

## AUSTRALIA-WIDE SOLAR PTY LIMITED STANDARD TERMS AND CONDITIONS

**GENERAL** - These terms and conditions of sale apply to the supply of certain products ("Equipment") and the installation of such Equipment ("Installation Services") by Australia-Wide Solar Pty Limited ("we" or "us"). If there is any conflict between these terms and conditions and those which may be included in or implied by a document forming part of any enquiry, specification, quotation, order or contract then these conditions shall prevail to the extent of such conflict.

**QUOTATION AND ACCEPTANCE** - We will provide you with a quotation for the Equipment to be supplied and for the Installation Services to be performed ("Quotation"). Our Quotation should not be construed as an unconditional offer or invitation to supply the Equipment or to perform Installation Services and we reserve the right to withdraw the Quotation at any time. By paying a deposit you are agreeing wholly to the Australia-Wide Solar standard terms and conditions. We request a minimum deposit of 10% prior to commencement, with reasonable progress payments as necessary. We accept your deposit as your intention to proceed with the installation and to make payments as requested. Your intention to proceed with the installation incurs costs in allocating resources such as staff, stock and equipment. As such deposits and progress payments are refundable at our discretion.

**INSTALLATION AND DELIVERY** - Once the deposit is received, required applications are approved and equipment is available, we will schedule the commencement of the Installation Services. While we will endeavour to comply with your requirements in terms of timing and/or your building schedule we cannot accept any responsibility for delays in commencement and/or completion and/or commissioning of the Equipment. We will proceed with the Installation Services as soon as practicable. Suitably qualified and experienced tradespersons will be used for the task and they shall perform all installation work in a good and workmanlike manner, in accordance with 'Australian Building Standards'. You must ensure reasonable access to the Site at all times during the Installation Services.

**ELECTRICITY METERING (Solar Electric)** - A 'bi-directional' meter must be installed for the solar generator to be left running. The electricity retailer is responsible for installing a 'bi-directional' meter. If a 'bi-directional' meter is not already installed, you must contact the electricity retailer and request one. Australia wide Solar will not quote for meter install or any meter box upgrade that may be required to meet the electrical standards. Please ensure this request is submitted early, as solar generators cannot be left on without a 'bi-directional' meter.

**STATUTORY APPROVALS** - If any approvals are required for the installation and/or operation of the Equipment by any statutory body (such as your local council) then you must obtain such approvals, at your cost, prior to commencement of any work. If you fail to do so then you indemnify us for and against any costs incurred as a result (including and fines or penalties imposed on us, or the costs of compliance with any notices issued by the statutory body).

**INDEPENDENT CONTRACTORS** - We may engage independent contractors to undertake all or any part of the Installation Services.

**MANUFACTURERS WARRANTIES** - You acknowledge that all or a part of the Equipment may be manufactured by a third party manufacturer. While we will endeavour to ensure that all Equipment is suitable for its intended purpose we make no warranty or representation in that regard and you release us of any liability in that regard. We will pass on the full manufacturer's warranty.

**OPERATION OF THE EQUIPMENT** - Any performance figures given by us in relation to the Equipment are based on our general experience and/or the manufacturer's specifications and are such as we would generally expect to obtain on test. The actual performance of the Equipment can and will be affected by the specific site conditions, the specific method of installation and climatic conditions at the site. We are under no obligation or liability for damages for failure to attain such figures.

**FINANCIAL BENEFIT** - We make no warranties in relation to any financial benefits arising from the installation of the Equipment. Each and every customer has their own financial circumstances and we cannot and do not offer any financial advice in relation to any such matters.

**PAYMENT** - Full payment is required on completion of Australia Wide Solar's installation. This does not include the energy company's meter, or Meter box upgrade should it be required. We shall be entitled to charge you interest on all overdue payments, calculated from the due date for payment until the date of repayment in full, at a rate of 2.5% per calendar month on a compound basis. You will pay our costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against you, including debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by you to us irrespective of whether pursuit of the recovery action, claim or remedy is successful.

**TITLE TO GOODS** - We shall retain property in and title to the Equipment until all sums due and owing to us under this agreement have been duly paid by you in full, including assignment of any rebates or point of sale. Until such time:

- all rights in the Equipment vest in us;
1. you cannot remove the Equipment under any circumstances;
  2. if the Equipment has not yet been installed, it must be stored in a safe and secure location;
  3. we may have access to the site at anytime to inspect all or any part of the Equipment;
  4. you must deliver up the Equipment to us on request and in default of delivery we may enter your premises or elsewhere at any reasonable time with or without notice to repossess the Equipment.
  5. To the extent (if any) the property legal title or the Equipment has passed to you by operation of law then you acknowledge that we have a specific lien over the Equipment until paid for in full and you must not sell or dispose of all or any of the Equipment while such lien is effective. Any warranties are not valid

**USE OF YOUR PERSONAL INFORMATION** - You acknowledge and agree that personal data provided may be used and retained by us for the following purposes and for other purposes as shall be agreed between us or as may be required by law from time to time:

Provision of goods and/or services;

1. marketing of goods and/or services by us, our agents or distributors in relation to the goods and/or services;
2. analysing, verifying and/or checking your credit, payment and/or status in relation to the provision of goods and/or services;
3. processing of any payment instructions, direct debit facilities and/or credit facilities requested by you; and
4. Enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the goods and/or services.

**INDEMNITY** - You must comply with all our instructions in relation to the operation, use, repair and maintenance of the Equipment. Notwithstanding such compliance, to the maximum extent permitted by law, you must indemnify us and keep us so indemnified for and against all claims, expenses and liabilities of whatever nature including without limitation, any claims for death, personal injury, damage to or destruction of property and consequential loss, including loss of profit, which may be made against us or which we may sustain, pay or incur arising out of the manufacturer, sale, supply and installation of the Equipment, unless the same is directly and solely attributable to any negligent act or omission on our part or on the part of our authorised employees or agents.



**WARRANTY** - Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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. We will use our best endeavours to comply with all applicable statutory warranties in relation to the Equipment and the performance of the Installation Services. In the event that a claim is made against us for any defective Equipment or Installation Services, our liability under this agreement is limited to the following. Please note that our obligations do not cover the following:

1. Damage or problems or unsatisfactory performance caused to the equipment by faulty or incorrect external electrical wiring, incorrect power supply,
  1. voltage fluctuations, over voltage transients or electromagnetic interference not originating within the Equipment.
2. Damage or problems caused by the use of an accessory, component or equipment not supplied by us.
3. Damage or problems caused by storm, fire, flood, vandalism, misuse, negligence, Acts of God, earthquake, war, vermin, and/or any other foreign matter entering the equipment (such as dirt and moisture).
4. Damage or deterioration to the external surfaces caused by normal weathering or corrosive atmospheric conditions.
5. Any costs or additional labour associated with gaining acceptable service access to Equipment installed in restricted or unsafe (eg high) locations.
6. Equipment which has been re-installed at a location other than the original location.
7. Equipment which has been interfered with, tampered with or repaired by you and/or by any other unauthorized persons.
8. Any consumable item supplied with the Equipment (unless the item is shown to be defective at the time of purchase).
9. Damage or problems or unsatisfactory performance resulting from operation at conditions outside the operating conditions specified by the manufacturer's technical or sales literature applicable to the Equipment.
10. Damage, problems or unsatisfactory performance resulting from misapplication of the Equipment.
- 11.
- 12.

We may charge a fee for any service call if we believe the defect arises from any of the above.

**RENEWABLE ENERGY CERTIFICATE (REC) or SMALL-SCALE TECHNOLOGY CERTIFICATES (STC) CREDIT VALUE** – Any REC or STC value offered on the quote will be valid for 45 days from the date of deposit. REC and STC have a deeming period (with PV systems); the system must be in place for this deeming period. STC values are subject to change and customers have the option to trade STC's outside of Australia Wide Solar providing the quotation is paid as a gross amount (not considering REC's). After 45 days from deposit, the STC value may be adjusted.

**ASSIGNMENT OF ANY REBATES, INCENTIVES, REC CREDITS AS A DISCOUNT**- In consideration of the provision of the Installation Services and Equipment, you unconditionally and irrevocably assign to us the benefit of all REC, incentives and/or rebates & agree to execute such documents and do such things as may be reasonably required at any time to give full force and effect to such assignment (including sign any consents or approvals as we and/or the statutory body may require). You acknowledge that we have provided the Installation Services and Equipment in consideration of the above assignment and on condition that such rebates and incentives be paid to us. If for whatever reasons such rebates and incentives are not paid to us in full then we shall, at our option, issue you with an invoice in relation to the Installation Services and Equipment to cover the costs thereof, which shall be payable within 14 days of issue.

**Recipient created tax invoices - RCTI.** If you are registered for GST, the discount provided by the deduction of STC or REC, may be subject to GST. If so, you authorise us to create a Recipient Created Tax Invoice for the value of STC or REC. You warrant that you will not create a tax invoice for this amount and acknowledge that we are authorised to create the tax invoice on your behalf. The value of the discount provided by the STC or REC may be shown as a discount sales invoice.

**Changes to the Federal Government incentives** – The government offers incentives to persons and organisations installing on and off grid solar power systems in premises in Australia. These are subject to change at any time by the federal government, Australia Wide Solar makes no representation for the future of these schemes.

**EXCLUSIONS:**

1. Structural Engineering sign off - this cost will be additional and will depend on the availability of structural drawings. The Client can organise this themselves (if they prefer) or Australia Wide Solar will organise this and pass this cost on. Structural Engineering sign off is mandatory in order to meet all required standards and codes.
2. Asbestos management.
3. Work outside of normal work hours – whilst we may work outside of normal work hours at our discretion in order to ensure the timely delivery of this project, no allowance has been made if this is a requirement of the Client at any time.
4. A Lightning Risk Assessment will be conducted in accordance with the Australian Standard (AS/NZS 1768:2007 - Lightning protection), however if it is determined that additional lightning protection is required, supply and installation of this lightning protection is additional the pricing shown.
5. Any upgrade work that's required to make switchboards, metering or existing cabling compliant with current Australian Standards and service rules.
6. Client's IT network needs to be available to receive information from the solar data monitoring system and send this data to a portal website via the internet
7. Additional costs to meet all DNSP requirements for connection to the electricity network.
8. Attendance by DNSP at commissioning tests and inspection of the installation.

