

**(1) GENERAL** - These terms and conditions of sale apply to the supply of certain products (“Equipment”) and the installation of such Equipment (“Installation Services”) by The Energy Experts Pty Limited (“TEE”, “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.

**(2) 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 and we reserve the right to withdraw the Quotation at any time. By paying a deposit, you are agreeing wholly to The Energy Experts Pty Ltd.’s standard terms and conditions. The deposit is non-refundable and to be retained by us in the event of a change of mind or cancellation.

**(3) INSTALLATION AND DELIVERY** - Once your deposit is received, we get the required applications approved order your equipment. We will then 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.

a. We will proceed with the Installation Services as soon as practical (typically 3-4 weeks from the date of receiving confirmation that you would like to proceed and receiving your deposit). Suitably qualified and experienced tradespeople will perform all installation work in a professional manner, in accordance with Australian Building Standards.

b. You must ensure reasonable access to the Site at all times during the Installation Services.

c. Your system must remain switched off until your energy provider has upgraded your meter to a net meter.

d. You must notify us or your installation team of any ascetic requirements or requests in relation to panel layout, inverter positioning etc prior to your installation. There may be additional costs involved in changing the positioning of any of your equipment after the installation has already been completed which will be incurred by you if we are not notified.

**(4) ELECTRICITY METERING** - The Energy Experts will apply for ‘Permission to Connect’ your system to the grid and arrange for the net meter to be installed by your energy retailer once your system has been installed. Meter installation is usually free with larger energy retailers, but if a payment is required for meter connection, you need to pay this directly to your energy retailer; it is out of our scope. Please note: The timeframe of the meter installation is the responsibility of your energy retailer and is out of our control. It can vary depending on which retailer your account is with. Payment of your final invoice is due the day of installation regardless of the progress of your meter installation.

**(5) STATUTORY APPROVALS** – Most standard residential installations don’t require council approvals but If any special approvals are required for the installation and/or operation of the Equipment by any statutory body (such as your local council or heritage department) 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 any fines or penalties imposed on us, or the costs of compliance issued by the statutory body). The Energy Experts can facilitate this work on your behalf, and if so, additional fees will apply.

**(6) INDEPENDENT CONTRACTORS** - We may engage local, high quality independent contractors to undertake the Installation Services. If we do so, we will ensure that they are suitably qualified and experienced tradespeople who offer a 10-year workmanship warranty. TEE also covers 5 years of the workmanship warranty under this arrangement. Please refer to section 14.

**(7) MANUFACTURERS’ WARRANTIES** - You acknowledge that the Equipment may be manufactured by a third-party manufacturer. We will pass on the full manufacturer’s warranty and strive to use the highest quality equipment available. 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.

**(8) OPERATION OF THE EQUIPMENT** - Any performance figures given by us in relation to the Equipment are based on our experience, the Clean Energy Council's solar production data in your area 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 failure to attain such figures.

**(9) FINANCIAL BENEFIT** - We make no warranties in relation to financial benefits arising from the installation of the Equipment. Every customer has their own financial circumstances and household energy usage patterns and any energy-saving information provided in relation to such matters is done in good faith, based on the information you have provided us.

**(10) PAYMENT** – For residential installations: full payment is required on completion of The Installation Services (panels, inverter and/or battery), regardless of the progress of the net meter upgrade by your energy provider.

For commercial installs: staged progress payments are required as follows unless agreed otherwise:

10% Deposit on approval of quote

40% 2 weeks prior to installation start date

40% On practical completion (all equipment installed, system operational)

10% When all documentation is provided, and handover is complete.

Full payment does not include any cost involved with the energy company's meter or a meter box upgrade, should it be required.

We shall be entitled to charge you interest on overdue payments, calculated from the due date until the date of repayment in full, at a rate of 2.5% per calendar month on a compounding basis.

In the case that we are required to seek debt collection services due to non-payment to recover debts, the full cost of such services including collection costs, legal costs and interest will be added to overdue accounts.

In that case that we are required to remove the installed system (panels, inverters and batteries) due to non-payment, the full cost of uninstallation, labour and any additional fees will be added to the overdue account payable by you, the client.

**(11) 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 discount. Until such time:

a. all rights in the Equipment vest in us;

b. you cannot remove the Equipment under any circumstances;

c. if the Equipment has not yet been installed, it must be stored in a safe and secure location;

d. we may have access to the site at any time to inspect all or any part of the Equipment or remove it in the event of a failure of full payment;

e. 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.

f. 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.

g. Any warranties are not valid.

**(12) 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:

a. Provision of goods and/or services;

b. marketing of goods and/or services by us in relation to the goods and/or services;

c. analysing, verifying and/or checking your payment status in relation to the provision of goods and/or services;

d. processing of any payment instructions and/or credit facilities requested by you; and

e. 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.

**(13) INDEMNITY** – For health & safety reasons you must fully comply with all our instructions in relation to the safe operation, use, repair and maintenance of the Equipment. Notwithstanding such compliance to our instructions or due to tampering, misuse, intentional / dangerous conduct, 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 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 independent contractors.

**(14) WARRANTY** - 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. Provided you comply in all respects with this agreement and no money is owing, we ensure a 10 year workmanship warranty on all Installation Services is provided and The Energy Experts underwrites the first 5 years of this warranty (but not on any equipment) starting from the date the Equipment is commissioned. In the event that a claim is made against us for any defective Equipment or Installation Services, our liability under this agreement is limited. Please note that our obligations do not cover the following:

- i. Damage or problems or unsatisfactory performance caused to the equipment by faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over voltage transients or electromagnetic interference not originating from the Equipment.
- ii. Damage or problems caused by the use of an accessory or equipment not supplied by us.
- iii. Damage or problems caused by storm, fire, flood, vandalism, misuse, negligence, Acts of God, earthquake, vermin, and/or any foreign matter entering the equipment (such as dirt and moisture).
- iv. Damage or deterioration to the external surfaces caused by normal weathering or corrosive atmospheric conditions.
- v. Any costs or additional labour associated with gaining acceptable service access to Equipment installed in restricted or unsafe (e.g. high) locations.
- vi. Equipment which has been re-installed at a location other than the original location.
- vii. Equipment which has been interfered with, tampered with or repaired by you and/or by any other unauthorized persons.
- viii. Any consumable item supplied with the Equipment (unless the item is shown to be defective at the time of purchase).
- ix. Damage or problems or unsatisfactory performance resulting from operation in conditions outside the operating conditions specified by the manufacturer's technical or sales literature applicable to the Equipment.
- x. Damage, problems or unsatisfactory performance resulting from misapplication of the Equipment.
- xi. We may charge a fee for any service call if we believe the defect arises from any of the above.

**(15) SMALL-SCALE TECHNOLOGY CERTIFICATE (STCs)** – The government offers rebates to those installing grid connect systems in residential homes in Australia. The Federal Government's Solar Credits Scheme offers a multiplier on the number of STCs and this shrinks each year, until in 2030, when the Scheme comes to an end. To claim STC's, the system must be installed and commissioned within the deeming period. The Energy Experts makes no representation for the future of this scheme. For the most up to date information see: <http://www.climatechange.gov.au/>. Any STCs offered on the quote is subject to change to reflect the STC spot price on the day of installation. The STC value will be confirmed on the final invoice at completion of the work. STC values are subject to change and you have the option to trade STCs directly, as long as the quotation is paid as a gross amount (not factoring in STCs).

**(16) ASSIGNMENT OF STCs 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 STCs & 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 STCs be paid to us. If for whatever reason the STCs are not approved and

paid to us in full due to factors out of our control then we shall, at our option, issue you with an invoice for payment in relation to the Installation Services and Equipment to cover the costs thereof.

**(17) SOLAR FEED-IN TARIFF** - You can receive a Feed-in Tariff (FiT), which is a payment you can receive from your energy retailer for the excess electricity produced by your solar system, which is fed back into the grid. The amount paid varies between retailers and is voluntary. It usually appears as a credit on your bill from your electricity retailer. The rate paid can be changed at any time by the retailers and The Energy Experts take no responsibility for the financial implications if the rate changes and make no representation for the future of this scheme.

**(18) TILE DAMAGE** - All care will be taken but often old or brittle tiles can break. If a tile is damaged, we will determine if the crack is so severe that the entire tile needs to be replaced, or if the tile can be repaired in place. If the crack can be repaired, we will carefully fill in the crack with a roofing sealant. Where repair work is required, The Energy Experts will complete this free of charge. If a tile needs to be completely replaced, we will carefully remove the nails that hold the tile in place and slip the tile out of its position. We will slip the new tile into place, making small adjustments to surrounding tiles if needed. Where an existing damaged tile needs to be replaced, a charge of \$10 per tile will apply as a variation for fitting only (not including supply). Please ensure you have an adequate number of spare tiles in case of breakage onsite before the installation (recommended minimum: 12).

**(19) HOME WARRANTY INSURANCE** - Installing solar panels may require 'Home warranty insurance cover' for residential building work when the value of the work including labour and materials exceeds \$20,000. Any rebate you may claim for the installation of solar panels must not be deducted from the cost of the work for the purpose of avoiding the \$20,000 threshold for home warranty insurance. It is illegal to ask for payment under the contract (when the value of the work exceeds \$20,000) unless Home Warranty Insurance has been taken out. Home warranty insurance provides consumer protection for homeowners undertaking building/renovation/home addition work in NSW for projects where the contract price exceeds \$20,000 and a builder/ contractor/retailer/installer is unable or unwilling to honour their responsibilities under the contract to complete their works and/or return and rectify defective work. If your builder/contractor/retailer/installer (from who you buy your solar system) is unable to honour their commitments under a contract because of insolvency, death or disappearance, the home warranty insurance scheme is in place to protect homeowners. Detailed information on the operation of the home warranty insurance scheme is available on the NSW Fair Trading website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

**(20) MONITORING** - It is the responsibility of the owner of the system to monitor and maintain the system once installed. The Energy Experts Pty Ltd does not take responsibility for identifying faults with those systems installed. Should you require assistance with a system fault, please get in touch with us and we will assist where possible. If an issue does not fall under the 10 year workmanship warranty offered by The Energy Experts Pty Ltd, there may be a call-out fee associated with troubleshooting any monitoring-related issues.