



Solar Shop Australia

Standard Terms & Conditions

1. Background

1.1 These terms and conditions (Terms and Conditions) apply to each contract for the supply of goods and/or services (Goods) by or on behalf of, Solar Shop Australia Pty Ltd ACN 092 562 877 (Solar Shop) to any customer (Customer).

2. Terms and Conditions

2.1 A contract for the supply and purchase of Goods (Contract) will be formed, on these Terms and Conditions, immediately when a Customer delivers to Solar Shop a purchase order for Goods or otherwise requests that Goods be supplied by Solar Shop (Order).

2.2 These Terms and Conditions together with the relevant Order, any quotation provided in respect of the Goods (Quotation) and any load profile (or equivalent document setting out the Customer's usage requirements for the Goods) provided by the Customer to Solar Shop prior to the date of the Quotation (Load Profile) constitute the entire agreement between Solar Shop and the Customer.

2.3 No terms and conditions contained in, or deemed to be incorporated by, an Order or Quotation (if any), will apply in substitution of these Terms and Conditions or in any way override or amend these Terms and Conditions.

2.4 A Customer must not cancel an Order or terminate a Contract without the prior written consent of Solar Shop. The Customer must indemnify Solar Shop for all costs, expenses and losses incurred as a result of that cancellation or termination.

3. Warranties and Acknowledgements by Customer

3.1 The Customer:

(a) warrants that it has read and understood these Terms and Conditions and has had the opportunity to obtain independent legal advice about their terms and effect;

(b) warrants that all information supplied to Solar Shop in connection with the supply of Goods (including, without limitation, the Load Profile) is true and accurate and acknowledges that Solar Shop has relied on that information in supplying the Goods;

(c) acknowledges that the performance of the Goods may be affected by the actions of third parties and environmental conditions including, without limitation, the number of hours of sunlight, cloud cover, weather patterns, the location of the Goods and the location of surrounding structures and flora;

(d) acknowledges that while Solar Shop may have provided information to it about the performance of solar hot water systems and solar electricity systems generally, it has not made any representation or warranty concerning the performance of the Goods or the suitability of the Goods for the site at which the Goods are to be installed (Site);

(e) warrants that notwithstanding clause 3.1(d), it has not relied upon any representation or warranty concerning the performance of the Goods or the suitability of the Site;

(f) warrants that all electrical and plumbing infrastructure and installations at the Site (Systems) comply with all laws, Acts, rules, regulations and codes and the requirements and directions of any relevant Commonwealth, State and Local Government departments and other bodies (Laws);

(g) acknowledges that if the Systems are not compliant with all Laws, it may be required to repair or replace those parts of the Systems that are non-compliant at its own cost prior to the installation of the Goods and/or the provision of the Services; and

(h) acknowledges that all descriptive specifications, illustrations, drawings, data dimensions and weights provided by Solar Shop to the Customer or otherwise contained in fact sheets, price lists and other advertising matter of Solar Shop are approximate only and have not been relied upon by it.

4. Purchase Price

4.1 Subject to clause 4.2, the purchase price for the Goods is the price set out in the Quotation (Purchase Price).

4.2 The Purchase Price may be varied by Solar Shop for any reason including, without limitation, additional transportation, packing, freight, storage, handling, insurance, government, statutory or regulatory charges that relate to the supply of the Goods (if any).

4.3 Unless otherwise expressly stated, the Purchase Price is exclusive of GST. If GST is, or becomes, payable in respect of any supply made by Solar Shop to the Customer, the payment for that supply will be increased by an amount equal to the GST payable.

5. Rebates & Incentives

5.1 The Customer authorises Solar Shop to apply for any grant, rebate or other benefit from the Commonwealth or State Government or any local government council in connection with the installation of a solar system (Rebate) in the Customer's name and to receive payment of that Rebate on the Customer's behalf.

5.2 The Customer agrees to sign whatever documents, provide whatever information and take whatever action Solar Shop may require, to enable Solar Shop to obtain payment of a Rebate.

5.3 If Solar Shop receives payment of a Rebate, it will apply that payment in or towards satisfaction of the Purchase Price and pay any excess to the Customer.

5.4 Solar Shop is not responsible for any failure to obtain a Rebate and the Customer remains liable for the Purchase Price and any other amounts due to Solar Shop which are not paid in full.

5.5 The Customer unconditionally assigns all Renewable Energy Certificates (RECs) to which the Customer is entitled in respect of the Goods to Solar Shop.

5.6 The Customer acknowledges that, in certain circumstances, the Commonwealth Government, State Government or local government council (as applicable) may require repayment of the Rebate from the Customer and in such circumstances Solar Shop will have no responsibility to the Customer.

6. Payment of the Purchase Price

6.1 Subject to clause 6.5, the Customer must pay the Purchase Price (less any amount specified in the Quotation as an anticipated Rebate) as follows:

(a) if the Goods are to be installed on the Site by Solar Shop:

i. 10% upon receipt of an Order by Solar Shop (or such other amount as is specified in the Quotation);

ii. progress payments in the amounts and at the times specified in the Quotation; and

iii. the balance immediately upon completion of the installation of the Goods.

(b) if the Goods do not require installation or are to be installed at the Site by the Customer or a third party:

i. 10% upon receipt of an Order by Solar Shop (or such other amount as is specified in the Quotation);

ii. the balance immediately upon Delivery of the Goods.

6.2 If, within 60 days of the installation or Delivery of the Goods, Solar Shop does not receive payment of the anticipated Rebate in full for any reason whatsoever, the Customer must pay an amount equal to the Rebate (or the balance of the Rebate which remains outstanding) to Solar Shop within 7 days of receiving a notice from Solar Shop requiring it to do so.

6.3 The amount specified in clauses 6.1(a)i and 6.1(b)i (in each case the Deposit) is not refundable to the Customer in any circumstances, except for a material breach of this Contract by Solar Shop, in which case it will first be applied as a credit towards all amounts to which Solar Shop is entitled under this Contract, and the remaining balance minus a \$100 administration fee will be repaid to the Customer.

6.4 If the Customer fails to pay the Purchase Price (in full) on or before the times specified in clause 6.1, the Customer must pay to Solar Shop, on demand, any costs, expenses or losses which have been, or are likely to be, incurred by Solar Shop as a result of that failure including costs associated with the collection of any outstanding amounts and Solar Shop may (without prejudice to any other rights or remedies that it may have):

(a) charge an overdue fee of \$30;

(b) charge interest at a rate not exceeding the Commonwealth Bank of Australia's overdraft rate plus 2% on overdue amounts; and

(c) lodge a caveat and/or charge over any real property owned by the Customer until all amounts outstanding by the Customer to Solar Shop are paid.

6.5 If the Delivery or installation of Goods is delayed:

(a) at the request of the Customer;

(b) by reason of non-readiness of the Site;

(c) by reason of a delay in the supply of materials to be provided by the Customer or a third party;

(d) the act or omission of the Customer or any third party; or

(e) for any other reason beyond Solar Shop's reasonable control, payments due upon Delivery or installation of the Goods, must be made at the time in which they would have been made had there been no such delays and the Goods will be stored at the Customer's risk and expense.

6.6 The Customer's obligation to make a payment under this clause 6 is not affected by any delay in the connection of, or the supply of electricity to, the Goods by an electrical distributor or any other third party.

7. Risk and Ownership of Goods

7.1 Risk of loss, or damage, to the Goods passes to the Customer on delivery which will occur on the earliest of the following events:

(a) the Customer taking possession of the Goods from Solar Shop's premises;

(b) completion of the loading of the Goods onto a transportation vehicle provided by the Customer; or

(c) delivery by Solar Shop to the Site or any other location nominated by the Customer, (Delivery).

7.2 Ownership of, and title to, the Goods passes to the Customer only upon payment in full by the Customer of the Purchase Price for the Goods and any other amounts due by the Customer to Solar Shop.

7.3 Until payment of the Purchase Price for the Goods (in full):

(a) Solar Shop retains full legal title to the Goods;

(b) if the Goods are in the Customer's possession, the Customer will hold the Goods as bailee for Solar Shop and must store the Goods so that they are clearly identifiable as the property of Solar Shop;

(c) Solar Shop may call for, and recover possession of, the Goods at any time; and

(d) the Customer must at its own cost, remove (if installed), and deliver the Goods to Solar Shop if requested to do so by Solar Shop; and

(e) if the Customer does not comply with a request by Solar Shop to remove (if installed), and deliver the Goods to Solar Shop, then Solar Shop may remove and recover the Goods without liability for trespass, using whatever force may reasonably be necessary.

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8. Right of entry

8.1 Solar Shop may use any competent and qualified director, representative, associate, officer, employee, agent or subcontractor (Authorised Persons) to provide the Goods.

8.2 The Customer grants to each Authorised Person, a licence to enter the Site for the purposes of:

- (a) installing the Goods;
- (b) inspecting the Goods;
- (c) conducting repairs or maintenance to the Goods;
- (d) removing the Goods; and
- (e) any other activities ancillary to, or necessary to facilitate, the removal of the Goods or any equipment upon termination of this Contract.

8.3 The Customer will provide each Authorised Person with access to water, electricity, toilet and washing facilities.

8.4 The Customer will ensure that all other third party consents necessary for the Authorised Persons to access the Site as described in this clause are obtained prior to access being required.

9. Insolvency

9.1 If the Customer becomes, or resolves to become, insolvent, bankrupt or have a receiver, administrator, liquidator, trustee or similar official appointed, then:

- (a) the Customer must notify Solar Shop immediately;
- (b) all amounts outstanding by the Customer to Solar Shop immediately become due and payable; and
- (c) the Customer's right to possession of any Goods supplied by Solar Shop which have not been paid for in full by the Customer ceases, and Solar Shop will be entitled to recover possession of those Goods under clause 7.3.

10. Credits

10.1 Goods that are listed in Solar Shop's fact sheets or price lists may be returned for credit with the consent and approval of Solar Shop provided the Goods:

- (a) are either returned to Solar Shop within 5 days of Delivery or the Customer pays a restocking fee of 15% of the Purchase Price or \$50.00, whichever is greater;
- (b) are accompanied by a notice stating Solar Shop's original invoice number and a reason for the return; and
- (c) are returned in an unsoiled, undamaged and resalable condition in their original packaging.

11. Damaged or Missing Goods

11.1 Any claim in respect of a shortage of Goods or damaged Goods (Claim) must be lodged with Solar Shop within 5 days of the Delivery of some or all of the Goods the subject of the Contract.

11.2 Failure of the Customer to give notice of a Claim within 5 days of the Delivery of some or all of the Goods the subject of the Contract will be deemed an absolute and unconditional waiver of such Claim.

12. Warranty

12.1 Subject to clause 13:

- (a) Goods specifically manufactured by Solar Shop (such as the frames on which solar panels are mounted (but not including, for example, solar panels, hot water systems, inverters and batteries manufactured by parties other than Solar Shop) are guaranteed against faulty workmanship, materials or design for a period of 5 years from the date of Delivery; and
- (b) services undertaken by Solar Shop are guaranteed against faulty workmanship, materials or design for a period of 5 years from the date the service is provided.

13. Exclusions and Limitation of Liability

13.1 Except for:

- (a) any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void; and
- (b) the warranty set out in clause 12, (together the Non-Excluded Warranties), Solar Shop excludes all other conditions and warranties implied by custom, the general law or statute.

13.2 The warranty set out in clause 12 does not apply if unauthorised repairs or alterations, not specifically authorized by Solar Shop, are made to the Goods, the Customer fails to comply with all instructions of Solar Shop (whether written or verbal) in relation to the fitting, installation and use of the Goods or the Goods are:

- (a) installed in a mobile or marine environment;
- (b) subjected to improper voltage or power surges
- (c) discoloured by mould, corroded, oxidized or the like;
- (d) not returned to Solar Shop for inspection;
- (e) subjected to extreme environmental conditions or rapid changes in such conditions;
- (f) damaged by accident, force of nature or any other acts beyond Solar Shop's reasonable control; or
- (g) otherwise improperly installed (other than by an Authorised Person) or abused or misused.

13.3 The liability of Solar Shop under any of the Non-Excluded Warranties is limited to:

- (a) in the case of Goods, replacing the Goods, repairing the Goods or payment for the cost of replacing or repairing the Goods; and
- (b) in the case of services, re-supplying the services, having the services re-supplied or payment for the cost of having the services re-supplied.

13.4 The cost of transporting equipment and service personnel to a Site will be charged to the Customer at cost and all travel, stand-by and waiting time will be charged at Solar Shop's standard labour rate (unless the Site is less than 75 kilometres from a Solar Shop retail premises and a successful warranty claim is established under clause 12 in relation to the visit).

13.5 Solar Shop is not responsible for any non-Delivery or failure to supply Goods on the date agreed between the parties and the Customer is not entitled to cancel any Order as a result of that failure.

13.6 Solar Shop will not be liable for any personal injury, incidental damages, consequential losses, loss of profit, costs of business interruption, loss of opportunities or any like claims whatsoever arising from any use of, or incidental to, the Goods or their failure to operate, or arising out of Solar Shop's negligence or breach of the Contract.

13.7 If the Goods are, or any component part of the Goods is, manufactured by a third party or supplied to Solar Shop by a third party (including, for the avoidance of doubt, all solar panels, hot water systems, inverters and batteries), any warranty offered by Solar Shop in relation to the Goods or component part of the Goods will be limited to the Solar Shop's right of redress (if any) against the manufacturer or supplier of the Goods.

13.8 The Customer must keep Solar Shop indemnified against:

- (a) all claims, expenses and liabilities of whatever nature including without limiting loss of profit, which may be made against Solar Shop or which Solar Shop may sustain, pay or incur arising out of the manufacture or sale of the Goods, except in so far as the same arises from Solar Shop's negligence or breach of the Contract; and
- (b) any unforeseen costs incurred by Solar Shop during installation of the Goods.

13.9 This clause 13 does not exclude or limit the application of any statutory provision where to do so would contravene that statute or cause any part of this clause 13 to be void.

13.10 The provisions of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from all Contracts.

14. Information and Privacy

14.1 Information collected by Solar Shop from the Customer may be used and accessed in accordance with Solar Shop's privacy policy. A copy of the policy is available at www.solarshop.com.au.

14.2 Without limiting clause 14.1, the Customer acknowledges and agrees that Solar Shop may exchange information about its credit arrangements, credit worthiness, credit standing, credit history and/or credit capacity with other credit providers. If the Customer is a company or a trust, the aforementioned also refers to any directors of the company or directors of the trustee of the trust.

15. Miscellaneous

15.1 Where engineering or technical assistance (Assistance) forms a part of the supply of Goods:

- (a) the cost of transporting equipment and instructors, air fares, hire cars, on site transportation, meals, accommodations and miscellaneous out of pocket expenses will be charged to the Customer at cost;
- (b) all travel time and stand-by or waiting time will be charged at the labour rate specified in the Quotation (and, if no rate is specified, at Solar Shop's standard labour rate); and
- (c) parts and other miscellaneous materials purchased by Solar Shop will be charged at cost plus 25%.

15.2 Solar Shop owns (and this Contract does not transfer ownership of) all intellectual property rights (including, without limitation, copyright, trademarks, registered designs, patents and know how) in or in connection with or relating to the Goods.

15.3 The Customer must not alter, remove or in any way tamper with any of the trade or other marks or numbers of Solar Shop. Any software supplied by Solar Shop may be used by the Customer only on the equipment configuration specified in the Quotation.

15.4 All Contracts are governed by the laws of South Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of South Australia.

15.5 Solar Shop may vary these Terms and Conditions or terminate a Contract at any time by notice to the Customer. Notice may be given by standard mail or any commercially accepted electronic means including email and facsimile.

15.6 If any term or part of a term of these Terms and Conditions is illegal or unenforceable it may be severed and the remaining terms or parts will continue in force.

16. GST

If the customer is a GST registered entity, the customer agrees to Solar Shop Australia creating a Recipient Created Tax Invoice (RCTI) on the customer's behalf for any RECS sold to Solar Shop Australia by the customer, as part of this agreement.

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