

1. NATURE OF SERVICE

- a. Solergy is a supplier, designer and installer of solar energy systems.
- b. The Charges payable by the client are based solely on the value of the services, products and installation as per the contract. Any variations must be mutually agreed to and are subject to a separate invoice.

2. INSTALLATION OF EQUIPMENT

- a. During the installation period equipment installed by Solergy and remains the property of Solergy until paid in full. If the client goes into bankruptcy, voluntary or Involuntary liquidation, or if the invoice remains unpaid after payment terms expire, we reserve the right to attend the site and to remove all products and services.
- b. If any additional services and equipment or upgrades are requested by the owner or suggested by the installer during construction, then they must be confirmed in writing prior to acceptance by either party.

3. WARRANTY

- a. All warranties relating to solar components are the responsibility of the manufacturer of those components. Warranty claims may be facilitated by Solergy.
- b. Solergy is responsible for the installation of systems to specification and according to industry standards. Solergy is not directly responsible for the performance of components.

4. PAYMENT TERMS

- a. Unless otherwise agreed our Standard Payment Cycle follows two instalments:
 - 1. Contract signed – 50% of contracted sum as deposit.
 - 2. Project completed - 100% of balance outstanding paid upon the completion of the works.
- b. If the project runs over 20 days from commencement to completion Solergy will require a progress payment amounting to 30% of the contract price.
- c. Final Payment is required regardless of installation of metering by your Local Power Utility as the availability of meters is beyond our control.
- d. We ask that all our invoices are paid for within the due date.
- e. For amounts not paid within the agreed terms of payment, interest may be charged at the rate of 1.5% per month on the amount overdue from the date of invoice to the date of payment.
- f. A 'Certificate of Compliance' for Electrical Safety will not be issued until the account is paid in full. Post Installation Pack will not be supplied until final invoice is paid and any delay of project or variation invoices are paid in full.

5. REBATES / OTHER INCENTIVES

- a. Assignment of any approved rebate to Solergy may be applied to your installation for an agreed amount. This may be applied as a point of sale discount off the system price.
- b. Though STC, REC or LGC prices are subject to variation and change, the rebate amount is fixed in the contract for the redeeming period for the advised installation year.
- c. STC are quoted as per year of installation, STC quantities will reduce if the installation is completed in the year after commencement. Point of sale discount will reduce according to the amount of STC's generated for that year.

6. PLACING DEPOSITS & FINAL PAYMENTS

Solergy accepts payments by bank transfer and cash deposits.

Transfer details as follows:

Account Name: Community Development Enterprises P.L. T/as Solergy

BSB Number: 014 734 Account Number: 43 8 521 564

7. WE, THE COMPANY WILL:

- a. Not be liable for unforeseen delays in the delivery of components.
- b. Commence work within a reasonable time. The estimated date of commencement is an estimate only of when goods may be available for delivery and the Seller shall not be liable in any way for failure to deliver within the stated time and the purchaser shall accept and pay for the goods as and when tendered notwithstanding any such failure to deliver within the stated time.
- c. Do the work as designated overleaf and any variations agreed to and confirmed in writing.
- d. Not accept responsibility for storm or other damage following completion of the work by our trades people.
- e. Not take responsibility for damage to any motor vehicles parked on or next to the premises. Whilst we will take every reasonable precaution, there are risks of damage to property in the vicinity of the construction area. Vehicles, children's toys, items of value etc must be removed from the immediate vicinity while work is in progress.



Terms & Conditions

- f. Solergy reserves the right to charge for any variation to the redesign of the quoted solar system where the client did not inform Solergy prior to commencement, in writing about new site-specific constraints. Solergy does not hold any responsibility to changes in system capacity, annual yield and overall performance due to redesign of solar system.*
- g. Not be responsible for damage of any components damaged once installed.*
- h. Solergy reserves the right to remove all products from the customer's property if goods and services are not paid for in full.*
- i. Solergy reserves the right to charge for any project delays due to late progress payment and/or delay of project without requested notice period.*
- j. Solergy reserves the right to charge interest in accordance with the applicable rate of interest of the Supreme Court of the state in which this Agreement is entered into on any outstanding monies beyond the due date, unless you have advised us in writing that you have a complaint and are withholding payment for that reason.*

8. YOU, THE CLIENT WILL PLEASE:

- a. Remove all motor vehicles and not permit motor vehicles to be parked on your premises prior to and while the job is in progress.*
- b. Keep all children, pets and visitors away from our workplace at all times while the job is in progress.*
- c. Inform with a minimum of two weeks' notice of any delay in project commencement/ completion once materials ordered by Solergy.*
- d. Notify Solergy prior to commencement, in writing of any changes which may vary the system design*
- e. Pay the balance of the contract price (which is firmly fixed), immediately and in full upon completion of the job.*

9. EXEMPTIONS

Unless otherwise detailed on this contract the "scope of work" is to install a new PV system, (but not excluding other forms if requested on this order). PV System install work as specified. It does not include, structural timber work, switchboard/ meter box upgrades, support timbers such as fascia boards, battens or framing timbers existing at the time of the works being carried out unless specified overleaf. If, upon commencement or during works some rotten, insecure or unstable building work of any nature be uncovered during the undertaking of the installation of the new PV System, it is the responsibility of the owner of the property to replace or repair the condition. This work may be undertaken by Solergy but only at an agreed price.

10. CANCELLATIONS

If the Customer, after the expiry of any cooling off period purports to cancel this Agreement or otherwise repudiate this Agreement prior to or after the date of the commencement, or delay of commencement of work, the Customer shall pay to the Seller 10% of the Contract price (including any rebates or discounts) to the date of such purported cancellation or repudiation or delay in commencement as the case may be.

11. COOLING OFF PERIOD

This Agreement is subject to a cooling off period under the terms of Fair Trading or equivalent legislation in the place in which this Agreement is entered into. During the cooling off period, the Customer may give notice to the Seller of rescission of this Agreement. That notice must be in writing and delivered to the Seller, either in person or by prepaid post addressed to the Seller.

12. AGREEMENT

This order and its acceptance shall be deemed to constitute the entire agreement between the parties.

13. ELECTRICAL CERTIFICATION OF COMPLIANCE

After the completion of the Solar Installation, an Electrical Certificate of Compliance will only be issued and supplied to the Power Authority once full payment has been made and received.

14. DEBT COLLECTION COSTS

Any expenses, costs or disbursements incurred by the Seller in recovering outstanding monies owed by the Customers to the Seller under this Agreement, including debt collection agency fees and solicitor's costs, shall be paid by the Customer to the Seller when demanded by the Seller on an indemnity basis. Interest is payable by the Customer to the Seller on any outstanding monies owed by the Customer to the Seller under this Agreement in accordance with the applicable rate of interest of the Supreme Court of the State in which the order is placed at the time of the making of the order.

15. PRIVACY ACT

I/We Agree that Solergy may use a credit report about me for collecting overdue payments (Section 18K (1) (ah). Privacy Act 1988). If Solergy considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I/We Agree to Solergy receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. Solergy is bound by the National Privacy Principles set out in the Privacy Act. Certain information about customers may be retained for warranty and other purposes related to our commercial operations but will not be divulged to third parties.

16. NETWORK AGREEMENT FORMS

NCA and PPA forms for all systems less than 30kVA must be submitted to Power and Water for approval before installation (NT only). By providing your telephone number, you warrant that you are the relevant telephone account holder (or their nominee) within the meaning of the Do Not Call Register Act 2006 (cth). You hereby consent to being contacted by telephone in relation to Solergy goods and services, such consent to continue indefinitely. Other Responsibility to the Client: Completion of Network Agreement Forms are the responsibility of the client including payment of Connection Fee.

17. NOTES

- On average over a year each kW of panels installed will produce approximately 4 – 5 kWh of power per day optimum conditions.*
- This is based on the panels being installed with a northern orientation and angle between 20 – 30 degrees, with no shading from obstructions on the panels throughout the year.*
- Check Your Order. Please check details contained in order. Make sure correct type of PV System is shown. Check the terms of sale.*
- After Sales Service. For After Sales Service please ring 0439 834 772*

