your Protections

We provide multiple layers of protection for your electrical installation.

This document outlines our 5-Year Express Workmanship Warranty, which is a voluntary warranty provided in addition to your automatic and non-excludable rights under applicable national and state laws.

Summary of Consumer Protections

Australian Consumer Law Consumer Guarantees

Governing law: Australian Consumer Law

Coverage: Services must be provided with due care and skill, be fit for any disclosed purpose and be supplied within a reasonable time where no timeframe has been agreed.

Duration: Applies for a reasonable period, taking into account the nature of the goods or services and the surrounding circumstances.

Can it be excluded?: No.

NSW Statutory Warranties for Major Defects

Governing law: Home Building Act 1989 (NSW)

Coverage: Major defects covered by the statutory warranties, where the legislation applies to the work.

Duration: Six years from completion of the work.

Can it be excluded?: No.

NSW Statutory Warranties for Other Defects

Governing law: Home Building Act 1989 (NSW)

Coverage: Defects covered by the statutory warranties that are not major defects, where the legislation applies to the work.

Duration: Two years from completion of the work.

Can it be excluded?: No.

Our Express Workmanship Warranty

Governing terms: This warranty document.

Coverage: Defects in workmanship as described in Section IV.

Duration: Five years from completion of the work.

Conditions: Subject to the terms of this Express Warranty. These terms do not limit your statutory rights.

III. Your Non-Excludable Statutory Protections

A. Australian Consumer Law

Under the Australian Consumer Law, our installation services come with automatic consumer guarantees, including that they will be:

Provided with Due Care and Skill

Our licensed electricians will perform the installation with the level of care and skill reasonably expected of a competent electrical contractor.

Fit for Purpose

The installation will be reasonably fit for any particular purpose that you made known to us before the work commenced, provided that you reasonably relied on our skill or judgement.

Provided Within a Reasonable Time

Where a specific completion timeframe has not been agreed, the services will be provided within a reasonable time.

The remedies available for a failure to comply with a consumer guarantee will depend on the nature and seriousness of the failure and will be provided in accordance with the Australian Consumer Law.

B. NSW Statutory Warranties

Where the Home Building Act 1989 (NSW) applies to the work, the statutory warranties provided under that Act apply automatically and cannot be excluded.

The applicable statutory warranty periods generally commence from the date the work is completed and are:

- six years for a breach that results in a major defect; and
- two years for any other breach.

The meaning of a major defect and the application of the statutory warranties are determined by the Home Building Act 1989 (NSW).

Nothing in this document limits or replaces these statutory warranties.

IV. Our 5-Year Express Workmanship Warranty

In addition to your statutory rights, we voluntarily provide a 5-Year Express Workmanship Warranty.

The Express Warranty period commences on the date the relevant work is completed, as recorded on your invoice or other applicable completion documentation.

This warranty covers defects caused by our workmanship in performing the installation.

Subject to the exclusions in Section V, the workmanship covered by this warranty includes:

- the secure mounting of equipment and associated installation components;
- the installation, fixing and termination of electrical cabling and conduits;
- electrical connections made by us;
- connections to the property's switchboard;
- the installation of circuit protection devices included in our scope of work, such as RCDs, RCBOs and circuit breakers;
- ancillary installation materials supplied and installed by us, including cabling, conduits, fixings and mounting hardware; and

- compliance of our installation work with the mandatory electrical standards and legal requirements that applied when the work was performed.

If a defect covered by this Express Warranty becomes apparent within the five-year warranty period, we will, within a reasonable time and at no cost to you, either:

- repair the defective workmanship; or
- re-perform the affected part of the installation service.

The appropriate remedy will be determined after the reported fault has been assessed, taking into account your statutory rights and the nature of the defect.

This Express Warranty provides five years of contractual coverage for eligible workmanship defects.

It does not replace or reduce any longer or additional right or remedy that may be available under applicable law.

V. Warranty Exclusions

The exclusions in this section apply only to the extent permitted by law.

They do not exclude, restrict or modify any right or remedy that cannot lawfully be excluded, restricted or modified.

A. Product or Hardware Faults

The 5-Year Express Workmanship Warranty applies to our installation workmanship and covered ancillary installation materials.

It does not provide a five-year product warranty for equipment such as EV chargers, inverters, batteries, appliances or other installed hardware.

Your rights concerning faulty equipment are separate from this Express Workmanship Warranty and may include rights under the Australian Consumer Law.

Product Fault Assessment and Manufacturer Diagnostics

Where we supplied the equipment, you must notify us of any suspected product fault and provide reasonable information about the issue.

Before determining whether a repair, replacement, refund or other remedy is appropriate, we are entitled to assess the reported fault.

We may determine the reasonable method of assessment, which may include:

- photographs, videos and fault-code information;
- remote diagnostics or equipment data;
- software or firmware checks;
- reasonable troubleshooting instructions;
- an onsite inspection;

- assessment by the manufacturer or its authorised service agent; or
- removal and testing of the equipment where reasonably necessary.

Where manufacturer involvement is reasonably required, you must cooperate with the manufacturer's technical support or authorised service process.

This may include:

- communicating with the manufacturer's technical support team;
- providing equipment, account or installation information;
- providing photographs, videos, error messages or fault codes;
- following reasonable diagnostic and troubleshooting instructions;
- allowing remote access to the equipment where appropriate;
- making the equipment available for inspection or testing; and
- providing us with any case number, diagnostic report or written findings.

We may manage the manufacturer assessment ourselves or direct you to communicate with the manufacturer or its authorised service agent as part of our assessment process.

We remain responsible for managing any remedy that we are legally required to provide as the supplier.

You must provide reasonable access, information and cooperation necessary to assess the reported fault.

If you fail to provide reasonable cooperation, information or access and that failure prevents or materially delays the assessment, we may suspend the claim assessment until the required cooperation, information or access is provided.

A claim will not be rejected merely because you are unable to complete a particular troubleshooting step. However, you must notify us and reasonably cooperate with an alternative assessment method.

We may assist with or manage the manufacturer's warranty process, but you may still be required to participate where the manufacturer reasonably requires information, account access, remote troubleshooting or confirmation directly from the equipment owner.

We are not required to determine or provide a remedy before we have been given a reasonable opportunity to assess the reported fault.

However, we will not unreasonably delay the assessment or any remedy required under applicable law.

Manufacturer or authorised-agent assessment forms part of our claims process. It does not:

- remove our obligations as the supplier;
- require you to deal exclusively with the manufacturer;
- prevent you from dealing directly with us; or
- exclude, restrict or modify your rights under the Australian Consumer Law.

Equipment Supplied by Us

Where we supplied the equipment, you may contact us regarding a fault with that equipment.

We will assess the matter and meet our obligations as the supplier under the Australian Consumer Law.

Depending on the circumstances and the nature of the failure, the available remedy may include:

- repair;
- replacement;
- refund;
- compensation; or
- another remedy required by law.

Any manufacturer's warranty is additional to your rights under the Australian Consumer Law.

We may communicate with the manufacturer or an authorised service agent as part of assessing and managing the claim, but your statutory rights against us are not limited to the manufacturer's warranty process.

Equipment Supplied by the Customer

Where you purchased the equipment from another retailer or supplier, we are not the supplier of that equipment.

Claims concerning a fault inherent in customer-supplied equipment should generally be made to the retailer, supplier or manufacturer from whom the equipment was obtained.

Our Express Workmanship Warranty continues to apply to the installation work performed by us.

Where the fault was caused by our installation workmanship rather than the customer-supplied equipment, it may still be covered by this Express Workmanship Warranty or your applicable statutory rights.

B. External Events

Subject to applicable law, this Express Warranty does not cover damage or faults caused by events outside our reasonable control, including:

- lightning;
- fire;
- flood;
- storm damage;
- pest damage;
- vandalism;
- abnormal power surges;
- electricity-network faults;

- grid-wide brownouts or blackouts;
- supply-voltage fluctuations outside permitted limits; or
- other external events that were not caused or contributed to by our workmanship.

C. Misuse, Neglect or Third-Party Interference

Subject to applicable law, this Express Warranty does not cover damage or faults caused by:

- misuse, abuse, neglect, accident or vandalism;
- operation contrary to the equipment manufacturer's instructions;
- failure to undertake reasonably required maintenance;
- unauthorised modification, relocation or alteration of the installation;
- repairs or attempted repairs performed by another person; or
- interference by a third party after completion of our work.

Third-party work does not automatically cancel this Express Warranty in its entirety.

However, we are not responsible under this Express Warranty for faults or damage caused or contributed to by that third-party work or interference.

D. Fair Wear and Tear

Subject to applicable law, this Express Warranty does not cover fair wear and tear or cosmetic deterioration that does not affect the safety, compliance or intended operation of the installation.

This may include fading, discolouration or minor cosmetic deterioration caused by normal ageing or environmental exposure.

E. Pre-existing and Unrelated Faults

Subject to applicable law, this Express Warranty does not cover faults that are unrelated to the work performed by us, including faults caused by:

- pre-existing electrical wiring or equipment;
- defective equipment that was not supplied by us;
- internet or Wi-Fi connectivity;
- mobile applications or third-party online services;
- electricity-retailer or electricity-network systems;
- changes made to the property's electrical installation after completion of our work;
- changes to connected equipment, appliances, solar systems, batteries or vehicles;
- software or firmware changes; or
- compatibility issues that were not caused by our workmanship.

F. Consequential Damage Following a Known Fault

You should take reasonable steps to prevent further damage after becoming aware of a fault.

Where it is safe to do so, this may include ceasing use of the affected equipment and isolating its electrical supply.

Nothing in this clause excludes liability for loss or damage that is recoverable under the Australian Consumer Law or another applicable law.

VI. How to Make a Warranty Claim

To make a claim under this Express Warranty or notify us of a possible failure covered by applicable statutory rights:

1. If the fault appears unsafe, immediately cease using the affected equipment. Where it is safe to do so, isolate the affected circuit or equipment at the switchboard.
2. Contact us as soon as reasonably practicable after the fault becomes apparent:

Email: contact@ultimateelectricservices.com.au

Phone: 0404 360 546

3. Provide reasonable details about the reported fault, including where available:
 - your name and installation address;
 - the date the work was completed;
 - a description of the fault;
 - when the fault was first noticed;
 - photographs, videos, error messages or other relevant information; and
 - details of any event that may have caused or contributed to the fault.
4. Provide a copy of your invoice or another reasonable form of proof that we supplied or performed the relevant work.

Alternative proof may include:

- a receipt;
- a bank or card statement;
- an accepted quotation or estimate;
- email or written correspondence;
- a Certificate of Compliance for Electrical Work;
- payment records; or
- information contained in our own business records.

Prompt notification allows us to investigate the cause of the fault, reduce the risk of further damage and arrange an appropriate response.

A delay in notifying us may affect our ability to determine the cause of the fault.

However, no notification requirement in this Express Warranty excludes or limits your rights under the Australian Consumer Law, the Home Building Act 1989 (NSW) or any other applicable law.

Where the Home Building Act 1989 (NSW) applies, you should make reasonable efforts to provide written notice of an alleged breach of a statutory warranty within the period required by that Act.

VII. Assessment, Response and Rectification Timeframes

After receiving a warranty claim, we will review the information provided and arrange an initial assessment as soon as reasonably practicable.

We may first conduct a preliminary assessment by:

- phone;
- email;
- photographs;
- videos;
- equipment data;
- remote diagnostics; or
- communication with the equipment manufacturer or its authorised service agent.

Where an onsite inspection is reasonably required, we will arrange attendance based on:

- the nature and urgency of the reported fault;
- whether the fault presents an immediate safety risk;
- availability of site access;
- availability of replacement materials or equipment;
- the need for manufacturer, supplier or authorised-agent involvement;
- the complexity of the fault;
- technician availability; and
- circumstances outside our reasonable control.

Faults presenting an immediate electrical safety risk will be given priority.

Where a claim is accepted, we will carry out the required remedy within a reasonable time.

The reasonable timeframe for assessment and rectification will depend on the individual circumstances, including:

- the safety and urgency of the fault;
- access to the premises;
- availability of parts and equipment;
- manufacturer or authorised-agent response times;
- customer cooperation with reasonable assessment requirements; and
- the complexity of the required work.

We will keep you reasonably informed about the assessment, scheduling and progress of an accepted claim.

Nothing in this section allows us to delay a remedy unreasonably or limits any right you may have where a failure is not remedied within a reasonable time.

VIII. Conditional Diagnostic Call-Out Fee

We may require payment of a conditional diagnostic call-out fee before attending the premises to investigate a reported fault.

The amount of the fee will be disclosed and agreed before the attendance is booked.

The diagnostic call-out fee will be waived or refunded where the fault is determined to be:

- a valid defect covered by our 5-Year Express Workmanship Warranty;
- a breach of an applicable statutory warranty under the Home Building Act 1989 (NSW);
- a failure to comply with an applicable consumer guarantee under the Australian Consumer Law; or
- another matter for which we are legally responsible.

Subject to applicable law, the diagnostic call-out fee may be retained where the fault is determined to have been caused by a matter for which we are not responsible, including:

- user error or misuse;
- a product or hardware fault involving equipment we did not supply;
- an electricity-network or grid issue;
- internet, Wi-Fi, software or application issues;
- pre-existing wiring or equipment;
- customer-supplied equipment;
- third-party work or interference;
- an excluded external event; or
- another matter excluded under Section V.

Where we supplied equipment that is found to have failed to comply with the Australian Consumer Law, you will not be charged a fee that you are not lawfully required to pay in order to obtain an applicable remedy.

IX. Access and Cooperation

You must provide reasonable access to the installation and affected equipment so that the reported fault can be inspected and, where applicable, repaired.

You must also provide any information and cooperation reasonably required to investigate the fault.

This may include:

- providing photographs, videos, error messages or fault codes;
- completing reasonable troubleshooting steps;

- communicating with a manufacturer or authorised service agent where reasonably required;
- allowing remote diagnostics where appropriate;
- providing access to the equipment or relevant application;
- making the equipment available for inspection or testing; and
- providing any relevant manufacturer case number or written findings.

Where your failure to provide reasonable access, information or cooperation prevents or materially delays assessment of the fault, we may suspend the assessment until the required access, information or cooperation is provided.

We will not be responsible for delays caused by:

- failure to provide reasonable access;
- failure to provide information or cooperation reasonably required for the assessment;
- unsafe site conditions;
- concealed or inaccessible wiring;
- delays in receiving information reasonably requested from you;
- delays caused by a manufacturer, distributor, authorised service agent, electricity network or another third party; or
- events outside our reasonable control.

This clause does not excuse an unreasonable delay by us after access, information and cooperation reasonably required to complete the assessment or remedy have been provided.

X. Definitions

“Ultimate Electric Services”, “we”, “us” or “our” means Ultimate Electric Services, ABN 73 297 081 849.

“You” or “customer” means the person who engaged us to perform the relevant work or another person entitled to enforce an applicable statutory right.

“Express Warranty” means the 5-Year Express Workmanship Warranty provided under this document.

“Workmanship” means the physical labour, skill and installation practices employed by us when performing the electrical installation, including covered cabling, conduits, fixings, mounting hardware, terminations, protective devices and switchboard connections installed as part of our agreed scope of work.

“Completion” means the date on which the relevant installation work was completed, as shown on the invoice or other applicable completion documentation.

“Major defect” has the meaning given to that term under the Home Building Act 1989 (NSW).

“Manufacturer assessment” means troubleshooting, diagnostics, inspection or testing performed by the equipment manufacturer or its authorised service agent as part of determining the cause and appropriate remedy for a reported product fault.

“Applicable law” includes the Australian Consumer Law, the Home Building Act 1989 (NSW) and any other legislation that applies to the relevant goods or services.

XI. Limitations and General Conditions

This section applies only to the 5-Year Express Workmanship Warranty and does not exclude, restrict or modify your statutory rights.

The Express Warranty:

- applies to work performed by us;
- applies for five years from completion of the relevant work;
- must be supported by reasonable evidence that we performed the work;
- applies only to defects caused by our workmanship; and
- is subject to the exclusions and conditions contained in this document.

The Express Warranty is provided to the original customer named on the invoice.

Where ownership or occupancy of the property changes, any transfer of this Express Warranty is subject to our written agreement.

However, this condition does not exclude or restrict any statutory right that may legally pass to or be enforceable by a subsequent owner or another person.

No provision of this document should be interpreted as requiring you to pay for a remedy that we are legally required to provide without charge.

If any provision of this Express Warranty is found to be invalid or unenforceable, that provision will be read down or severed to the extent necessary.

The remaining provisions will continue to apply.

XII. Governing Law

This Express Warranty is governed by the laws of New South Wales and the Commonwealth of Australia.

Nothing in this warranty limits any right to contact NSW Fair Trading, the Australian Competition and Consumer Commission, a tribunal, a court or another relevant authority.