

## - Terms and Conditions of the Contract -

This contract sets out the terms and conditions for the contract between the customer named in the Offer ("you or your") and ("Us") Solar Bright (Port Macquarie) Pty Ltd - The "Offer" referred to in this Contract is: The written offer we provide to you in our quotation.

### 1. Definition and interpretation of terms in this contract

- a. Customer means the person purchasing Goods from Solar Bright ("you or your").
- b. Goods mean any goods, products, services or materials supplied by Solar Bright.
- c. STCs mean any Small-scale Technology Certificates.
- d. Regulations mean the Renewable Energy (Electricity) Act 2000, as amended, supplemented or replaced from time to time together with relevant regulations there under.

### 2. Formation of the Contract: The contract exists between you and Solar Bright Pty Ltd once you execute and return to Solar Bright Pty Ltd the "Sales Contract". Your execution of the sales contract provided by Solar Bright Pty Ltd is evidence of your agreement to be bound by the terms and condition of the Contract.

### 3. In order for Solar Bright Pty Ltd to conduct a site inspection to determine the paramount positioning and layout for the System to maximise the performance and efficiencies of the system at your home, and to ensure a safe work site will be provided for You, our employees and the general public you agree to:

- 3.1. Allow Solar Bright Pty Ltd to access your home including all areas that may be affected by the installation including internal roof space and all areas that parts of the system will be placed and or will be travelled through in order to deliver materials to their designated place of installation.
- 3.2. Acknowledge we will rely on answers provided by you to questions asked by Solar Bright Pty Ltd concerning the nature of your home and your eligibility for point of sale discounts from the purchase price.
- 3.3. Recognise that should we determine that your home may not be suitable to achieve maximum efficiencies from the system and you choose to proceed with the installation of the system, you acknowledge that Solar Bright Pty Ltd will take no responsibility for this.
- 3.4. No responsibility is accepted by us for any unforeseen additional work required including any costs or liability in relation to the replacement, repair or suitability of existing plumbing fittings, flue, piping, floor covering, wiring, roofing or any other household effect.
- 3.5. The pricing given, and specified work is carried out on the basis that the Customer covenants and warrants to us that the existing roofing, plumbing and wiring is in good order and condition and in a good state of repair and in the event that the existing roofing, wiring and plumbing is not in a good order and condition, or in a good state of repair, or not in accordance with the current requirements of gas, electric or water authorities, the Customer acknowledges that we are under no responsibility whatsoever to repair or replace same. If any roof reinforcing is required for a solar water heater system installation, then there will be an extra charge. Solar Bright will not be in any way liable for any damage by or to the product sold or to the property caused by defective, insufficient or out of repair roofing, plumbing or wiring.
4. You agree to purchase and we agree to sell to you, deliver and install at your home the system outlined in the Offer, on and subject to the terms of the contract.
- 4.1. You agree to assign to Solar Bright Pty Ltd your right to receive all Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the system including your right Under the Federal Governments Solar Credits program to create STCs. Should you choose to keep STCs then full price of the system will be required to be paid by you. STCs Value is subject to change.

### 5. Price and Payment:

- 5.1. The total amount payable by You to Solar Bright Pty Ltd the "Purchase Price" for a system including delivery and installation, is the price shown on the detailed tax invoice issued by Solar Bright Pty Ltd to you and is the price before any cash reduction or "point of sale discount" we offer to You based on any Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the system including your right under the Federal Governments Solar Credits program to create STCs which may apply .
- 5.2. The "Payment Amount" is the amount you must pay to Solar Bright Pty Ltd. The "Payment Amount" may incorporate a "point of sale discount" of a cash reduction in the "Purchase Price" on the basis that you will assign to Solar Bright Pty Ltd and We will receive payment for all Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the system including your right under the Federal Governments Solar Credits program to create STCs.
- 5.3. You acknowledge that if for any reason you are not eligible for or that we do not receive in full all Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the system including your right under the Federal Governments Solar Credits program to create STCs that You have assigned to Solar Bright Pty Ltd then you will be required to pay in full the shortfall in value of the "Point of Sale Discount" as detailed on the tax invoice or the difference in full value between the "Purchase Price" and the "Payment Amount" as detailed on the tax invoice.
- 5.4. You agree to pay additional fees separately for the System to be connected to the grid and agree to pay for any work required to your switchboard in order for the system to be connected to the grid inclusive of electricity meter upgrading or additional electricity meters being added to your switchboard to enable metering for gross or net feed in tariffs as supplied by your network provider.
- 5.5. You will pay the balance of the "Payment Amount" to Solar Bright Pty Ltd at the installation day.
- 5.6. Credit card processing fees may apply.

### 6. Authority to Deliver and Install the System:

- 6.1. We will deliver the system to your home at the address as set out in the Contract on the agreed scheduled day.
- 6.2. You agree to be present at your home for the entire duration for each of our visits to your home to carry out all works including:
  - 6.2.1.1. Site inspections, System installation, System commissioning,
  - 6.2.1.2. Electrical works inspections as required under State Legislation.
- 6.3. You authorise Solar Bright Pty Ltd and our employees or authorised personnel to install the selected System as detailed in the Sales Contract at Your home.
- 6.4. We ensure that the system is installed by trained, competent, qualified and licensed personnel.
- 6.5. We will take all reasonable care when installing the system on your home. If any roof tile is damaged when installing the system the qualified installer will replace the damaged tiles in the event that you provide the replacement tiles on the day of installation. Should for any reason you not be able to provide replacement tiles then the qualified installer will take reasonable measures to make good any damage that may occur to the roof as a result of the tiles being damaged and we will not be required to take any further or alternate measures in connection directly or indirectly, with any damaged roof tiles.
- 6.6. You acknowledge that we may need to change the scheduled installation date due to circumstances outside of our control.
- 6.7. Should you choose to be away while system is installed then Solar Bright will install the system under your instructions and will take no responsibility for positioning of the system.
7. Availability and Supply of Goods: You agree that time will not be of the essence for the supply and installation of the System, and any times or periods quoted in the Offer are only estimates and do not form any part of the Contractual obligation.
- 7.1. We shall not be liable to you to make good any damages or losses that may arise as a result of the delay whether directly or indirectly of the supply and installation of the System or components of the System including connection to the electricity grid.
- 7.2. You acknowledge that we retain the right to supply you with alternate components of the System including the panels, inverters, mounting system and consumables than those specified in the Offer. We will supply you with the equivalent quality components of the System in this situation.

### 8. Meter Installation and Electricity Grid Connection:

- 8.1. You allow Solar Bright Pty Ltd to notify your electricity distributor and retailer on your behalf of the installation of the system at your home and you may be required to pay for installing the meter separately to the installer.
- 8.2. You understand that in some cases we are not able to connect your installed System to the Electricity Grid as grid connection of the System is in some areas to be undertaken by your chosen energy network provider or meter installer / technician only. You acknowledge that we are in no way responsible for any delay or associated costs for the completion of this work.
- 8.3. You understand that we take no responsibility in the amount you receive as a result from the installation of the System. You acknowledge it is your responsibility to verify available feed in tariffs including terms and conditions available to you as a result of the connection to the grid and size of the system installed.

### 9. Termination of the Contract:

- 9.1. You or We may terminate the contract if the other party breaches the terms and conditions of the contract.
- 9.2. Should we cancel this contract because we feel you have failed to comply with the terms and conditions of the contract as referred to in clause 9.1 you will pay for any associated costs, including a cancellation fee of \$250. Cancellation fees will apply if the order is cancelled after the cooling off period.
- 9.3. Should you terminate the contract after installation works have commenced, fail to provide access to your home, fail to restrain any animals at your home or fail to make the site of your home safe for our employees to perform their works, you will be liable for all works and materials provided including payment on your behalf of any fees or charges associated with the System installation and meter exchange/ installation by your network provider.
- 9.4. Where any Federal or State Government program that provides you with Grants, Rebates, Energy Trading Certificates and Carbon Credits generated as a result of the installation of the system be significantly altered or cancelled either party may terminate the contract.
- 9.5. Five (5) days cooling off period applies to this contract. The cooling-off period commences when the agreement has been signed by the customer.

### 10. Defects & Warranties

- 10.1. All work and any materials supplied and utilised by Solar Bright Pty Ltd will be designed and suitable for the purpose of which they are used as part of the System installed at your home.
- 10.2. Warranties of components of the system include:

Solar panels: All warranties carried out by the manufacture as per manufactures policies. (5,10,12,25 year warranty)

Inverter: All warranties carried out by the manufacture as per manufactures policies. (5,10 year warranty)

Mounting kits: All warranties carried out by the manufacture as per manufactures policies. (1,5 year warranty)

Hot water systems: All warranties carried out by the manufacture as per manufactures policies. (5-6-10 year warrant)

Skylights & Ventilation: All warranties carried out by the manufacture as per product range warranty policies. (1-5-7-10-15 year warranty)

Installation, labour and workmanship: Carried out by the installer - 12 months warranty.

10.3 For Warranty details, documentations and procedures: Refer to warranty card issued for each product.

10.4 You understand that Solar Bright Pty Ltd is not responsible for loss in any shape or form caused to you by installing any product for you.

10.5 Customer must register the product warranty with solar Bright by completing and returning warranty card to Solar Bright P/L. Warranty applies the original purchaser it is not transferable.

10.5 Solar Bright P/L do not provide any express warranties unless otherwise stated.

11. "Our goods 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

11.1 In the case of a problem with any Goods which is not defined as a „major failure“ under the ACL and which is capable of being remedied, you are not entitled to reject the Goods or to ask for a refund. However, you may ask us to remedy the failure, in which case we may choose to provide a refund, replace the Goods or repair the Goods or pay you the reasonable cost of having the Goods repaired or replaced.

11.2 In the case of a problem with any Goods which is defined as a „major failure“ under the ACL or which is not capable of being remedied, you are entitled to:

- (a) reject the Goods and get a refund; or
- (b) reject the Goods and get an identical replacement or Goods of similar value if reasonably available; or
- (c) keep the Goods and get compensation for the reduction in value of the Goods caused by the problem.

11.3 In the case of a problem with any Services which is not defined as a „major failure“ under the ACL and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

11.4 In the case of a problem with any Services which is defined as a „major failure“ under the ACL or which is not capable of being remedied, you are entitled to:

- (a) cancel the Agreement and get a refund; or
- (b) get compensation for the difference in value of the Services delivered and what was paid for by you.

11.5 You are also entitled to compensation for any reasonably foreseeable loss or damage resulting from:

- (a) a failure by us to provide the Services as required by the Agreement;
- (b) the Goods not being in accordance with the Agreement; and/or
- (c) the Services or Goods failing to meet any consumer guarantee under the ACL.

11.6 We will not be liable to you for any personal injury or any loss or damage of any kind that was not reasonably foreseeable or that could not have been expected to result from the circumstances set out in clauses 11.5(a) to (c).

### 12. No Guarantee of system performance or efficiency:

We warrant that, if and when we install any system at your home we will use our best endeavours to install the system to achieve maximum performance and efficiency of the system components. Solar Bright does not quote the output of the system installed.

13. The risk in the goods passes to you upon the installation of the goods at your property at the address as listed in the contract.

14. Failure to Pay: if you fail to pay the Payment amount that is payable under this contract, we will be entitled to charge interest at the rate of 10%.

15. GST: All Payment amounts have been calculated GST exclusive; unless otherwise stated.

### 16. General

16.1. This Contract is governed by the laws of relevant authorities.

16.2. This Contract contains the entire understanding between both parties, to the extent permitted by law, all implied terms are excluded. No party relies on any representation not set out in this Contract.

16.3. This Contract constitutes the entire agreement between Solar Bright Pty Ltd and you. Any oral representations warranty or promise whatsoever other than those contained in this Contract, made by an employee to you does not form any part of this Contract nor the consideration for or basis of any collateral contract.

16.4. It is your responsibility to determine whether you require any approvals from any Governmental Authority for the installation of the Goods.

#### Customer Checklist

- |     |                                                                                                                                                 |                               |                              |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------|
| 1-  | Does the builder or tradesperson hold a current contractor's licence with the Office of Fair Trading?                                           | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 2-  | Is the licence for the type of work you want done?                                                                                              | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 3-  | Is the name and number on the builder or tradesperson's licence the same as on the contract?                                                    | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 4-  | Is the work to be undertaken in the contract, drawings or specifications?                                                                       | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 5-  | Does the contract clearly state a contract price or state that the contract price not known?                                                    | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 6-  | If the contract price may be varied, is there a warning and an explanation about how it may vary?                                               | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 7-  | Is the value of the contract (including labour and material) \$20000 or more?                                                                   | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 8-  | Is the deposit with the legal limit?                                                                                                            | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 9-  | Do you understand the procedures for variations?                                                                                                | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 10- | Are you aware of who is to obtain any council or other approval for the work?                                                                   | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 11- | Do you understand that the builder or tradesperson must have a policy of home warranty insurance if the value of the work is more than \$12000? | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 12- | Has the builder or tradesperson given you a copy of the NSW Office of Fair Trading, Consumer Building Guide?                                    | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |