

Solar Shop's Standard Terms and Conditions

1. General	These terms and conditions of sale apply to the design and installation of SolarShop products and the sale of items of third party equipment by SolarShop and, where a quotation is provided by SolarShop, they shall form part of that quotation.
2. Precedence	In the event of 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 prevail except as far as they are expressly varied by SolarShop in writing or otherwise by law.
3. Acceptance	A quotation is not to be construed as an offer or invitation to sell and SolarShop reserves the right to accept or reject any orders received.
4. Validity	Unless otherwise stated quotations are open for acceptance for a period of 30 days from date of quotation and are thereafter subject to confirmation before acceptance.
5. Cancellation or Variation	A contract may, at SolarShop's option, be terminated in the event of insolvency of the Client or of execution being levied against any of the goods of the Client or of the Client being placed in liquidation whether voluntarily or otherwise. An order may be varied only if such variations are accepted by SolarShop in writing and any variation or cancellation by the Client, whether or not agreed to by SolarShop, may only occur on terms which will provide for SolarShop to be indemnified by the Client against any consequent loss or damage.
6. Information and drawings	All descriptive specifications, illustrations, drawings, data dimensions and weights furnished by SolarShop or otherwise contained in fact sheets, price lists and other advertising matter of SolarShop are approximate only and are intended to be by way of general descriptions of the goods. They shall not form part of the contract unless certified by SolarShop in writing in which case they shall be subject to recognised tolerances.
7. Performance	Any performance figures given by SolarShop are based on SolarShop's experience and are such as SolarShop expects to obtain on test. SolarShop is under no obligation or liability for damages for failure to attain such figures unless SolarShop has specifically guaranteed them in writing, in which case they shall be subject to recognised tolerances.
8. Prices	Unless quoted as firm, all prices are subject to change without notice and all orders are accepted by SolarShop on the condition that they will be invoiced as the ruling price at the date of dispatch. All prices are strictly net unless where otherwise stated. Unless otherwise quoted, goods are sold on an ex SolarShop free on transport basis. Where the Client requires freight to be prepaid all expenses will be to the Client's account at cost. All prices shown in SolarShop fact sheets or price lists are recommended prices only. A SolarShop quotation includes only such goods as are specified in it. Goods offered ex stock are subject to prior sale and delivery time quoted is without engagement.
9. GST	Prices quoted by SolarShop do not include GST unless specifically stated. SolarShop will provide a valid tax invoice. GST will be added to the price of the goods and any other form of taxable supply as defined in A New Tax System (Goods and Services Tax) Act 1999 ('the Act') at the rate applicable at the time of supply. For the purposes of these conditions 'GST' means GST within the meaning of the Act.
10. Minimum order values	Minimum values will apply to orders supplied by SolarShop: \$100.00 for goods collected from SolarShop. \$200.00 for goods delivered to a Client's premises. In both cases minimum values are based on quoted prices of goods.
11. Delivery charge	Unless specifically included in a quotation, a delivery charge will be applied on all orders, which are delivered to a Client's premises. This amount will be charged at the rate applicable at the time of delivery and will be shown as a separate item on invoices.
12. Terms of payment	SolarShop may require a deposit upon acceptance of an order in which case acceptance of the order is contingent upon receipt of the deposit. Unless otherwise stated, terms of payment are net cash on delivery of goods or on completion of installation, subject to provisions for progress payments. Progress payments shall be made on or before the date due or upon SolarShop's advice that a progress payment is due. When payments are made contingent upon delivery, installation or test, and any of these stages are delayed to suit the Client's wishes or convenience, or by reason of non-readiness of the site or other works, such as delivery of materials being furnished under separate contract, payments are to be made in the time in which they ordinarily would have been made had there been no such delays, the material being, if necessary, stored at the Client's risk and expense. Should the Client delay in respect of any payment due to SolarShop then SolarShop shall have the right in addition to all other rights at law to charge interest on the overdue amount as such rate as is charged to SolarShop by SolarShop's bankers for overdraft accommodation and calculated from the date of invoice to the actual date of full and final payment. Payment will be credited first against interest accrued. SolarShop may also defer or cancel any outstanding balance of an order and may enter upon the Client's premises or elsewhere as provided in clause 17.
13. Packing	Unless stated otherwise in the quotation, the price quoted includes packing in accordance with SolarShop's standard practice. Any other packing requested by the Client or deemed necessary by SolarShop will be charged for in addition to the price quoted.
14. Delivery	The quoted delivery or installation period commences from the date SolarShop receives sufficient information to proceed with supply or from the date SolarShop receives the Client's written order, whichever is the later. Quoted delivery or installation dates are subject to confirmation when placing the order. SolarShop is not in any event liable to the Client for loss of profits or any other consequential loss or damage caused to the Client by any delay in delivery or installation or failure to deliver or install of the goods or any part of them. Claims for anomalies in delivery or installation must be advised to SolarShop in writing within 7 days of delivery or installation of goods.
15. Storage	If delivery or installation is delayed for any reason beyond SolarShop's reasonable control for a period of 14 days after the date on which the Client is notified that the contract goods or any completed item forming part thereof are ready for delivery or installation, the risk of such goods shall forthwith pass to the Client and SolarShop is entitled to present invoices to the Client for payment in accordance with clause 12. If the Client fails to take delivery of the goods in accordance with the preceding sentence of this clause SolarShop may arrange suitable storage of such goods at SolarShop's premises or elsewhere and all costs of or incidental to such storage must be borne by the Client. If delivery is delayed after the period stated in the preceding paragraph of this clause for any reason beyond the reasonable control of both SolarShop and the Client, the costs of storage, insurance, demurrage, handling and other charges incidental to such storage shall be shared equally between SolarShop and the Client and the risk in the goods remains with SolarShop. SolarShop is entitled to present invoices to the Client for payment in accordance with clause 12 for half the quoted values of the goods ready for delivery, the balance to be invoiced when delivery or installation is effected. The Client must not request pay to SolarShop all costs of storage, insurance, demurrage, handling and other charge incidental to any storage.
16. Damage or loss in transit	Where SolarShop is responsible for carriage of goods SolarShop will repair or replace free of charge goods lost or damaged in transit to the contractual point of delivery provided written notice of such loss or damage is given to SolarShop within 3 days of delivery or expected delivery, or within such times as will enable SolarShop to comply with the carrier's conditions of carriage as affecting loss or damage in transit.
17. Property and risk	Notwithstanding that goods are in whole or in part at the risk of the Client, the property in and legal title to the goods remains with SolarShop until they and all other goods previously supplied by SolarShop whether under this or any other contract (collectively referred to as the goods) have been paid for by the Client. Until the goods have been paid for and any delivery and installation charges met in full: The company may be its servants or agents enter the Client's premises or elsewhere at any reasonable time with or without notice to inspect the goods. The purchaser must store the goods including other goods into which the goods have been incorporated in such a manner as to show clearly that the goods are the property of SolarShop. The purchaser must deliver up the goods to SolarShop on request and in default of delivery SolarShop may be its servants and agents enter the Client's premises or elsewhere at any reasonable time with or without notice to repossess the goods. To the extent (if any) that the property in and legal title to the goods has passed to the Client by operation of law then SolarShop has a specific lien over the goods until paid for in full. The purchaser is not entitled to make any and deductions from the price of the goods for any set off or counter claim. Where carriage of goods is the responsibility of SolarShop its obligation shall be subject to the provisions of clause 16 (damage or loss in transit). The whole of this clause applies notwithstanding any arrangement under which SolarShop grants credit to the Client.
18. Credits	Standard products as listed in SolarShop's fact sheets or price lists may be returned for credit only with the consent and approval of SolarShop and provided the goods: are returned within 7 days of delivery free to SolarShop's warehouse are accompanied by a delivery docket stating SolarShop's original invoice number, and a reason for the return are returned in an unsoiled, undamaged and resaleable condition in their original packaging. No goods will be accepted for return after 7 days from the date of delivery unless by prior arrangement and with the payment of a restocking fee of 15% of original net invoice value or \$50.00, whichever is the greater. If goods have been supplied by SolarShop on a built to order or indent only basis SolarShop will not accept them for return unless they are faulty or have been wrongly delivered.
19. Loans and Hire	Any equipment loaned or hired out by SolarShop must be returned by the person to whom the equipment has been lent or hired ("the recipient") within the specified for loan or hire period and in the original packing and in original condition, fair and reasonable wear and tear excepted. Return freight, where applicable, will be paid by the recipient. Any equipment loaned or hired out by SolarShop that is not returned to SolarShop within the specified loan or hire period is deemed sold and the list price of the equipment becomes due and payable by the recipient. Any returned equipment found damaged or defective and not covered by SolarShop's standard warranty provision will result in the recipient being charged for repair charges or the cost of the equipment whichever is the lesser.
20. Copyright, licenses & intellectual property	Copyright, licenses, patents and design rights for all engineering design, software and hardware supplied by SolarShop remains the property of SolarShop and shall not be available in any form to third parties, nor re-used by the Client unless agreed to in writing by SolarShop. The Client must not alter, remove or in any way tamper with any of the trade or other marks or numbers of SolarShop or its principals attached to or placed on the goods. Any software supplied by SolarShop may be used by the Client only on the equipment configuration specified.
21. Training	Where training forms a part of the supply of goods and services such training will be charged at a rate per 8 hour day agreed in advance between SolarShop and the Client. Subject to quotation, all cost of transporting equipment and instructors, air fares, hire cars, on site transportation, meals, accommodations and miscellaneous agreed of pocket expenses will be charged at cost. All travel time and stand-by or waiting time will also be charged in accordance with the labour rate ruling at the time.
22. Engineering Assistance	Any engineering or technical assistance provided by SolarShop not already covered by any other clause herein or other condition of contract as applicable will be charged at the labour rate ruling at the time (including travel and stand-by and waiting time), plus expenses at cost. Applicable expenses include but are not limited to those described under clause 21 for training, and any required miscellaneous materials purchased by SolarShop will be charged at cost plus 25%.
23. Warranty	All goods which are of SolarShop's own manufacture or SolarShop's principal's manufacture and supplied by SolarShop are guaranteed against faulty workmanship, materials or design for a period of 6 months from the date of dispatch after which all liability on the part of SolarShop ceases. Any repairs that SolarShop undertakes are guaranteed for a period of 6 months in respect only of the components that are the subject of the repairs. In all such cases SolarShop's liability for any loss, injury or damage shall be limited to making good by replacement or repair of defects, which appear under proper use provided that SolarShop is permitted to inspect defects before replacement, the defective components being returned free into SolarShop's store. Any unauthorised repairs or alterations to the equipment invalidates this warranty. In the case of goods not the manufacture of SolarShop or of its principals SolarShop undertakes that it will, if requested in writing by the Client, make all reasonable endeavour in assisting the Client to obtain from the manufacturer the benefit of any guarantee or warranty which the manufacturer may have expressly given as to the quality or fitness for any purpose of the goods, except as may otherwise be provided for by law. The fulfilment of this undertaking constitutes SolarShop's sole liability for any loss of profits or consequential loss or damage suffered by the Client in consequence of any defect in materials or workmanship for such goods or the failure of the goods to perform in accordance with any performance figure stated. There are no express or implied warranties given by SolarShop in respect of proprietary software. The only warranty that is applicable is the warranty supplied by the owner of the software and the Client must comply with all reasonable conditions of such warranty. This warranty does not exclude any condition or warranty applied by the Trade Practices Act 1974 or separate State laws and is in addition to any other right that the original purchaser or any subsequent purchaser may have.
24. Indemnity	The purchaser must comply with all instructions of SolarShop in relation to the fitting, installation and use of the goods. Notwithstanding such compliance, the Client must keep SolarShop indemnified against all claims expenses and liabilities of whatever nature including without limiting the generality of the foregoing, claims for death, personal injury, damage to property, and consequential loss, including loss of profit, which may be made against SolarShop or which SolarShop may sustain, pay or incur arising out of the manufacturer or sale of the goods, unless the same is directly and solely attributable to any breach of contract or by negligence of SolarShop or its authorised employees or agents.
25. Severance	The conditions are to be so construed as not to infringe any State or Commonwealth legislation and, if necessary, they shall be read down to such extent necessary to ensure they do not infringe. In the event that any condition cannot be read down so as not to infringe it shall be deemed to be void and severable.