



Elect-Solar

Terms and Conditions

1 Acceptance

1.1 You agree to be bound by this Agreement by duly completing and executing it and returning it to Elect-Solar Pty Ltd ABN 47 559 698 810 by one or more of the following:

- a) Accepting a quotation electronically by following the instructions on the quotation
- b) Emailing a scanned copy to admin@electsolar.com.au or
- c) Posting a copy to Elect-Solar, 58 Osboldstone Rd, Wangaratta, VICTORIA, 3677

1.2 Acceptance is deemed to have occurred on the business day a properly completed and executed copy is received by Elec-Solar as per Clause 1.1 or if received after close of business, on the following business day.

1.3 Elect-Solar reserves the right to terminate this Agreement for any reason and without penalty within 7 business days after Acceptance.

1.4 Elect-Solar may terminate this agreement at any time and without penalty if, at Elect-Solar's sole discretion, Elect-Solar determines the installation or services cannot be provided due to factors including but not limited to safety, access, building condition, or product availability.

2. Clean Energy Council Code of Conduct

2.1 Elect-Solar will comply with the Clean Energy Council Solar PV Retailer Code of Conduct.

3. Products and Services

3.1 You agree to buy the solar, storage, energy management, or other products and services (system) from Elect-Solar and for Elect-Solar to install the System at your property on the terms of this agreement and you agree to be bound by this agreement on and from acceptance.

3.2 Elect-Solar agrees to install the system on your property in a good and tradesman like manner and be bound by this agreement on and from acceptance.

4. Purchase Price and Amount Payable

4.1 You will pay the 50% deposit to Elect-Solar on or immediately after Acceptance

4.2 The deposit may be forfeited to Elect-Solar if this agreement is terminated as a result of your default

4.3 You may cancel this agreement within 10 days of signing this agreement with full refund of this deposit.

4.3 The balance of the amount payable (less the deposit) must be paid to Elect-Solar on or before the day of installation of the system at your property

4.4 The Parties acknowledge that the price inc GST (Purchase Price) was based on information and details (information) supplied by you to Elect-Solar. If either party ascertains that the information was materially inaccurate to such an extent that additional costs would exceed 5% of the purchase price, then the parties will need to agree to revise the purchase price and in the absence of such agreement either party may terminate this agreement by giving 5 days written notice to the other party.

5. Installation

5.1 You authorise Elect-Solar:

- (a) To install the system at your property: and
- (b) To make an application, if required, to your energy distributor or other parties for the connection of the system to the energy grid.

5.2 You warrant that you own your property and that you have full authority to accept this agreement. You must ensure that Elect-Solar has sufficient access to your property at the times it may reasonably require in order to install or remove the system. If, during the process of installation, some or all of the system or its components are affixed, attached or secured to land or premises at your property, the goods are deemed not to be a fixture and may be removed by Elect-Solar at any time in accordance with this Agreement.

5.4 Elect-Solar will deliver the system detailed in the Quotation. In alignment with Company Policy of continual improvement, we reserve the right to incorporate modifications of a minor or technical nature in the system.

5.3 You must sign all documents and take all action Elect-Solar requires to install the system and to connect or arrange to connect the system to the electricity grid.

5.4 For any variations to the system design, you will be asked to sign off on such changes prior to installation.

5.5 Elect-Solar reserve the right to incorporate modifications of a minor or technical nature in the system. In the event of significant changes to the system design the consumer must consent to these changes or be offered a full refund.

5.6 You are responsible for all local government or planning requirements for the installation and operation of the system and you agree that Elect-Solar are not responsible for any breach of local government or planning regulations or laws.

6. Ownership and Risk

6.1 Ownership of the system and its components on your property passes to you after you have:

- (a) Paid the amount payable in full to Elect-Solar; and
- (b) Completed any documents, or taken any action, Elect-Solar requires under this agreement.

6.2 Risk in respect of the system and its components passes to you when they are installed at your property.

7. Small-Scale Technology Certificates (STC's) and other Rebates

7.1 Elect-Solar does not warrant that you will receive any grant, rebate, credit, other benefit or be entitled to create the environmental rights which you request for your property.

7.2 You authorise Elect-Solar to sign and apply for STCs in your name and for Elect-Solar to trade, on sell or otherwise receive payment for those STCs on your behalf.

7.3 The STC value is based on current prices being offered for STCs on the current market at the time of preparation of your quote. The STC value on your quote will apply (after Acceptance) to your system unless you delay the installation by more than 30 days from the proposed installation date, or you request a delayed installation due to pending building works, renovations, or other factors unrelated to Elect-Solar.

7.4 If the installation is delayed as per 7.3, the STC price is subject to change between acceptance and final installation. If the price of STCs at the time of installation decreases by 5% or more, then the parties will need to agree to postpone the final installation or revise the STC value an amount payable. In the absence of such agreement either party may terminate this agreement by giving 5 days' notice to the other party or your deposit will be refunded.

7.5 If Elect-Solar does not receive the benefit of the full amount of the STC value for any reason whatsoever, you must pay the amount of the shortfall within 21 days of Elect-Solar notifying you of that amount.

7.6 Elect-Solar has no responsibility if you are ever required to repay part or all of the STC value to a government authority.

7.7 You must sign any and all forms required to assign the benefit of STCs to Elect-Solar.

8. Termination

8.1 Elect-Solar may terminate this agreement if you fail to comply with its terms.

8.2 You may elect not to buy the system if they are not installed at your property within 120 days after the date of acceptance due to a delay within Elect-Solar's control.

8.3 If you notify Elect-Solar in writing of your decision to terminate this agreement pursuant to Clause 7.2, your deposit will be refunded to you within 30 days of receipt of such notification.

8.4 If you cease to own your property before the installation of the system is complete, Elect-Solar may terminate this agreement

8.5 If this agreement is terminated under Clause 3.2, 4.4, 7.1 or 7.4, prior to the supply and/or installation of the system or any of its components, you agree to reimburse Elect-Solar for any expenses reasonable incurred (including but not limited to deposits paid, inspection fees, re-stocking fees for purchase product and administration fees) up to and including the date of termination. You agree this amount may be deducted from any deposit refund and in the event the amount exceeds the deposit you agree to pay Elect-Solar the balance.

8.6 If this agreement is terminated under Clause 3.2, 4.4, 7.1 or 7.4, after the supply and/or installation of the system or any of its components;

(a) Elect-Solar may remove the system and its components from your property if any amount remains due and payable 15 days after the termination.

(b) The proceeds from any sale of the system and its components (net of the cost of their removal and sale) may be set off against any amount due from you to Elect-Solar under the agreement.

8.7 If you sell your property after the supply and/or installation of the system or any of its components, and there is still money payable by you to Elect-Solar; then you agree that such money outstanding is secure over your property and Elect-Solar is entitled to lodge a caveat of the title of the property.

9. Failure to Pay

9.1 If you fail to pay any amount that is due and payable under this agreement, interest accrues at the rate applicable to judgment debts in the Supreme Court in Victoria on the amount outstanding until paid. An administration fee of \$150 may be payable if any amount is outstanding for more than 7 days.

9.2 You agree to pay Elect-Solar any costs associated with recovery of the unpaid amount (including, but not limited to, legal costs)

10. Elect-Solar Warranties

10.1 Elect-Solar warrants that once the system is installed, the installation will comply with all relevant Australian standards and with all relevant codes of practice, building codes, and legislative requirements in place at the time of installation, other than as purloined in 4.4.

10.2 Elect-Solar will repair at its cost any damage to your property this is directly caused in installing the system unless such damage was caused or contributed to by a pre-existing condition of the property (including the condition of the roof), its structure or its electrical wiring/systems provided that you notify Elect-Solar of that damage within 3 months after installation.

10.3 Elect-Solar supplied products are supplied with a 5 year warranty covering defects in material, workmanship and system performance. The Solar Modules are additionally supplied with warranties by their respective manufacturers and distributors. Full details of these warranties are available on request and are provided at the time of installation.

10.4 Our products 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.

11. Exclusion of Warranties and Liability

11.1 Elect-Solar does not make any representations or warranties to you in connection with any system or their installation, except for those warranties set out in this agreement and those warranties which cannot be excluded from this agreement.

11.2 To the extent permitted by law, Elect-Solar's liability for breach of any express or implied condition or warranty is limited to the repair or replacement of the relevant system.

11.3 To the maximum extent permitted by law, Elec-Solar has no liability to you for breach of this agreement other than as set out in the preceding paragraph and, in particular, Elect-Solar has no liability to pay any damages or compensation for the breach of the agreement.



11.4 If anyone other than an Elect-Solar authorised technician physically tampers with the installation of any of the solar power system (for example, but not limited to; the inverter, cabling, isolators, panels, connections, cables) you will void your workmanship warranty and product warranties immediately. If you have any concerns about the solar power system or require any maintenance, it must be carried out by an Elect-Solar employee.

12. Privacy and Information

12.1 You will provide Elect-Solar with all information it requires from you to apply for STCs. You authorise Elect-Solar to apply for credit information about you.

12.2 The information collected by Elect-Solar may include “personal information” within the meaning of the Privacy Act 1988 (Cth).

12.3 Elect-Solar will collect information from you for the purposes of applying for and registering STCs on your behalf.

12.4 Accordingly, Elect-Solar may disclose that information to or with:

- (a) Relevant Government Authorities;
- (b) Elect-Solar’s related bodies corporate, agents and contractors (such as installers, suppliers and debt collection agencies);
- (c) Where relevant, your distributor, where required to fulfil its obligations under this agreement;
- (d) STC trading partners;
- (e) For any other purpose you consent to or as authorised by law.

12.5 By accepting this agreement, you consent to Elect-Solar collecting, using and disclosing your information as set out in this agreement.

12.6 You can access the personal information Elect-Solar holds about you by contacting Elect-Solar by phone or email.

Elect-Solar's privacy policy is available at www.electsolar.com.au

13. Miscellaneous

13.1 This agreement sets out the entire agreement between you and Elect-Solar.

13.2 This agreement is governed by the laws of Victoria

13.3 A reference to Elect-Solar includes a reference to its employees, servants, agents, installer, contractors and sub-contractor where the context so requires.

13.4 A reference to business days means Monday to Friday excluding Public Holidays. Any other reference to days means calendar days.

13.5 Headings to clauses are for convenience only and shall not affect the construction of the agreement.

13.6 Clauses 4.2, 4.4, 7.5, 7.6 and 7.7 shall survive any termination of the agreement.

Last revised 18th August 2019

18/8/2019 – Clause 11.4 added.