

Solar Service Guys

General Terms – Commercial

These General Terms apply to quotes issued by Solar Service Guys Pty Ltd ACN 121 907 579 trading as Solar Service Guys (**Solar Service Guys**).

1. Acceptance

- (a) The following documents taken together constitute the agreement between you and Solar Service Guys (**Agreement**):
 - (i) these General Terms;
 - (ii) our Quote provided to you for the delivery of our services; and
 - (iii) where relevant, our Finance Terms.
- (b) To the extent of any inconsistencies between any of the documents forming the Agreement, the order of priority will be:
 - (i) firstly, any terms contained in our Quote;
 - (ii) secondly, these General Terms; and
 - (iii) lastly, the Finance Terms.
- (c) You agree to be bound by the Terms of this Agreement by:
 - (i) accepting our Quote electronically by following the instructions provided with the Quote;
 - (ii) emailing a scanned copy of the executed Quote or an executed copy of these General Terms (after receiving a copy of our Quote) to sales@solarserviceguys.com.au;
 - (iii) posting a copy to Solar Service Guys at 2/11 Morrison Close, Mansfield, Queensland, 4122; or
 - (iv) providing us with instructions to commence providing the services detailed in our Quote after you have received the Quote.

2. Clean Energy Council Code of Conduct

Solar Service Guys Energy will comply with the Clean Energy Council Solar Retailer Code of Conduct.

3. Existing Electrical Services

- (a) You warrant to us that any existing electrical services or plant or equipment on the Site or affecting the Site are in good order and comply with all applicable standards, codes and lawful requirements.
- (b) You acknowledge that notwithstanding anything in this Agreement, unless specifically stated to the contrary in any special conditions or the Quote, we shall not be liable to ensure any existing services or equipment on the Site complies with current requirements

or standards, prior to or after completion of the Works. We will take reasonable care not to interfere with or damage any services but the reinstatement of any services cut or damaged by us during the course of the Works which was not specifically referred to in the Quote, is not included in the price for the Works specified in the Quote.

- (c) If there is any upgrading or renewal of existing electrical installations required in order to undertake the Works (for any reason) which could not have been reasonably foreseen by us at the time of submitting the Quote, then we must give you notice of same and advise you in writing of the cost (including all time related costs, if any) of dealing with same and the effect on the date for completion. Our fees as specified in the Quote will be adjusted to reflect the additional cost of any additional works required in accordance with this clause. If you dispute our assessment of the effect of this additional, either party may refer the issue for determination as a dispute pursuant to the terms of this Agreement.
- (d) Notwithstanding anything else in this Agreement, we shall not be obligated to undertake any work which is not specified in our Quote, or that falls outside the scope of our licence. You acknowledge that we will not be responsible for any costs, direct or indirect or consequential, for any Upgrading or renewal of existing electrical services.

4. Products & Services

- (a) Where specified in our Quote, you agree that you will:
 - (i) buy the solar, storage, energy management, or other products and services (System) as specified in our Quote from Solar Service Guys, and engage Solar Service Guys to install the System at your Site on the terms of this Agreement; and
 - (ii) pay for site assessment and repair services of your existing solar system (which has not sold to you or installed by Solar Service Guys).
- (b) Solar Service Guys agrees to provide its products and services in good and tradesman like manner.
- (c) Once you have entered into this Agreement with Solar Service Guys, any variations to system design will be documented and you will be required to sign off on such variations prior to installation by Solar Service Guys.

5. Electricity Tariff

- (a) As a result of our installation of the System you acknowledge that your electricity contract or tariff may change.
- (b) You acknowledge that it is your responsibility to consult with your electricity retailer:
 - (i) before accepting this Agreement; and
 - (ii) after installation of the System,to confirm the application of any new electricity tariff rates.

6. Purchase Price & Amount Payable

- (a) We may request that you pay to us a deposit prior to our providing any products or services specified in our Quote. You agree that you will pay the deposit specified in our Quote to Solar Service Guys on or as soon as practicable after following your acceptance

of this Agreement. You acknowledge that if you have not paid a deposit where requested, we reserve the right to refuse to provide our products or services.

- (b) In the event of any default or breach of the terms of this Agreement, you acknowledge that any deposit paid to Solar Service Guys is forfeited and you will not be entitled to a refund of that deposit.
- (c) The fees for our products and services will be specified in our Quote. The balance of the amount payable to Solar Service Guys (following our receipt of any deposit) must be paid to Solar Service Guys on or before the day of installation of the System at your Site.
- (d) You acknowledge that the fees for our products and services as specified in any Quote are based on the information and details supplied by you to Solar Service Guys. If such information and details are materially inaccurate to such an extent that additional costs would exceed 5% of the fees specified in our Quote, then we are entitled to revise the fees originally quoted. If you do not agree to our revised fees, you may terminate this Agreement by giving 5 days written notice to us of your intention to terminate.

7. Financing

- (a) We may at our discretion provide you with finance with respect to your purchase of a System.
- (b) Where we have provided you with an option to finance your System, you must complete and return to us the Finance Terms.
- (c) We may accept or refuse your application to us for finance at our sole discretion.

8. Refunds

Notwithstanding any other provision of this Agreement, where you have paid to us any fees pursuant to a Quote, we will refund such fees where this Agreement terminates:

- (a) due to our failure to deliver our products and services within 4 weeks of the original Target Date, and you choose to terminate the Agreement;
- (b) if we give notice of a price increase as per clause 6(d), and you choose to end the Agreement 3 rather than accept the price increase;
- (c) due to Grid Connection Approval being refused; or
- (d) if any of the equipment specified in our Quote is unattainable and you do not agree to accept equipment of a similar quality to be substituted.

9. Price Increase

- (a) Subject to Clause 9(b), you agree that we can increase the price of:
 - (i) the System or any part of it;
 - (ii) the installation of the System, or;
 - (iii) any other item specified in the Quote,to cover any new or increased cost in selling and installing the System under this Agreement.

- (b) We will only increase prices under Clause 9(a) if;
 - (i) it is reasonable to do so;
 - (ii) we are not prohibited by any law from doing so; and
 - (iii) we give you written notice of the increase at least one week before the target Date set out in our Quote.
- (c) Where we have notified you of an increase in the price of any item specified in our Quote, including the System or the installation of the System, you may terminate this Agreement without penalty.

10. System Installation

In most instances we can install your Solar PV within 4-8 weeks of the Contract date, however this is dependent on a number of factors which include, but are not limited to the following;

- (i) Inclement weather
- (ii) Grid Connection & Approval Processes
- (iii) The volume of customers that sign up with us

If circumstances arise whereby the installation is not completed within 8 weeks of the Contract Date, Solar Service Guys will contact you to arrange and book in a specific date.

IF on the day of installation it is identified that the scope of works required is outside of the items listed in the contract, the installer will advise you immediately. Depending on the circumstances, Solar Service Guys may issue a revised quote for the additional works required, however this will be discussed with you prior to work being completed.

11. Authority to Install

- (a) You authorise Solar Service Guys to:
 - (i) perform any upgrade, renewal or maintenance services on any existing solar services at your Site (as specified in the Quote);
 - (ii) supply and install individual electrical components or a number of components defined as a System at your property;
 - (iii) make an application, if required, to your energy distributor or other parties for the connection of the System to the energy grid, or
 - (iv) attend the Site to assess the status of your electrical switchboard and Solar PV System;
 - (v) provide all repair or rectification services as deemed necessary for the purposes of safety; or
 - (vi) replace components and hardware as agreed.
- (b) You warrant that you own your property and that you have full authority to accept this Agreement. You must ensure that Solar Service Guys has sufficient access to your property at the times it may reasonably require in order to install or remove the System.

- (c) If, during the process of installation, some or all of the System or its components are affixed, attached or secured to land or premises at your property, the goods are deemed not to be a fixture and may be removed by Solar Service Guys at any time in accordance with this Agreement.
- (d) You must sign all documents and take all action Solar Service Guys requires to install the System and to connect or arrange to connect the System to the electricity grid.
- (e) You are responsible for all local government or planning requirements for the installation and operation of the System and you agree that Solar Service Guys are not responsible for any breach of local government or planning regulations or laws.

12. Ownership and Risk

- (a) Ownership of the System and its components on your property passes to you after you have:
 - (i) paid all fees owing as set out in our Quote (and as adjusted in accordance with this Agreement) in full to Solar Service Guys; and
 - (ii) completed any documents, or taken any action, Solar Service Guys requires under this Agreement.
- (b) Risk in respect of the System and its components passes to you when they are installed at your Site.

13. Small-Scale Technology Certificates (STC's)

- (a) Solar Service Guys does not warrant that you will receive any grant, rebate, credit, other benefit or be entitled to create the environmental rights which you request for your Site.
- (b) You authorise Solar Service Guys to sign and apply for STCs' in your name and for Solar Service Guys to trade, onsell or otherwise receive payment for those STC's on your behalf. You must sign all documents and take all action Solar Service Guys requires in order for Solar Service Guys to obtain the benefit of the full amount of the STC Incentive.
- (c) You acknowledge the STC Incentive is based on current prices being offered for STC's on the current market at the time of preparation of your Quote. The STC Invitation on your Quote will apply (after acceptance) to your System unless you delay the installation by more than 30 days from the proposed Target Date, or you request a delayed installation due to pending building works, renovations, or other factors unrelated to Solar Service Guys.
- (d) You acknowledge that if the installation is delayed as per 13(c), the STC price is subject to change between acceptance and final installation.
- (e) You acknowledge that if the price of STCs at the time of installation of your System decreases by 5% or more, then we will:
 - (i) postpone the final installation of your System; and
 - (ii) revise the STC Value and our fees specified in the Quote.
- (f) If you do not agree to our propose fee revision, or to the postponement of the installation of your System, you may terminate this Agreement without penalty by giving 5 days written notice to Solar Service Guys.

- (g) In the event that Solar Service Guys does not receive the benefit of the full amount of the STC Incentive (for whatever reason), you acknowledge that you must pay the amount of the shortfall to Solar Service Guys within 21 days of Solar Service Guys notifying you of that amount.
- (h) You acknowledge that Solar Service Guys has no responsibility if you are required to repay part or all of the STC Incentive to a government authority and hereby release and hold Solar Service Guys harmless in respect of any such liability.
- (i) You must sign any and all forms required to assign the benefit of the STC Incentive to Solar Service Guys.

14. Termination

14.1 Cooling Off

- (a) You acknowledge that Solar Service Guys may, within 10 business days of your acceptance of this Agreement, terminate this Agreement for any reason and without penalty.
- (b) Where Solar Service Guys terminates this Agreement in the circumstances contemplated by clause 14.1(a) you will be entitled to a full refund of any deposit that you have paid to Solar Service Guys.

14.2 General

- (a) Solar Service Guys may terminate this Agreement at any time and without penalty if, at Solar Service Guys' sole discretion, Solar Service Guys determine the installation or services cannot be provided due to factors including but not limited to safety, access, building condition, or product availability.
- (b) Solar Service Guys may terminate this Agreement if you fail to comply with its terms.
- (c) You may elect not to buy the System if it has not been installed at your property within 120 days after the date of acceptance of this Agreement due to a delay within Solar Service Guys's control.
- (d) If you notify Solar Service Guys in writing of your decision to terminate this Agreement pursuant to Clause 14.2(c), any deposit you have paid will be refunded to you within 30 days of receipt of such notification.
- (e) If you cease to own your property before the installation of the System is complete, Solar Service Guys may terminate this Agreement.
- (f) If this Agreement is terminated under 14.2(b) or 14.2(e), prior to the supply or installation of the System or any of its components, you agree to reimburse Solar Service Guys for any expenses reasonably incurred (including but not limited to deposits paid, inspection fees, re-stocking fees for purchased products and administration fees) up to and including the date of termination. You agree this amount may be deducted from any deposit refund and in the event the amount exceeds the deposit you agree to pay Solar Service Guys the balance.
- (g) If this Agreement is terminated under clause 14.2(b) or 14.2(e), after the supply or installation of the System or any of its components;

- (i) Solar Service Guys may remove the System and its components from your property if any amount remains due and payable 15 days after the date of termination; and
 - (ii) the proceeds from any sale of the System and its components (net of the cost of their removal and sale) may be set off against any amount due from you to Solar Service Guys under this Agreement.
- (h) If you sell your property after the supply or installation of the System or any of its components, and there is still money payable by you to Solar Service Guys, then you, prior to disposal, charge your property with, and grant an equitable mortgage in favour of Solar Service Guys, for the due payment to Solar Service Guys of all moneys that are or may become payable to Solar Service Guys arising out of the subject matter of this Agreement.
- (i) Where we have exercised a right under clause 14.2(h), you agree that you will pay to Solar Service Guys on demand all stamp duty and registration fees that are payable or paid on:
 - (i) this Agreement;
 - (ii) any caveat or mortgage under clause 14.2(h) that is lodged for registration; and
 - (iii) any withdrawal of such caveat or release of such mortgage

15. Interest

- (a) If you fail to pay any amount that is due and payable under this Agreement, interest accrues at the rate applicable to judgment debts in the Supreme Court of Queensland on the amount outstanding until paid. An administration fee of \$150 is payable if any amount is outstanding for more than 7 days.
- (b) You agree to pay Solar Service Guys any costs associated with recovery of the unpaid amount (including, but not limited to, legal costs).

16. Warranties

16.1 General

- (a) Solar Service Guys will comply with the *Privacy Act 1988* (Cth).
- (b) Solar Service Guys' products that are provided as either part of a Repair, Alteration or installation of a New System are warranted by their respective manufacturers and distributors (**Third Party Products**). Full details of these warranties are available on request and are provided at the time of installation.
- (c) Third Party Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage that occurs with respect to Third Party Products. You are also entitled to have the Third Party Products repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (d) If you wish to access the benefit of a product warranty in respect of a Third Party Product, we will provide you with reasonable assistance in dealing with the warranty provider for the relevant Third Party Products.

16.2 System Assessments, Repairs and Alterations

- (a) Solar Service Guys warrants that all work undertaken with respect to an existing System, including assessment, Repair, Alteration or maintenance, will be undertaken in a professional and workmanlike manner with due care and skill. Solar Service Guys will ensure that all services provided comply with relevant Australian standards and with all relevant codes of practice, building codes, and legislative requirements in place at the time of being provided.
- (b) Solar Service Guys provide a warranty period of five years in respect of all workmanship undertaken in the Repair or Alteration of a System.
- (c) Third Party Products that are installed as part of a Repair or Alteration are subject to a separate manufacturer's warranty that is not provided by Solar Service Guys (**Product Warranty**) and that does not form part of the five-year workmanship warranty.
- (d) Subject to clause 19(d) Solar Service Guys will repair at its cost any damage to your property that is directly caused in undertaking the assessment of a System, or Repairing or Altering a System, unless such damage was caused or contributed to by a pre-existing condition of the property (including the condition of the roof), its structure or its electrical wiring/systems, provided that you notify Solar Service Guys of that damage within 3 months after completion of the relevant work.

16.3 New Installation

- (a) Solar Service Guys warrants that once the System is installed, the installation will comply with all relevant Australian standards and with all relevant codes of practice, building codes, and legislative requirements in place at the time of installation.
- (b) Solar Service Guys provide a standard retailer's warranty period of (5) five years on the operation and performance of any System installed by Solar Service Guys, including workmanship and products (depending on the nature of the work).
- (c) Subject to clause 19(d) Solar Service Guys will repair at its cost any damage to your property that is directly caused in installing the System, unless such damage was caused or contributed to by a pre-existing condition of the property (including the condition of the roof), its structure or its electrical wiring/systems provided that you notify Solar Service Guys of that damage within 3 months after installation.

17. Repairs, Modifications, or Reinstatements

- (a) You must not engage any person to repair, modify, reinstall or reposition an existing System installed by Solar Service Guys, unless that person is a service technician approved by us in writing.
- (b) Where Solar Service Guys have removed a solar system, we will take all reasonable measures to safely remove, store and reinstate the required system, but we cannot offer any warranty or guarantee for any claims on the quality of the solar modules. You acknowledge that most manufacturers will void a warranty for the removal of a solar array from its first installed position.

18. No Guarantee of Performance

- (a) The performance of the System is subject to a number of variable factors including but not limited to the number of hours of sunlight, cloud cover and weather patterns, the location of the System and the location of surrounding structures and flora.

- (b) Solar Service Guys will use its reasonable endeavours to install the System in a position that is likely to maximise its performance unless requested otherwise by you.
- (c) Solar Service Guys does not guarantee the performance of any System other than as outlined in the quotation and associated documentation and accepts no responsibility if the performance is lower than anticipated. This does not affect or diminish Solar Service Guys's or the manufacturers' warranties in relation to the System and its components.

19. Exclusion of Warranties and Liability

- (a) Solar Service Guys does not make any representations or warranties to you in connection with any System or its installation, except for those warranties set out in this Agreement and those warranties which cannot be excluded from this Agreement.
- (b) To the maximum extent permitted by law, Solar Service Guys' liability for breach of any express or implied condition or warranty is limited to the repair or replacement of the relevant System.
- (c) To the maximum extent permitted by law, Solar Service Guys has no liability to you for breach of this Agreement other than as set out in the preceding paragraph and, in particular, Solar Service Guys has no liability to pay any damages or compensation for breach of the Agreement.
- (d) If damage to property is suffered or incurred by you, or otherwise arises in accordance with clause 16.3(c):
 - (i) the maximum liability of Solar Service Guys in respect of repairing or rectifying such damage is limited to the amount that is three times the monetary value of the relevant contract entered into with you, for performance of the services (**Liability Cap**);
 - (ii) for the avoidance of doubt, the cost of any third-party products that form part of the relevant contract will not be considered when determining the quantum of the Liability Cap; and
 - (iii) where the costs associated with repairing any damage exceed the Liability Cap, then you agree that you are responsible for all such amounts and that Solar Service Guys are not required, unless otherwise agreed, to undertake any work or incur any expense with a view to rectifying or repairing the relevant damage until having first received your required contribution.

20. Privacy and Information & legislation

- (a) You will provide Solar Service Guys with all information it requires from you to apply for STCs. You authorise Solar Service Guys to apply for credit information about you.
- (b) The information collected by Solar Service Guys may include "personal information" within the meaning of the Privacy Act 1988 (Cth).
- (c) Solar Service Guys will collect information from you for the purposes of applying for and registering STCs on your behalf.
- (d) Accordingly, Solar Service Guys may disclose that information to or with:
 - (i) relevant Government authorities;

- (ii) Solar Service Guys's related bodies corporate, agents and contractors (such as installers, suppliers and debt collection agencies;
 - (iii) where relevant, your distributor, where required to fulfil its obligations under this Agreement;
 - (iv) STC trading partners; and
 - (v) for any other purpose you consent to or as authorised by law.
- (e) By accepting this Agreement, you consent to Solar Service Guys collecting, using and disclosing your information as set out in this Agreement.
- (f) You can access the personal information Solar Service Guys holds about you by contacting Solar Service Guys by phone, email or fax. Solar Service Guys's Privacy Policy is available at: <https://solarserviceguys.com.au/privacy-policy>

21. Photograph & Digital Image Release

You give consent for Solar Service Guys, its employees and/or its agents to take photographs and storage digital images of the works performed at the above-mentioned installation address.

These images will become the property of Solar Service Guys and will be used to illustrate examples of design, installation or component use or condition.

You understand and agree that there will be no financial or other remuneration provided for these photographs or images either for the initial or subsequent use and that you will not be liable for any payment or monetary exchange.

Solar Service Guys, or its agents, will be released from any claims or demands arising out of in connection with the use of such images, including but not limited to any claims for defamation or invasion of privacy.

22. Miscellaneous

- (a) This Agreement (including its constituent documents) sets out the entire agreement between you and Solar Service Guys.
- (b) This Agreement is governed by the laws of Queensland
- (c) A reference to Solar Service Guys includes a reference to its employees, servants, agents, installers, contractors and sub-contractors where the context so requires.
- (d) A reference to business days means Monday to Friday excluding public holidays. Any other reference to days means calendar days.
- (e) Headings to clauses are for convenience only and shall not affect the construction of this Agreement.
- (f) Clauses 6(b) and 6(d) shall survive any termination of this Agreement.

23. Definitions

Alteration means a modification to part(s) of an electrical installation. Note repairs are not alterations, as referenced by AS3000:2018 Clause 1.9.3.

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Business Day means a day which is not a Saturday, Sunday or public holiday in the State or Territory in which the Premises are located.

CEC-Accredited Installer means an installer of solar photovoltaic systems accredited in this capacity by the Clean Energy Council under the Clean Energy Council Code of Conduct and Accreditation Terms and Conditions.

CEC System Design Guidelines means the Clean Energy Council System Design Guidelines for Accredited Designers.

Deposit means the amount specified as such in the Quote.

Finance Terms means our "Finance and alternative purchase arrangement information sheet" provided to you.

Full System Design includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations, as set out in Attachment 1.

Grid Connection Approval means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Maintenance Documents means the System maintenance documents listed in Attachment 2 to this agreement.

Premises mean the premises at the address specified in the Quote.

Privacy Act means the *Privacy Act 1988* (Cth).

Quote means the document titled as such which forms part of this agreement and is attached to the Terms and Conditions.

Repair mean the work to restore the electrical installation to a safe working condition after deterioration or damage has occurred, as referenced by AS3000:2018 Clause 1.9.3

Site means the premises or location specified in the Quote at which we will be providing our services.

Site-Specific Performance Estimate means our site-specific estimate of the average daily energy yield of the System for each month, in kWh, as set out in the Full System Design.

STC means a small-scale technology certificate created under the *Renewable Energy (Electricity) Act 2000* (Cth).

STC Incentive means the amount specified as such in the Quote.

System means the solar photovoltaic system and other equipment we are to deliver and install at the Premises under this agreement, as described in the Full System Design.

System Price means the amount specified as such in the Quote.

Target Date means the date specified as such in the Quote for our installation of the System or delivery of our services, subject to any variation notified to you in writing by Solar Service Guys.

Total Price means the amount specified as such in the Quote.

Works means the services that we will undertake as set out in the Quote that is provided to you.