

AUSTRALIA-WIDE SOLAR PTY LIMITED STANDARD TERMS AND CONDITIONS

- (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 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 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 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.
- (3) **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.
 - a. 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'.
 - b. You must ensure reasonable access to the Site at all times during the Installation Services.
- (4) **ELECTRICITY METERING (Solar Electric)** - You must pay any costs incurred in connection with any electricity metering required for the purposes of the Installation Services – unless the quote specifies otherwise. Australia wide Solar will quote for meter install only – this does not include any meter box upgrade that may be required to meet the electrical standards.
 - a. After the installation of your solar electric system, an accredited level 2 electrician will install a solar meter. This is normally arranged by us on your behalf with the energy company. At this point it's the energy company who control the times frames and meter supply. You have the option to arrange this on your own, please inform us if this is your preferred option prior to deposit.
- (5) **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).
- (6) **INDEPENDENT CONTRACTORS** - We may engage independent contractors to undertake all or any part of the Installation Services. If we do so, we will endeavour to ensure that they are suitably qualified and experienced tradespersons but make no warranty or representation in that regard and you release us of any liability in that regard.
- (7) **MANUFACTURES WARRANTYS** - 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 manufactures warranty.
- (8) **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.
- (9) **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.
- (10) **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.
- (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. 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 anytime to inspect all or any part of the Equipment;
 - 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 required by law from time to time:
 - a. Provision of goods and/or services;
 - b. marketing of goods and/or services by us, our agents or distributors in relation to the goods and/or services;
 - c. analysing, verifying and/or checking your credit, payment and/or status in relation to the provision of goods and/or services;
 - d. processing of any payment instructions, direct debit facilities 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** - 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.
- (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 offer a TWO YEAR GUARANTEE on all Installation Services (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 to the following.
- a. 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 within the Equipment.
 - ii. Damage or problems caused by the use of an accessory, component or equipment not supplied by us.
 - iii. 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).
 - 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 (eg 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 at 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 (STC) & SOLAR CREDIT VALUE** – Any STC or Solar Credit value offered on the quote will be valid for 45 days from the date of deposit. STC's have a deeming period of 15 years (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 STC's). After 45 days from deposit, the STC value will be as per the STC spot price of the day.
- (16) **ASSIGNMENT OF ANY REBATES, INCENTIVES, STCs & SOLAR 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 STC 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 be paid to us. If for whatever reasons such Rebates 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.
- (17) **Changes to the Federal Governments Solar Credits Scheme (Solar Electric)** – The government offers rebates to persons installing grid connect systems in residential homes in Australia. The Federal Government's Solar Credits Scheme offers a multiplier on the number of STCs, for the first 1.5kw of a system. This multiplier is a sliding scale over time that will affect the net cost of your system. Solar credits will only apply to the first 1.5kW of capacity installed to the first small scale generation installed at an address. Generation from capacity installed above 1.5kW will still be eligible for the standard 1:1 rate of STCs creation. Solar credits are subject to change at any time by the federal government, the below table was correct as of 01 January 2011, [Australia Wide Solar makes no representation for the future of this scheme.](#)
(For standalone systems or non-grid the multiplier applies up to 20kW's)

For the most up to date information see: <http://www.climatechange.gov.au/>

Start Date	End Date	1.5kW REC Multiplier
01 July 2010	30 June 2011	x 5
01 July 2011	30 June 2012	x 4
01 July 2012	30 June 2013	x 3
01 July 2013	30 June 2014	x 2
01 July 2014	On Going.....	x 1

- (18) **The NSW Government introduced a Solar Bonus Scheme (Feed In Tariff) (Solar Electric)** - on 1 January 2010 for a 7 year period that pays \$'s per kilowatt hour for all solar energy generated from a PV Solar system less than 10kw capacity. This means that You will receive \$'s for each kilowatt hour which You generate while this scheme is in place, subject to a limit of 50Mwh of PV and/or wind electricity being achieved in the market as per the applicable legislation. This Rebate is provided by your electricity retailer or supplier once an import/export meter is installed and connected, and the amount of the Rebate will be detailed on your electricity bill. [Australia Wide Solar makes no representation for the future of this scheme.](#)
Please refer to the following website for further information: <http://www.industry.nsw.gov.au/energy/sustainable/renewable/solar/solar-scheme>
- (19) **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. Where repair work is required, Australia Wide Solar will complete this free of charge. If a tile needs to be completely replaced, we will carefully remove the nails that hold the tile into 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 a tile needs to be replaced a charge of \$6ea. will apply as a variation including – new tile and fitting.



- (20) **Home warranty insurance** - Installing solar panels may require 'Home warranty insurance cover' for residential building work when the value of the work including labor and materials exceeds \$12,000. Any rebate the consumer may claim for the installation of solar panels must not be deducted from the cost of the work for the purpose of avoiding the \$12,000 threshold for home warranty insurance. It is illegal to ask for payment under the contract (when the value of the work exceeds \$12,000) 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 \$12,000 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

ADDITIONAL STANDARD TERMS AND CONDITIONS FOR HOT WATER

- (1) Australia Wide Solar makes no representation for the future of this scheme.
- a. **NSW State Rebate** - <http://www.environment.nsw.gov.au> To be eligible for the rebate you must: (REBATE CLAIMED BY USER)
 - i. Replace an existing electric hot water system
 - ii. Install the system in a residential property in NSW
 - iii. Purchase the hot water system between 15 January 2010 and 30 June 2011
 - iv. Have the system installed by a NSW licensed plumber"
 - b. **Federal Government Rebate** - <http://www.climatechange.gov.au> To be eligible for the rebate you must: (REBATE CLAIMED BY USER, An applicant has up to 62 days after an eligible system is installed to submit an application form.) Rebates are only available to people who have not previously received assistance to install ceiling insulation through the Home Insulation Program or the Homeowner Insulation Program at this address.
 - i. The system must replace an existing electric storage hot water system.
 - ii. An owner-occupier, landlord or tenant can apply for the rebate as long as the dwelling where the hot water system is installed is a principal place of residence.
 - iii. The system must be installed and certified by a suitably qualified person (for example an electrician and/or plumber).
 - c. Both these rebate must be claimed directly by the consumer
- (2) STC as a discount - All rebate and utilities paperwork done on your behalf when assignment paper work is signed. See terms and conditions as STC's and incentives can be subject to change.
- (3) Base pricing is based on single storey metal roof, where power and hot and cold water are provided in an external tank location.
- (4) Panels must be within 20m of the tank (vertical & horizontal - pipe run)
- (5) Duct Covers Included in all systems
- (6) Tempering Valve, Pressure Limiting Valve & Duo Valve included on all systems
- (7) External Tanks Only - extra charge will apply if internal for most cases
- (8) Connection Choice - Please note connection to 'Off-peak' may result in cool water during winter months after a run of bad weather. Running on 'Off-Peak 2' or 'Continues' full time will increase power use, however it is recommended. A call out fee will apply should a change be required after the installation
 - a. A switch can be added for manual change over as a variation

