



AUSTRALIA-WIDE SOLAR PTY LIMITED SOLMATE 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 of 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 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 maintenance Services. While we will endeavour to comply with your requirements in terms of timing and/or your 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 maintenance Services as wen 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 maintenance Services.
- (4) **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).
- (5) **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.
- (6) **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.
- (7) **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.
- (8) **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.
- (9) **PAYMENT** - Full payment is required on completion of Australia Wide Solar's services. 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. The inspection report will not be issued until due payments are received.



(10) 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.

(11) 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.

(12) 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. 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.

