

Eco Solar Australia

Terms & Conditions

1. DEFINITIONS

- 1.1 Clause 24 of this Contract contains definitions for all words which begin with a capital letter (otherwise than where the capital letter appears for reasons of punctuation).

2. PURCHASE OF SYSTEM AND MONITORING SERVICES

- 2.1 You agree to purchase the System from us for the Contract Price on and subject to the terms of the Contract.
- 2.2 We agree to supply and make available the System. We will enter into a contract with an Installation Subcontractor to install the System at your Installation Address.
- 2.3 We will only sell any System to you immediately before Installation by the Installation Contractor at your Installation Address. Prior to that time, we will have no obligation under the Contract to sell any System to you.
- 2.4 Where your System has the technical capability for us to access it remotely, you authorize us to remotely access your System in order to collect data in connection with your use of the System and use it for our business purposes, monitor performance of the System, provide remote diagnostic support, provide alerts to you, upgrade software in the System and provide other services from time to time.

3. TIME FOR INSTALLATION

- 3.1 The Installation Subcontractor will begin to carry out the Installation on the Starting Date. The Starting Date is to be decided by agreement between the Customer and us (or our Installation Subcontractor). The Installation Subcontractor will ensure that the Installation starts as soon as it is reasonably possible for it to be started.
- 3.2 The following allowances for delays will apply: 1 day's allowance for weather and 2 days for non-working days
- 3.3 Subject to clause 3.4, the Installation Subcontractor will complete the Installation by the Finishing Date.
- 3.4 To the extent permitted by law, the Installation Subcontractor is entitled to a reasonable extension of time where or the Installation Subcontractor is or will be delayed in completing the Installation by any cause beyond the reasonable control of the Installation Subcontractor.

4. CONTRACT PRICE

- 4.1 You must pay the Contract Price in accordance with this Contract, and such other amount as becomes payable in accordance with this Contract.
- 4.2 The Amount Payable is the amount which might be payable by you, in substitution for the Contract Price, in the event that we receive the grant, rebate or other benefit referred to in clause 10 and we are entitled to keep the grant

rebate or other benefit for ourself (or if the benefit is based upon an assignment of environmental rights to us (or another person as directed by us) even if we (or that other person) does not receive or cannot retain the benefit of those rights). In the event that the circumstances referred to in this clause 4.2 are satisfied, we will accept payment of the Amount Payable in full and final satisfaction of your obligation to pay the Contract Price. References to the Amount Payable elsewhere in this Contract shall be read as a reference to the Contract Price or the Amount Payable (as is applicable having regard to this clause 4.2).

- 4.3 In addition to the Amount Payable, you will have to pay:
- (a) any fees or other amounts specified in the Details Section at the time or times so specified; and
 - (b) subject to clause 11, any additional fees and charges associated with your Installation that the Installation Subcontractor advises you of prior to Installation, either during a pre-installation site inspection (if one is conducted) or on the day of your Installation (if a pre-installation site inspection is not conducted). It is impossible for the Installation Subcontractor to determine what these fees and charges are (if any) until the Installation Subcontractor inspects your Installation Address.
- 4.4 If you are paying under a Payment Plan, you must pay the Amount Payable and Additional Fees as described in clause 6.
- 4.5 If you are not paying under a Payment Plan, you must pay the Amount Payable and Additional Fees by one of two means as described in clause 5.
- 4.6 Subject to clause 4.7, we can increase the price of:
- (a) the System or any part of it;
 - (b) the installation of the System; or
 - (c) any other item specified in the Quote,
- to cover any new or increased cost in selling and installing the System under this Contract.
- 4.7 We can only increase prices under clause 4.6 if:
- (a) it is reasonable to do so;
 - (b) we are not prohibited by law from doing so; and
 - (c) we give you written notice of the increase at least one week before the Starting Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.1(a), that new Starting Date.
- 4.8 If we give you notice of a price increase and you prefer to end this Contract rather than accept the price increase, you can end the Contract in accordance with clause 4.9 and, if

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you do, we will give you any refund required under clause 7.

4.9 You can end this Contract under clause 4.8 by:

- (a) calling us on our telephone number as set out in the Quote; or
- (b) giving us written notice of this, by post or email,

before the Starting Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.1(a), that new Starting Date.

4.10 If we send you notice of a price increase and you do not end this Contract under clause 4.8 by the relevant date, you will be taken to have agreed to the price increase.

5. PAYMENT OTHER THAN BY PAYMENT PLAN

5.1 In addition to our Payment Plan, you may pay for the System in one of two ways:

- (d) directly to us in accordance with clause 5.2; or
- (e) via a financing arrangement with an Approved Third Party Financier in accordance with clause 5.3.

5.2 If you elect to pay us directly:

- (a) if applicable, a Deposit is due and payable upon your acceptance of this contract over the telephone or online. We (or our nominee) will debit your credit card or, if applicable, present your cheque and hold the Deposit on and subject to the terms set out in this Contract;
- (b) the Deposit is non-refundable after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 11.4;
- (c) you authorise us (or our nominee) to apply any applicable Deposit payable on a System, in or towards payment of the Amount Payable for that System when the Installation has reached Practical Completion;
- (d) the remaining outstanding part of the Amount Payable and the Additional Fees are due and payable 14 days after Practical Completion. This amount must be paid by credit card or any other payment method approved by us; and
- (e) if applicable, a Cancellation Fee may apply if you terminate this Contract after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 11.4.

5.3 If available and you elect to pay us for the System via an Approved Third-Party Financier:

- (a) you do not need to pay a Deposit on the System;
- (b) you consent to us disclosing your contact details (which may include your Personal Information) to the Approved Third-Party Financier who will then independently assess your application for finance;
- (c) the Approved Third-Party Financier will provide us with written confirmation if it approves your application for finance;
- (d) if approved under clause 5.3(c), we will proceed with the Installation of the System and instruct the Approved Third-Party Financier to pay us the Amount Payable and Additional Fees on your behalf the day the Installation has reached Practical Completion;
- (e) if the Approved Third-Party Financier does not approve your application for finance, we will notify you and you may elect to pay for the System in accordance with clause 5.2 or you may terminate this Contract; and
- (f) a Cancellation Fee applies, if you terminate this Contract after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 11.4.

6. PAYMENT PLAN

6.1 You may apply to pay the Amount Payable under a Payment Plan. We may refuse your application at our absolute discretion, including if you do not meet our credit requirements. If we refuse your application, we will notify you of this as soon as practicable, refund any amount paid by you towards the Amount Payable and this Contract will be cancelled immediately.

6.2 If we accept your application to pay under a Payment Plan, you must:

- (a) pay us the any applicable Deposit as set out in clause 5.2(a); and
- (b) pay the remaining balance and the Additional Fees in equal monthly instalments (as set out in the Details Section) via an accepted payment method (as set out in clause 6.3) over the period specified in the Details Section, commencing the month after the Installation has reached Practical Completion. The monthly instalment will be due on the 8th day of each month.
- (c) if applicable, a Cancellation Fee may apply if you terminate this Contract after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 12.4.

6.3 Unless we otherwise agree, the only accepted payment method is by credit card via a direct debit agreement. If the direct debit agreement is cancelled for any reason before you have

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paid the Amount Payable and additional fees in full you must arrange for immediate payment of the outstanding Amount Payable and additional fees balance, via a bank cheque or other payment method agreed to by us.

7. REFUNDS

- 7.1 If you have paid us money under this Contract, but the Contract ends for any of the following reasons before we install the System at your Premises, then when the Contract ends, we will promptly refund all of the money you have paid:
- if we have not delivered and installed the System at the Premises within 90 days after the original Starting Date, and you choose to end the Contract under clause 12.2;
 - if we give you notice of a price increase, and you choose to end the Contract rather than accept the price increase; or
 - Grid connection approval is refused.
 - If any of the equipment quoted is unattainable and you do not agree to equipment of a similar quality to be substituted.

8. AUTHORITY TO INSTALL

- 8.1 You authorise the Installation Subcontractor to install the System which you have selected, at the Installation Address.
- 8.2 If you have selected a solar electricity system, then you also authorise the Installation Subcontractor to connect that system to the electricity grid (or to arrange for the connection of that system to the grid).
- 8.3 You warrant and represent that:
- you are the owner of the Installation Address or have procured the owner's express consent to these terms;
 - you have obtained all consents and approvals required for the Installation Subcontractor to install the System at the Installation Address, including from the owner; and
 - the roof of the property at the Supply Address is structurally sound to accommodate the load of the System, including the base and frame (you may need to obtain a structural engineering report to make this warranty and representation).
- 8.4 You must ensure that the Installation Subcontractor has enough access to the Installation Address, at whatever times they may reasonably require, in order to install the System.
- 8.5 You agree to execute whatever documents the Installation Subcontractor may reasonably require, and to take whatever other action we may reasonably require, in order to permit the Installation of the System you have selected, and in the case of a solar electricity system, the connection of that system to the electricity grid.

9. ACCESS TO THE INSTALLATION ADDRESS

- 9.1 You must provide the Installation Subcontractor with enough access to the Supply Address for the purposes of performing the Installation.
- 9.2 During the Installation, the Installation Subcontractor will permit you to:
- have reasonable access to the Supply Address under the supervision of the Installation Subcontractor; and
 - view any part of the Installation upon your reasonable request to do so.

10. OWNERSHIP AND RISK

- 10.1 Ownership of a System will pass to you upon the earlier of:
- the point in time immediately before the System is installed at the Installation Address; and
 - payment in full of the Amount Payable for that System.
- 10.2 Risk in the System will pass to you when that System is installed at the Installation Address.

11. GOVERNMENT REBATES AND ENVIRONMENTAL RIGHTS

- 11.1 You may be entitled to receive a grant, rebate or other benefit from the Commonwealth or State Government or create environmental rights (including, renewable energy certificates) as a result of the purchase or installation of the System purchased. We do not warrant that you will necessarily receive that grant, rebate, other benefit or be entitled to create the environmental rights.
- 11.2 If the Amount Payable incorporates a cash reduction off the Contract Price on the basis that we will receive payment of the grant, rebate or other benefit, you authorise us to apply for that grant, rebate or other benefit in your name and to receive payment of that grant, rebate or benefit on your behalf. You agree to sign whatever documents we may reasonably require, and to take whatever other action we may reasonably require, in order to obtain payment of that grant, rebate or other benefit.
- 11.3 If we do not receive the payment of that grant, rebate or benefit incorporated in the Amount Payable (excluding the assignment of any environmental rights), for any reason whatsoever, you must pay the difference between the Amount Payable and Contract Price within 21 days of us notifying you of the additional amount being payable.
- 11.4 You acknowledge that, in certain circumstances, the Commonwealth or State Government may require you to repay the grant, rebate or other benefit. We will have no responsibility to you in the event that you are required to repay the grant, rebate or other benefit.

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- 11.5 If the Amount Payable incorporates a cash reduction on the Contract Price on the basis that you assign any environmental rights you are eligible to create to us (or another person as directed by us), the Amount Payable is conditional on you assigning your rights to create environmental rights as we direct, by completing the 'Assignment Form' provided by us. We may cancel this Contract if you do not complete this form.

12. TERMINATION

- 12.1 Either party may terminate the Contract if the other party breaches the terms of the Contract.
- 12.2 You may terminate the Contract if the System is not installed at the Installation Address within 90 days from the expiration of the Estimated Timeframe for Installation or within such other period as you may agree with us. Subject to the other provisions of this Contract, if you terminate the Contract in these circumstances, we will refund you the amount you have paid towards the Amount Payable as at the date of termination.
- 12.3 If you terminate this Contract under clause 12.2, we are entitled to receive a reasonable amount for the contracted services provided up until the time this Contract was terminated. The amount will not exceed the amount we would have been entitled to receive under this Contract. Our rights under this clause are subject to any contrary provisions in the Applicable Domestic Building Legislation.
- 12.4 If you are advised either during the pre-installation site inspection (if one is conducted) or on the day of Installation (if no pre-installation site inspection is conducted) that Additional Fees are payable in order to install your System you may terminate the Contract and we will refund you the amount you have paid towards the Amount Payable and you will not be charged a Cancellation Fee. You cannot terminate the Contract under this clause 12.4 on the day of Installation if you were advised during the pre-installation site inspection or prior to Installation that Additional Fees would be payable in order to install your System.
- 12.5 If you choose to terminate the Contract (in the circumstances permitted by the preceding paragraphs), you must notify us and the Installation Subcontractor of your decision to terminate the Contract, by telephone, before that System has been installed in order for the cancellation to take effect.
- 12.6 If we or the Installation Subcontractor believes the Installation of your System is unsafe or is unsuitable for your Installation Address, we may terminate the Contract and we will refund you the amount you have paid towards the Amount Payable as at the date of termination in order for the cancellation to take effect.
- 12.7 You can terminate this Contract under clause 4.8 if permitted to do so.
- 12.8 A right to terminate this Contract is additional to any other right, power or remedy a party might have.

13. FAILURE TO PAY

- 13.1 Except where you are paying under a Payment Plan, if you fail to pay any amount that is due and payable under this Contract, we will be entitled to Interest on the unpaid amount from the due date until the date it is paid.
- 13.2 You will also have to pay us any reasonable costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

14. STATUTORY WARRANTIES

- 14.1 To the extent required by the Applicable Domestic Building Legislation, we warrant that:
- (a) the work under this Contract will be carried out in an appropriate and skilful way, with reasonable care and skill and in a proper and workmanlike manner to accepted trade standards;
 - (b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the Relevant Criteria, and that all materials used will be new unless this Contract expressly provides otherwise;
 - (c) the work under this Contract will be carried out in accordance with all relevant laws and legal requirements;
 - (d) the work under this Contract will be carried out in accordance with any plans and specifications that form part of the Contract;
 - (e) any estimate of Prime Cost Items and Provisional Sums Items (as defined in the Applicable Domestic Building Legislation) has been calculated with reasonable care and skill, having regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site), and represents the reasonable cost of supplying and delivering each such item, including our margin;
 - (f) the work will be done with due diligence and within the time stipulated in the Contract, or if no time is stipulated, within a reasonable time; and
 - (g) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if you expressly make known to us or the Installation Subcontractor or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of us or the Installation Subcontractor, the particular purpose for which the work is required or the result that you desire the work to achieve, so as to show that you rely on our or the Installation Subcontractor's skill and judgment.
- 14.2 The warranties set out in clause 14.1 are warranties that are implied into this Contract via operation of the Applicable Domestic Building Legislation. Your rights for breach of

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these warranties are the same as, and not in addition to, your rights for breach of implied warranties under the Applicable Domestic Building Legislation.

- 14.3 Nothing in this Contract restricts or takes away the rights of a person for breach of these implied warranties.

15. INSTALLATION SUBCONTRACTOR

- 15.1 The Installation Subcontractor will be suitably qualified and experienced, and will be duly licensed or registered.
- 15.2 If the Installation Contractor causes any damage to your property during the installation of the System at your Installation Address, we will enter into a contract with an appropriately qualified third party to repair that damage, provided that you notify us of the damage within 3 months after installation of that System.
- 15.3 If and when any System is installed, the Installation Subcontractor will use its best endeavours to install that System in a position that is likely to maximise the performance of that System.

16. NO GUARANTEE OF PERFORMANCE

- 16.1 For solar electricity, the performance of a System is subject to a number of variable factors, including, but not limited to: the number of hours of sunlight, cloud cover and weather patterns; the location of the System; and the location of the surrounding structures and flora.
- 16.2 Except to the extent required by law, we do not guarantee the performance of, and will accept no responsibility in the event that the performance of any solar electricity System is lower than anticipated.

17. WARRANTIES AND LIABILITY

- 17.1 We will provide a warranty on workmanship for a period the greater of:
- (a) 5 years from the date of completion of the Installation (unless the workmanship relates to the installation of a switchboard, in which case the period will be 1 year from the date of installation of the switchboard); and
 - (b) any specific warranty period set out in any law or regulatory requirement.
- 17.2 Except for the warranty given under clause 16.1, any manufacturer warranties passed on to you and any warranties or guarantees required or implied by legislation, we give no express warranty or guarantee in relation to the System or its installation. Unless prohibited by law (including section 64A of Schedule 2 to the Competition and Consumer Act 2010 (Cth)) our liability under this Contract is limited, to the extent that it is fair and reasonable, to:
- (a) supply and make available a replacement of the System with an equivalent system or unit and enter into a contract with an

Installation Subcontractor to install the equivalent system or unit;

- (b) enter into a contract with an appropriately qualified person to undertake repairs of the System;
- (c) payment of the cost of replacing the System with an equivalent system or unit; or
- (d) payment of the cost of having the System repaired.

18. GST

- 18.1 The Contract Price is stated inclusive of GST.

19. INFORMATION, PRIVACY AND MARKETING

- 19.1 We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required by law and in order to provide you with energy and related products and services. We may disclose this information to:
- (a) our agents and contractors (such as Installation Subcontractor, Approved Third Party Financier, mail houses, data processors and debt collectors);
 - (b) relevant Government authorities;
 - (c) your distributor; and
 - (d) other energy retailers,
- for these purposes and more broadly in connection with this Contract.
- 19.2 We may disclose this information to our related bodies corporate for any reason.
- 19.3 We may also disclose your information to, and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.
- 19.4 If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).
- 19.5 Our detailed privacy and credit reporting statements are available on request. Our credit reporting statement explains how we disclose credit information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your credit information. Please contact us to request a paper copy.
- 19.6 From time to time we'll let you know about our products and offers, even after this Contract ends. If at any time you decide you don't want to receive these offers, let us know. You can do so by calling us on 1300 126 663 or write to National Solar Company Opt Out, Suite 1,46-48 Howard Street, North Melbourne, Vic 3051. We'll keep providing you with these offers until you tell us otherwise.

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20. CREDIT ASSESSMENT

- 20.1 You consent to us conducting a credit assessment of you as part of determining whether or not we will provide our products and services to you.

21. VARIATIONS

- 21.1 The Installation Subcontractor will not undertake any Variation to the Installation except where a Variation Document has been signed and agreed to by you and us (or the Installation Subcontractor) in accordance with the Applicable Domestic Building Legislation. References in this Contract to the Contract Price or to the Amount Payable are references to the Contract Price and the Amount Payable as varied in accordance with the Variation Document.

22. NATURE OF CONTRACT

- 22.1 This Contract is a contract for sale of the relevant System only just before it is installed by the Installation Subcontractor at the Installation Address. It is not a contract to install a System or connect a solar electricity system to the electricity grid.
- 22.2 Nothing in this Contract obliges or otherwise requires us to carry out residential, domestic or specialist building work or similar under Applicable Domestic Building Legislation.

23. MISCELLANEOUS

- 23.1 This Contract sets out the entire agreement between you and us. To the extent permitted by law, all implied terms are excluded.
- 23.2 In this Contract, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.
- 23.3 This Contract is governed by the laws of the State in which the Installation Address is located (as specified in the Details Section).

24. DEFINITIONS

Additional Fees means the amounts described in clause 4.3.

Additional Equipment is defined in the Installation and System Ready Brochure.

Agreement Price for the purposes of clause 17 only, means the consideration to be provided under this Contract (other than under clause 17)

Amount Payable is the amount specified in the Details Section, subject to adjustment as described in clause 4.2 and clause 10 of these Contract Terms.

Applicable Domestic Building Legislation means the *Building Act 2004* (ACT), *Building Work Contracts Act 1995* (SA), *Domestic Building Contracts Act 1995* (Vic), *Domestic Building Contracts Act 2000* (Qld), the *Home Building Act 1989* (NSW) and the *Housing Indemnity Act 1992* (Tas) and any regulations made under these acts.

Approved Third-Party Financier means a third-party credit provider to whom we may, with your consent, provide your contact details so that they may contact you in order to arrange financing for the Installation of the System.

Cancellation Fee means the cancellation fee specified in the Details Section (if any).

Commencement Date has the meaning given in the introduction.

Contract means this contract, which comprises the Details Section, the Contract Terms, the Installation and System Ready Brochure (if applicable), the Installation Conditions (if applicable) and the Important Documents referred to in the Details Section and set out on our website.

Contract Price is the amount specified in the Details Section and is the price for the Installation of the System before any cash reduction we offer you based on any grant, rebate, environmental right or other benefit which may be applicable (as further described in clause 10).

Contract Terms means this document.

Cooling Off Right means your right to withdraw from this Contract:

- (a) section 72 of the Domestic Building Contracts Act 2000 (Qld);
- (b) section 7BA of the Home Building Act 1989 (NSW); or
- (c) section 36 of the Building Work Contractors Act 1995 (SA); and
- (d) with ten days' notice if the agreed Installation date is less than or equal to 10 days,

to the extent that any of these provisions applies to this Contract.

Deposit means the amount specified as the deposit in the Details Section (if any).

Details Section means the document entitled Details Section and should be read as the first page of this Contract.

Estimated Timeframe for Installation means the estimated timeframe for installation of the System as shown on your Details Section.

Finishing Date means the date, if any, stated in the Details Section as the date the Installation is to finish.

Home Product means any System which is not a solar photovoltaic system.

Installation means the installation of the System at the Installation Address.

Installation Address means the property specified as the Installation Address in your Details Section where the System will be installed.

Installation and System Ready Brochure is the brochure forming part of this Contract if this

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Contract is for the purchase of a solar PV system and available on our website

Installation Conditions means the document titled 'Installations Conditions' forming part of this Contract (if applicable).

Installation Subcontractor means an appropriately licensed and suitably qualified and experienced third party who will undertake the Installation pursuant to a subcontract with us.

Interest means the rate of interest on any day which is the average bid rate for bills having a tenor of 1 month published by the Australian Stock Exchange as a benchmark rate, plus 2%, calculated daily, and at our discretion, compounded monthly.

Payment Plan means the payment of the Amount Payable in accordance with clause 6.2 of these Contract Terms.

Personal Information has the meaning in the *Privacy Act 1988* (Cth).

Practical Completion means the stage where the Installation has been completed in accordance with this contract and all relevant statutory requirements, either without any omissions or defects or apart from minor omissions or defects.

Relevant Criteria for materials means:

generally accepted practices or standards applied in the building industry for the materials; or

specifications, instructions or recommendations of the manufacturers or suppliers of the materials.

System Ready is defined in the Installation and System Ready Brochure.

Starting Date means the date to be decided by agreement between the Customer and us (or our subcontracted installer) unless otherwise stated in the Details Section as the date the Installation is to start.

Stated Completion Period is 5 days from the Starting Date unless otherwise stated in the Details Section as the number of days that will be required to finish the Installation once it has started.

System means the unit or system specified in the Details Section which is to be, or has been installed, at the Installation Address pursuant to this Contract.

Variation means either an addition of work to the Installation, or an omission from the Installation.

Variation Document, if the Installation Address is in Queensland, has the meaning prescribed in Schedule 2 of the *Domestic Building Contracts Act 2000* (Qld) containing the formal requirements required pursuant to section 80 of that Act. If the Installation Address is not in Queensland the variation document is a document setting out the details of the Variation.

We, our or us means the Eco Solar Australia entity stated in the Contract Details.

You or your means the person named as the Customer in the Details Section and includes a person authorised by you.