

# TERMS & CONDITIONS

“Agreement” means the agreement between Natural Solar (hereafter referred as the “Company” or Natural Solar) and the Customer (hereafter referred to as the Customer or Client) for the installation of a Solar Electricity System, Solar Hot Water System, Battery Storage or combination.

## SYSTEM PERFORMANCE

The Company warrants that:

**A)** The Works will be performed in a proper and workmanlike manner and in accordance with this contract.

All materials supplied by the Company will be good and suitable for the purpose for which they are used and that those materials will be new.

The Works will be done in accordance with State law in which the contract was agreed.

The Works will be done with due diligence and within a reasonable time.

**B)** The Client acknowledges the successful operation of the System is dependent upon the particulars of the information being provided by the Client being true and accurate and in the event that inaccurate information causes the System to default the Client shall indemnify the Company against all liabilities, costs and expenses in respect of claims in relation to loss or damage to tangible property to the extent that such loss or damage is attributable to the load assessments.

**C)** While all care will be taken, the Company will not accept responsibility for equipment supplied by the Client that is used or dealt with in any way that is not usual.

**D)** The Company will not be responsible for loss or damage to any of the Client's property, real or personal, or for any faults or defects in the System due to misuse or damage caused by others, including the Client, or if the System fails to operate due to any or all of the following including but without limitation an event of force majeure, atmospheric electrical discharges, flooding or water damage, the data supplied by the Client was inaccurate or untrue, improper maintenance by the Client, the Client has failed to maintain the Site to ensure that there is no obstruction to the successful operation of the System, unauthorized repairs, modifications or additions by the Client, faulty operation of Client equipment, loading in excess of load assessments, the System fails to operate because of climate conditions beyond that which could be reasonably anticipated having regard to Site location and recorded weather patterns, or any other cause beyond the control of the Company.

**E)** For solar electricity, the performance of a 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 the surrounding structures and flora. Except to the extent required by law, we do not guarantee the performance of, and will accept no responsibility in the event that the performance of any solar electricity System is lower than anticipated.

## CONTRACT PRICE

The price in the contract is your out of pocket expense after any solar STCs rebate deduction you may be entitled to. You must pay the amount in full. You agree to assign the STCs to the Company and sign any document required for the company to claim the assigned STCs. Failure to sign applicable documents to assign the STC to the Company on the day of installation will see your out of pocket expense due to Natural Solar increase by the applicable STC figure as quoted in your sales contract. Whilst the price of the solar STCs can vary according to market conditions, once the quote is accepted, Natural Solar will not pass on any variations in solar STC price to the Customer. Solar systems under the Small-scale Renewable Energy Scheme may be eligible for Small Technology Certificates (STC's) as part of Australia's Federal renewable energy target.

## GUARANTEES

The Company shall be responsible for any faulty installation workmanship appearing within 7 years from the date of installation if the system is paid in full.

## WARRANTIES

All manufacturer's warranties apply to the components installed by the Company and/or its Accredited Contractors. Product warranty details vary and are supplied to customers post installation. Warranties are registered after the system supplied has been paid in full.

All battery products sold and supplied by Natural Solar are warranted by the manufacturer. Natural Solar cannot be held liable or responsible for reduced performance, lifespan, operation, etc, outside of the given warranty period. A battery warranty may vary by manufacturer and information on such time periods will be outlined in your handover paperwork.

Warranty not voided if customer engages services of an appropriately skilled and trained technician and certificate of electrical compliance is provided upon request to the Company. In accordance with Australian Consumer Law warranties only to be voided to the extent of works done by an unqualified or unskilled technician. Warranty is for 5 years for the whole PV system and Solar Battery (workmanship and products) from Natural Solar. A total warranty period of 12 months is applicable for roof leaks as a direct result of solar panel installation.

In the event the system is impacted by bush fires, hail, flooding or other natural disaster or act of god, the applicable warranties are voided.

## TESTING & MONITORING

The Accredited Installer/s shall test and commission the System after installation to ensure that it is operational. Where your System has the technical capability for us to access it remotely, you authorize us to remotely access your System in order to collect data in connection with your use of the System and use it for our business purposes, monitor performance of the System, provide remote diagnostic support, provide alerts to you, upgrade software in the System and provide other services from time to time.

## DELAY OF WORKS

Should the progress of the Works be delayed for any of the following causes; by an authorised variation to the Contract; by an act of force majeure; then the Company shall be entitled to take a fair and reasonable extra time to allow completion of the works, provided that the Company notifies the Client of this extension.

## DELIVERY OF EQUIPMENT

The Company will be responsible for all goods delivered to the client until such time as the goods reach the Site and are accepted by the Client i.e by signature. After acceptance by the

Client, the Client shall be responsible for all goods delivered by the Company and/or its contractors.

## VARIATIONS TO THE CONTRACT

**A)** Any variations requested by the Client after the Contract Date must be made in writing to the Company and signed by both parties.

**B)** The Company may decline to execute any variation.

**C)** The cost of any additional work agreed shall be added to the Contract Sum and shall be paid on or before the completion of such work.

**D)** Please note the location of your battery may need to be changed in order to meet the new Battery Standards. If your property does not meet the relevant Battery Standards, we will be providing a quote for appropriate works to ensure its compliant.

## DELIVERY AND TITLE

**A)** Ownership of the Solar System will remain with the Company until such time as the System that is the subject of this contract and all other plant and equipment agreed to be supplied by the Company to the Client and all debts owing by the Client for the System or arising from the provision of services by the Company to the Client have been paid in full.

**B)** The proof for passing of ownership of the System is the completion and Execution by the Client and the Accredited Installer of the Installer Acknowledgement Declaration and Client Acknowledgement Declaration.

**C)** The delivery date in the Order Form is an estimate. The Company will use its best endeavors to maintain the estimated date of delivery.

**D)** Natural Solar takes all reasonable steps to ensure that the installation date we provide to you is fulfilled. However, there may be circumstances where, for reasons beyond our control - such as the weather, or for operational reasons, that we may change the time of the install at short or very short notice. Should we need to reassign an installation, we will contact you as soon as we are aware of the change and offer an alternative, mutually agreeable appointment date and time. Natural Solar cannot be held liable for any compensation, money off, or negotiation for discounts of any type as a result of such actions.

## AMENDMENT TO ORDER

If following design there is a variation in costs of greater than 5% of the original quoted price, then the Customer may at its discretion cancel or terminate the contract. Unless agreed in writing or as part of the sales contract (ie the Customer has ordered a site inspection and accepted to pay for this) a full refund will be provided.

## INSTALLATION DELAYS

In the event that the installation does not occur within 16 weeks (excluding unforeseen product delay) and for reasons reasonably within the control of the company and following;

**A)** Requested documentation being supplied to facilitate design and approvals, and design signed off by the Customer; or

**B)** In the case of a new build, the client notifying the Company that it is ready for installation.

Failing a mutually agreed extension and revised timeframe, then the Company shall offer the Customer a full refund.

## CANCELLATION OF ORDER

The customer will receive a full refund on the following circumstances.

**A)** The final solar system design is significantly different to that quoted at the point of contract and is not signed by the customer.

**B)** The site-specific full solar system design and performance estimate is not provided as a deliverable of the contract

**C)** The site-specific full solar system design is not provided prior to the expiry of any cooling-off period

**D)** The customer does not consent to this information upon receiving it

**E)** Natural Solar does not obtain grid connection approval prior to installation-

**F)** The customer does not receive approval from the distributor to connect a system.

**G)** Extra chargeable works arises which was not specified in the initial contract and the customer does not consent to these additional charges.

Other than as detailed above, No Order may be cancelled modified or deferred without the prior written consent of the Company (which is at the company's sole discretion) and if such consent is given, it is, at the company's election subject to the company being reimbursed all losses including loss of profits and paid a cancellation and a restocking fee (being not less than 20% of the total value of the order). The minimum cancellation fee applicable for cancellations after 10 business days is \$550. No Refund will be applicable for cancellation requests received after the installation has been scheduled.

In the event the final solar system design is significantly different to that quoted at the point of contract and a mutually agreeable outcome is not reached, the customer will have the option to not proceed and receive a refund.

#### **LIABILITY OF THE COMPANY**

Except those required by the Trade Practices Act or any other Act, all implied conditions and warranties are hereby excluded. Subject to those warranties and conditions necessarily implied under the Trade Practices Act., the clients sole and exclusive remedy for any damage, with a direct, indirect, special, consequential or contingent shall at the Company's option, is limited to the following:

- A) In the case of goods, the replacement of goods or supply of equivalent goods, the repair of goods or the payment of the cost of replacing or repairing equivalent goods.
- B) In the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

#### **TERMS OF PAYMENT**

Payment must be made in full to the Company or Installer, without deduction or discount other than stated in the order or contract. Before the completion of installation of the Solar System. Fees and charges may apply for late payments. The customer agrees to pay a down payment prior to commencement of work in accordance with the payment schedule outlined in the contract

#### **CONNECTIVITY OF SYSTEM TO A COMMUNICATIONS NETWORK**

For the purposes of diagnostics and system updates it is a requirement to connect your system to an available communications network, such as the NBN, via an ethernet cable. It is the customers responsibility to ensure that this communications channel is always available. The Company is not liable for communications issues related with internet connectivity.

#### **METER CONNECTION TO THE GRID**

The Metering process is outside of Natural Solar control and The Company is not liable for it. Natural Solar will submit the required paperwork to the relevant Authority in charge of Grid Connection only after the System installed has been paid in full in accordance with the terms of the contract. Other electrical work required to comply with current regulations (i.e. meter box upgrades) will be at the cost of the customer, unless included as additional work in the contract. The customer acknowledges that their electricity contract/tariff may change following installation of the solar and/or battery. It is the Customer's responsibility to contact their electricity retailer to ascertain what changes if any will be applicable.

#### **GOODS AND SERVICES TAX**

Goods and Services Tax will be included in the contract price.

#### **CEC Code of Conduct**

Natural Solar is a signatory of the Clean Energy Council's Code of Conduct. In the interest of industry best practice, Natural Solar has made a commitment where applicable to uphold the CEC Code of Conduct.

#### **CATALOGUES**

Particulars in leaflets, catalogues, drawings, brochures and other printed material are illustrations only and form no part of the contract between the Company and the customer and are not binding on the company.

#### **FORCE MAJEURE**

The company will not be liable for any breach of contract due to any matter or thing beyond the company's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of god, strikes, lockouts, work stoppages, wars, riots or civil commotion, intervention of public authority, explosion, or accident, stock supply issues).

#### **WAIVER OR BREACH**

No failure by the Company to insist on the strict performance of any of the terms in these terms is a waiver of any right or remedy which the company may have and is not a waiver of any subsequent breach or default by the customer.

#### **SEVERABILITY**

If any provision contained in these terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

#### **CONTRACT/GOVERNING LAW**

The contract between the parties must be construed and performed in accordance with the laws of the state or territory which the premises are located. Any cause of action is deemed to have arisen at the premises and is subject to the non-exclusive jurisdiction of the courts having jurisdiction there.

