



TERMS AND CONDITIONS FOR THE SUPPLY OF AN ENERGY SYSTEM

1. Definitions

- 1.1. *Agreement has the meaning given to clause 2.1.*
- 1.2. *Australian Consumer Law or ACL means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010.*
- 1.3. *Customer or you means the individual or organisation entering into this Agreement with SolarHub / Snowy Regional Solar.*
- 1.4. *Battery Storage System means any system installed by SolarHub / Snowy Regional Solar that has the capacity to store electricity.*
- 1.5. *Cooling Off Period has the meaning given to clause 2.4.*
- 1.6. *Deposit means the amount specified in the Quotation.*
- 1.7. *Goods means any or all of the products supplied by us or on our behalf.*
- 1.8. *Energy System means the Goods and Services specified in the Quotation which may include solar photovoltaic systems, battery systems, air conditioners, hot water systems, electrical vehicle chargers and/or induction cooktops*
- 1.9. *Point-of-Sale Discount means any amount specified in the Quotation that represents a Rebate, Grant or Incentive offered through a State or Federal Government program.*
- 1.10. *Purchase Price has the meaning given to clause 3.1.*
- 1.11. *PV System means a solar photovoltaic system supplied and installed by SolarHub / Snowy Regional Solar*
- 1.12. *Quotation means the quote for the Energy System provided by us, which incorporates by reference these Terms and Conditions.*
- 1.13. *Services means any or all of the installation services conducted by us or on our behalf.*
- 1.14. *SolarHub / Snowy Regional Solar, We or Us means Smart Renewables Pty Ltd (ACN 168*

981 780) trading as SolarHub / Snowy Regional Solar or any of our representatives, officers, employees, subcontractors or related entities.

- 1.15. *Terms and Conditions refers to the terms and conditions set out below, and those incorporated by reference, which apply to each Agreement for the supply of Goods and Services to you.*
- 1.16. *Total System Price means the total price before any Rebates, Grants or Incentives are deducted.*
- 1.17. *Website means the SolarHub / Snowy Regional Solar website located at www.solarhub.net.au / www.snowyregionalsolar.com.au.*

2. Agreement

- 2.1. This Agreement comprises the Quotation and Terms and Conditions for the supply of an Energy System.
- 2.2. This Agreement is the entire agreement between the parties and supersedes any prior understanding, arrangement, or agreement.
- 2.3. An amendment or variation of this Agreement must be affected in writing and signed by the parties.
- 2.4. You have a right to cancel this Agreement without reason by notifying us within 10 business days from the date of this Agreement.
- 2.5. SolarHub agrees to comply with the New Energy Tech Consumer Code of Conduct in the provision of Goods and Services under this Agreement.

3. Purchase Price

- 3.1. The Purchase Price for the Energy System is the price set out in the Quotation and unless otherwise stated is inclusive of GST.



- 3.2. The Purchase Price is dependent upon an inspection by us of your Premises, which may occur on or before the scheduled installation date.

4. Payment

- 4.1. Unless you are financing the system through one of SolarHub's approved finance partners, you are required to pay the Purchase Price as follows:
- a) 10% of the Purchase Price as a Deposit on the day you commit to purchase; and
 - b) 40% of the Purchase Price when we order the materials; and
 - c) 50% of the Purchase Price following the installation of the Energy System (noting that this may be before the system is switched-on).
- 4.2. If you fail to pay the Purchase Price when due, you acknowledge and agree that we may (without prejudice to any other rights or remedies that we may have):
- a) charge interest on the overdue amount at a rate of 20% per annum which will be calculated on a day-by-day basis from the date the amount was due until the date the overdue amount is paid in full
 - b) lodge a default on your credit history file;
 - c) engage a debt collection agency to pursue the outstanding debt on our behalf, as well as any other costs, expenses or losses incurred by us as a result of your failure to pay (including the costs of the debt collection agency); and/or
 - d) commence legal proceedings in order to recover any debt owed by you and our fees and expenses in bringing legal proceedings against you, including administration and legal fees on a solicitor/client basis.

5. Electricity Contracts and Feed-in Tariffs

- 5.1. Where an Energy System is installed, the Customer's electricity contract or tariff may change. Where SolarHub provides any advice or information on feed in tariffs or electricity contracts, this information is based on our understanding of your current situation and is based on current information that has been provided to us by electricity retailers and State or Territory governments.
- 5.2. Customers are advised to check with their individual electricity retailer to determine any changes in rates or tariffs. SolarHub accepts no liability for changes to Customer tariffs, rates or billing after installation of an Energy System which differ from any information provided by SolarHub.

6. Government Rebates, Grants, and Incentives

- 6.1. Where the Customer is entitled to receive a Government Rebate, Grant or Incentive, the Customer agrees to assign the value earned through that Rebate, Grant or Incentive to SolarHub in order for SolarHub to provide its value as a Point-of-Sale Discount.
- 6.2. The Customer agrees to sign all documentation necessary for SolarHub to claim the Grant, Rebate, or Incentive.
- 6.3. In the event the Customer does not effectively assign to SolarHub the Grant, Rebate or Incentive to the value of the Point-of-Sale Discount, the Customer shall pay the Total System Price.
- 6.4. If a Government Rebate, Grant, or Incentive becomes unavailable, is cancelled, or is otherwise not applicable for reasons outside our control (such as changes to program eligibility or funding), SolarHub will notify the Customer as soon as possible. The Customer may then choose to either:



- a) proceed with the installation at the full Total System Price; or
- b) cancel the Agreement without any cancellation fee or financial penalty.

7. Installation

- 7.1. SolarHub will ensure the Energy System is installed and commissioned by competent, licensed and insured installers and in accordance with the applicable Australian Standards, and government regulations.
- 7.2. SolarHub will take reasonable care to ensure the system is installed within 3 months of the date of this Agreement.
- 7.3. The Customer shall ensure all employees and representatives of SolarHub including any sub-contractors of SolarHub have clear and free access to the work site at all times in order for them to undertake the installation of the Energy System.
- 7.4. In the event a PV System is being installed, the Customer shall provide replacement roof tiles on the day of installation. If there are no replacement tiles available at the premises, the Customer is to advise SolarHub prior to installation. SolarHub will take all due care not to cause any damage, and will replace cracked tiles with supplied replacements, or use silicon to repair the tile until a replacement tile can be sourced by the Customer. SolarHub will return at a convenient time to both parties to replace the repaired tiles.
- 7.5. The Customer must be onsite during the entirety of the installation, and at the time of commissioning of the system unless otherwise agreed beforehand. Bookings will be confirmed with the Customer via telephone and/or email and it is assumed that dates booked are confirmed and final. No compensation, discounts, or remunerations will be paid to the Customer for hours lost

due to being required to be present during the installation. If Customers are not present at the arranged time, and a return visit is needed, a standard call out fee will be charged to complete the work.

- 7.6. Following the installation of the Energy System, your electricity retailer may elect to change your electricity meter and there may be costs associated with this changeover that will not be borne by SolarHub. You should contact your retailer to discuss this before your installation.

8. Cancellation

- 8.1. This Agreement may be cancelled by either party in the event the other party materially breaches the terms of the Agreement.
- 8.2. A full refund will be provided in the event the:
 - a) the Customer cancels the Agreement within the Cooling Off Period; or
 - b) the Quotation was sent after the Cooling Off Period and the Customer does not consent to the information upon receiving it; or
 - c) the final system design, including the performance estimate, is significantly different to the Quotation and is not acceptable to the Customer; or
 - d) any variations to the system design following the date of this Agreement are not acceptable to the Customer; or
 - e) extra chargeable work arises, which is not specified in this contract, and the additional costs are not able to be borne by SolarHub and the Customer does not consent to these additional costs; or
 - f) the estimated delivery timeframe contained in clause 7.2 is not honoured and the Customer does not consent to a revised timeframe; or



- g) approval (if required) is not granted by the network provider to connect the Energy System to the network; or
- h) conditions at the Premises mean SolarHub cannot perform the Services safely, or we cannot perform them for the Purchase Price; or
- i) factors outside of SolarHub's control such as supply chain delays, material shortages or other supply constraints mean SolarHub can no longer supply and install the Energy System for the purchase price and the Customer doesn't agree to a revised price.

- 8.3. A \$250 cancellation fee will be due and payable to SolarHub if the Customer cancels the Agreement prior to the scheduled installation date and outside the Cooling Off Period without citing a valid reason under clause 8.2.
- 8.4. SolarHub may cancel this Agreement and at our absolute discretion charge a \$500 cancellation fee in the event the Customer or their authorised representative is not at the premises on the scheduled installation date unless otherwise agreed.

9. Title

- 9.1. Title to the PV System will not pass to the Customer until all payments due under this Agreement have been paid.

10. Risk and Insurance

- 10.1. The Energy System is entirely at the risk of the Customer from date of installation, even though title has not passed to the Customer at that time.
- 10.2. The Customer must, at its own expense, maintain the Energy System and insure it for the benefit of SolarHub against theft, damage or breakdown from installation and until title has passed to the Customer.

11. Warranty

- 11.1. Goods supplied by SolarHub come with guarantees that cannot be excluded under Australian Consumer Law and include any warranties included with the Goods from the manufacturer. Any guarantees or warranties provided by a third party will be set out in the documentation included with the Goods.
- 11.2. In the event a PV System or Battery Storage System is being installed, SolarHub will provide a whole of system warranty period of 10 years, on the workmanship, operation, performance, and components of the PV system and/or Battery Storage system. For all other Energy Systems SolarHub's whole of system warranty will be in line with the duration and terms of the manufacturer's warranty.
- 11.3. On discovery of any defect in the Energy System, the Customer must immediately notify SolarHub in writing of such defect. The Customer must not carry out any remedial work without first obtaining the written consent of SolarHub to do so.
- 11.4. SolarHub will assist the Customer to make a manufacturer's warranty claim at no expense to the customer during the warranty period. If the claim is made outside the warranty period and the parts are not found to be faulty, a call out fee of \$220 may be charged in addition to a \$110 per hour service charge.
- 11.5. SolarHub's warranty exists over and above the consumer's rights under consumer guarantees in Australian Consumer Law.

12. Limited Liability

- 12.1. If any statutory provisions under Australian Consumer Law (ACL) or any other statute apply to this Agreement then, to the extent permissible, SolarHub's liability is limited to:
 - a) replacement or repair of the Energy System or the supply of an equivalent Energy System; or



- b) payment of the cost of replacing or repairing the Energy System or of acquiring and equivalent Energy System; or
- c) in the event of a 'major failure' under the ACL providing a full refund; and
- d) in all cases, SolarHub will not be liable for any personal injury or consequential loss or damage that was not reasonably foreseeable.

13. Waiver of Breach

- 13.1. No failure by SolarHub to insist on strict performance of any of these Terms is a waiver of any right or remedy which SolarHub may have, and is not a waiver of any subsequent breach or default by the Customer.

14. Governing Law

- 14.1. These Terms and the Contract shall be governed by the law of the Australian Capital Territory and the parties submit to the jurisdiction courts of the Australian Capital Territory in respect of any dispute arising.