

Solar Smart: Terms and Conditions

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1. Definitions

In these Terms and Conditions:

“we”, “us”, or “our” means EcoSmart Programs Pty Ltd (ABN 73 107 431 176) trading as EcoSmart;

“you” or “your” means the customer as stated in the SIR;

“Payment Form” means the payment details section of the SIR.

“AS 4509.3” means Australian Standard 4509.3-1999: Stand Alone Power Systems – Installation and Maintenance produced by the Council of Standards Australia.

“AS477” means Australian Standard 4777: Grid Connection of Energy systems via Inverters produced by the Council of Standards Australia.

“ASNZS3100” means Australian and New Zealand Standard 3100:2002 Approval and Test Specification – General Requirements for Electrical Equipment produced by the Council of Standards Australia and Standards New Zealand.

“BCSE” means Australian Business Council of Sustainable Energy.

“Department” means the Australian Government Department of Environment, Water, Heritage and the Arts.

“Premises” means the premises listed as the “install address” in the SIR.

“Product” means the products as described in the SIR; and

“Purchase Price” means the price that is stated in the SIR as the purchase price for the Products.

“SIR” means our Site Inspection Report is on the reverse side is based on these Terms and Conditions.

“Rebate” means \$8,000.00 (GST Excl.) payment by the Department subject to eligibility requirements under the Solar Homes and Communities Plan, upon application to the Department.

“Pre-Approval” means approval to receive the rebate.

“OH&S” means Occupational Health and Safety.

“COD” means cash on delivery

“REC” means Renewable Energy Certificate

2. Offer to Purchase and Supply of Products

2.1 The details in the SIR are valid for 90 days and subject to clauses 2.2 and 2.3.

2.2 The prices specified in the SIR for the Product are subject to alterations in the event of any increases in the cost of materials and/or labour and/or freight or cartage occurring after the date of the SIR and/or prior to delivery, and such increases shall be added to your account and added to the price indicated in the SIR.

2.3 Our SIR is prepared in good faith, based upon information that you have given us about the Premises. In the event that unforeseen problems are encountered, the job may take longer than expected and may involve additional or more expensive materials. We reserve the right to increase the amount of our Purchase Price in such cases.

2.4 The Purchase Price includes the rebate at all times if not clearly stated.

2.5 The SIR is our offer to supply the Product to you on these Terms and Conditions. You accept our offer by returning a completed copy of the Payment Form of the SIR and by paying Stage 2 Payment as indicated in the SIR.

2.6 You acknowledge additional costs may be required incurred for replacement/modifications to be conducted by an electrician on the switchboard or other areas of electrical compliance (e.g. main earth) due to OH&S issues.

2.7 Your acceptance of the SIR constitutes a contract for the supply and installation (if applicable) of the Products at the Premises.

2.8 We may engage independent contractors to provide any materials or labor.

3. Payment

3.1 You must pay us the Purchase Price in Australian dollars for the Products specified in the SIR plus Goods and Services Tax (GST) if the Purchase Price does not include GST.

3.2 This SIR provides concession to take the Stage 2 payment for the Product by means identified by the customer.

3.3 Upon acceptance of the SIR, the payment of the Stage 2 payment as indicated in the SIR must be paid to us by cash, credit card or by electronic transfer or by prior arrangement cheque within 14 days of the date of this SIR.

3.4 On the day that the Product is installed at the Premises, the any balance of the Purchase Price as indicated in the SIR must be paid to us as a Stage 3 Payment in the form of cash, by electronic transfer or by prior arrangement cheque within 14 days.

3.5 This SIR provides concession to take the Stage 3 payment for the Product by means identified by the customer.



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4. Disclaimer Regarding Performance

- 4.1 If every circumstance and where possible EcoSmart will use best endeavours to install the Product to optimal orientation and exposure to direct sunlight.
- 4.2 EcoSmart does not guarantee performance of the product other than extending the manufacturers performance warranty.
- 4.3 EcoSmart acknowledges that some houses may not have optimum positioning for the Product and acknowledges that customers will still want the Product installed with the understanding the performance may be compromised in certain situations.
- 4.4 You acknowledge that performance may be compromised if the Product including positioning of components and Products on rooftops is not ideal and accept that the performance may not be as to the manufacturer's specifications.

5. Title, Finance and Rebate for Products

- 5.1 You agree that you have been 'pre-approved' for the rebate, received the pre-approval letter and understand the Customer irrevocably directs that the Rebate be paid to the bank account nominated by the Installation Company. Once this direction is made, the Customer cannot stop payment of the Rebate to the nominated account.
- 5.2 The Customer consents to being contacted by the Installation Company, any representative of the Installation Company or any person authorised by the Installation Company in order to confirm that installation of the Solar Panel System has taken place.
- 5.3 The Customer agrees to allow the Installation Company, any representative of the Installation Company, or any person authorised by the Installation Company access to their premises for the purposes of confirming that installation of the Solar Panel System has taken place.
- 5.4 The Customer agrees that they have recourse only against the Installation Company and Supplier in respect of the Solar Panel System itself, the installation of the Solar Panel System or any other matter relating to the Solar Panel System and will not hold any financier or any other party liable for any loss or damage suffered by the Customer in respect of the Solar Panel System. The Customer agrees that if a dispute arises with respect to the Solar Panel System, they must resolve the dispute with the Installation Company and cannot stop payment of the Rebate to the nominated bank account.
- 5.5 It is expressly agreed and declared that the title of the Product not pass to the Customer until payment in full of the purchase price owing by EcoSmart to "The Supplier" for the Product is received.
- 5.6 In circumstances where it has been supplied to the Customer, the Customer shall also retain it as the fiduciary agent and bailee of "The Supplier".
- 5.7 The Customer irrevocably authorises and gives "The Supplier" licence and permission to enter their premises for the purposes of removing the Product if payment for it is not made in accordance with the terms of the agreement between "The Supplier" and EcoSmart, including allowing "The Supplier" or its agents access to the interior and exterior of their house or premises to the extent necessary to allow the removal of the Product.
- 5.8 None of the provisions or anything else herein in this contract creates any liability of "The Supplier" to the Customer in any way in relation to the Product or in relation to the installation thereof.
- 5.9 The Customer and EcoSmart shall sign all such documents and do all such things as to make an application for a rebate in the amount of A\$8,000.00 (or less where a system less than 1kW is installed) under the Solar Homes and Communities Plan of the Department of the Environment, Water, Heritage and the Arts in relation to the supply and installation of the Product on the Customer's house or premises and further to nominate and authorise "The Supplier" to be the recipient of such rebate, except for COD.
- 5.10 The Customer shall provide EcoSmart with copies of all documents relating to such application for a rebate including the relevant pre-approval form, notification of approval and completed Residential Installation Report.
- 5.11 You will ensure that the Product is insured whilst at your Premises and until title in the Product passes to you in accordance with paragraph 5.

6. Access to the Premises

- 6.1 You authorise EcoSmart (it's contractors, employees and installers) to have access to the property at times it reasonably requires. This access may include, but is not limited to, site inspections, the signing of required paperwork, the delivery and installation of the PV Solar system, connection to the grid and one single subsequent inspection.
- 6.2 You understand that if you (or another authorized person) are not present at time of installation and hence installation is not able to go ahead then a fee of \$200.00 (GST Inclusive) will be charged and your new installation date will be moved to the end of the list, EcoSmart reserve the right to consider extenuating circumstances.



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6.3 If you are not the owner of the Premises:

- 6.3.1 you represent that you have obtained the consent of the owner or any agent of the owner of the Premises for us to carry out all work and supply Product;
- 6.3.2 you agree that you are liable to pay for the Product even though you are not the owner; and
- 6.3.3 you agree to indemnify us against all loss, costs or damage that we suffer or which is claimed against us or our contractors due to any breach of this clause 6 by you.

7. Warranty

- 7.1 Any manuals that are supplied with the Product by the manufacturer will be provided to you or available on our website or by contacting us.
- 7.2 You should deal directly with the manufacturer of the Product should you wish to claim under the original manufacturer warranty for the Product.
- 7.3 We warrant to you, the original purchaser, that our workmanship in the installation of the Product will be free from defects under normal use for a period of 1 year.
- 7.4 The workmanship warranty does not extend to cover:
 - 7.4.1 any claims arising from failure to operate the Product in accordance with the operating manual, fair wear and tear in the use of the Product or misuse of the Product by you or anyone on the Premises and/or consequential loss arising from such claims;
 - 7.4.2 a Product or part thereof if it has been subject to service, alteration, repair or technical alteration by parties other than us; or
 - 7.4.3 an act of god.
- 7.5 It is your responsibility to provide proof of initial installation of the Product for warranty purposes.
- 7.6 In the event of a claim, we will decide on the course of action to be taken.
- 7.7 We shall not be liable for any indirect or consequential loss or damage arising from any fault with our workmanship.
- 7.8 Subject to clause 7.9 we exclude any condition or warranty which would otherwise be implied in relation to the supply or installation of the Products.
- 7.9 Conditions or warranties that cannot be excluded or modified at law including certain conditions or warranties in the Trade Practices Act 1974 (Cth), are implied into these Terms and Conditions. However, to the extent permissible by law, our liability for any breach of such condition or warranty is limited, at our option, to one or more of the following:
 - 7.9.1 in the case of goods:
 - 7.9.2 the replacement or repair of the goods, or the supplying equivalent goods; or
 - 7.9.3 payment of the cost of replacing or repairing the goods or acquiring equivalent goods; and
 - 7.9.4 in the case of services:
 - 7.9.4 the supplying of the services again; or
 - 7.9.5 payment of the cost of having the services supplied again.
- 7.10 Additional conditions or warranties may be contained in the installation instructions or brochures for a particular Product. To the extent that any additional conditions or warranties are inconsistent with the terms of this clause 7, the terms of this clause 7 shall prevail.

8. Inclusions

- 8.1 All hardware, cable and accessories are provided by us for the mounting, wiring and connection of the Product.
- 8.2 EcoSmart will arrange the ordering, delivery and installation on your behalf for all PV Solar components which meet all relevant Australian and international standards and suitable to meet the technical requirements of the Department of Environment, Water, Heritage and the Arts (DEWHA - SHCP) rebate.
- 8.3 EcoSmart will arrange (via contractors, employees and installers) the installation on your behalf of your PV Solar system through BCSE (Business Council for Sustainable Energy) accredited PV Solar Designers/Installers and licensed electricians, according to the relevant Australian and international standards, and suitable to meet the technical requirements of the DEWHA SHCP rebate.
- 8.4 EcoSmart will require the REC's to be assigned to EcoSmart. If the customer chooses to keep the REC's, the cost of the installation will be increased accordingly.
- 8.5 'Standard Installation', testing and commissioning will be performed by us in accordance with AS4777, AS4509 and ASNZS3100.
- 8.6 Testing and commissioning documentation will be provided in accordance with AS4777 and AS4509 recommendations
- 8.7 A system manual will be provided in accordance with AS4777 and AS4509 recommendations.
- 8.8 All design, installation and commissioning is to be carried out by BCSE accredited designers and installers for the rebate.



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9. Exclusions

- 9.1 Communications connections must be completed by an appropriately licensed data-cabling contractor.
- 9.2 A 'communications network connection point' must be provided adjacent to the installed Product. We can arrange for an appropriately licensed data-cabling contractor to perform this work, the cost of which is to be borne by you.
- 9.3 The cost of 'network' accessories, wiring, and installation and the attendance and services of the data-cabling contractor are NOT included in the SIR.
- 9.4 We will not be responsible for any loss, damage or costs associated with the 'network' accessories, wiring, installation or the attendance and services of the data-cabling contractor.
- 9.5 Any work carried out onsite that is not specifically required for the installation and commissioning of the EcoSmart product is not included in the SIR or within these Terms and Conditions.
- 9.6 It is your responsibility to ensure that the existing roof or mounting structures where the Product is to be installed has adequate structural integrity and is fit and proper for the purpose of attaching the Product. We will not be responsible for any claim arising from any breach by you of this clause. We will also be entitled to refuse to install the Product if we consider that the existing roof or mounting structure does not comply with the requirements of this clause.
- 9.7 It is your responsibility to ensure local government approval is obtained (if required) for the installation of the Product.

10. Cancellations

- 10.1 We are not obliged to accept any cancellation or suspension of your order under the terms of the SIR after you have made payment as provided in clause 3.3.

11. Deposits

- 11.1 The deposit you pay under clause 3.3 is non-refundable unless we agree otherwise in writing.

12. Delivery of Goods

- 12.1 Any period or date for delivery of the Product stated by us is intended as an estimate only and is not a contractual commitment. We will use our best reasonable endeavours to meet any estimated dates for delivery and installation of the Product.

13. Termination

- 13.1 EcoSmart reserves the right to terminate this agreement if:
 - 13.1.1 Breach of the stated terms and conditions occurs.
 - 13.1.1 Delays in the buying process causes supplier pricing to increase. Any refunds stated in the payment terms would apply.
 - 13.1.2 Your home does not qualify as a standard installation and you are not willing to pay additional fees for a non-standard installation. Any refunds stated in the payment terms would apply.

14. Defaults in Payment

- 14.1 Should you fail to make due payment for the Product, then we may, without prejudice to any other rights we may have, suspend credit, withhold delivery and take steps to recover moneys and/or the Product.
- 14.2 All expenses incurred in taking such action shall be paid by you. If the balance of the Purchase Price as required in clause 3 remains unpaid, interest shall be charged at the rate of 20 percent per annum commencing on the date of the delivery of the Product and continuing until we receive payment in full.

15. No Representations

- 15.1 No representations, inducements, promises or agreements between you and us will be of any force or effect in varying these conditions unless in writing and signed by both you and us.
- 15.2 You acknowledge that if you breach any of the conditions of the rebate during the first 5 years after installation, as outlined in the Residential (DEWHA) (SHCP) guidelines, you may be required to pay back the (DEWHA - SHCP) rebate to the Federal Government. You acknowledge that EcoSmart (it's contractors, employees and installers) will have no responsibility to you if this occurs.

