

DEFINITIONS

Access - has the meaning set out in Clause 4
BCSE – Business Council for Sustainable Energy.
Commencement Date - the date this Agreement is signed
Confirmed Price – the agreed sum to secure the application.
Customer – the person or entity signing this agreement
Deposit – agreed sum to secure the application
EMS - means the Energy Management System.
Final Payment – the final payment due on completion of the installation process.
Finance Approval - approval by financier to the Customer for the sum to cover the installation of the Solar System.
Financier - the party providing the finance to the Customer to cover the cost of the installation.
Installer – the contractor installing the Solar System as engaged by SM.
Installation Date - the date scheduled for the installation as advised pursuant to Clause 4.1
Installation Address – the address of the Customers property where the Solar System is to be installed.

Network Connect Generation Form - the form required to connect the Solar System to the energy grid.
The Wyer Company Pty Ltd TA SmartConsult ABN 71 059 748 195 or "SM" PO Box 1126 Hope Island, QLD 4212.
CEC Installer – an accredited Solar Installer with the Clean Energy Council with the appropriate State Electrical license's.
Site Audit – an audit carried out by SM and its CEC Installer at the Installation Address to assess your property for the proposed Solar System Installation.
Solar System - means the standard installation Solar System for base agreed price.
STC – means Small Technology Certificate.
"You" or "Your" means the Customer

TERMS AND CONDITIONS

1. SITE AUDIT

1.1 In remote locations photos may be deemed acceptable in lieu of a physical Site Audit.
1.2 If at the Site Audit SM recommends the Installation Address is not suitable for the PV Solar System then this Agreement will thereupon be at an end and your full deposit will be refunded.

1.3 SM reserves the right to retain up to 20% of the contracted price to cover costs of services to date if an application is withdrawn by The Customer after signing of the Agreement and the site deemed suitable for solar installation, after the cooling off period of 7 days.

2. INSTALLATION: SM Obligations

2.1 SM will give The Customer notice of the proposed Installation Date. SM will aim to complete installation within three months of grid approval.
2.2 On the Installation Date, SM will cause the CEC Installer to supply and install the Solar System as ordered by The Customer in a good and workmanlike manner, and shall ensure the proper operation of the system.
2.3 Any customer leasing the premises will ensure permission is granted from the owner of the building for the Solar to be installed.

3. FINALISATION

3.1 Upon completion of installation of the solar system panels, the Customer agrees to pay SM the final payment on the day of installation.
3.2 SM will thereupon submit the STC forms for final processing by a STC trading entity chosen by SM and the proceeds from the STC will be paid direct to SM.

4. AUTHORITY TO ACCESS INSTALLATION ADDRESS

4.1 The Customer warrants that the Customer are the property owner and/or occupier at the Installation Address ("the Property").
4.2 The Customer authorise SM (its contractors, employees, servants or agents and C E C Installer) to have access to the Property at times it reasonably requires. This access may include, but is not limited to, site inspections, the signing of required documentation, the delivery and installation of the Solar System, and connection to the electricity grid.
4.3 The Customer will co-operate as fully as possible to enable site inspections and the installation to proceed at the earliest possible time convenient to The Customer.

5. LIABILITY AND RISK

5.1 The Customer acknowledges that SM will use its best endeavors to have the installation completed, as stated in section 2.1. You acknowledge however that the delivery times made known to The Customer are estimates only and SM shall not be liable for late delivery and under no circumstances shall SM be liable for any loss, damage or delay occasioned to The Customer arising from late installation of the Solar System.
5.2 The insurance risk of the Solar System passes to The Customer upon installation at the Installation Address and ownership upon payment by The Customer of the Final Payment.

5.3 The Customers acknowledge that SM gives no warranty as to

- (a) the Customer entitlements to STC's or
- (b) any particular level of performance of the Solar System which is subject to numerous external factors including roof orientation and pitch, number of hours of direct sunlight, cloud cover and shading from buildings and trees.

5.4 SM ' liability for goods manufactured by it is limited to making good any defects by repairing the same or at SM ' option by replacement, within a period not exceeding one year after the goods have been dispatched provided that:-

- (a) defects have arisen solely from faulty materials or workmanship;
- (b) the goods have not received maltreatment, inattention or interference;
- (c) accessories of any kind used by The Customer are manufactured by or approved by SM ;
- (d) the seals of any kind on the goods remain unbroken; and
- (e) the defective parts are promptly returned free of cost to SM .

5.5 If goods are not manufactured by SM the warranty of the manufacturer thereof shall be accepted by The Customer and is the only warranty given to The Customer in respect of goods. A copy of such warranties will be delivered up to the Customer on installation. SM does warrant to the Customer its installation workmanship for the Solar System for a period of 1 year from the Installation Date.

5.6a SM shall not be liable for, and The Customer release SM from any claims in respect of faulty or defective design and the responsibility for any claim has been specifically accepted by SM in writing and in any event SM ' liability hereunder shall be strictly limited to the replacement of defective parts in accordance with paragraph 5.8 of these conditions.

5.6b SM shall not be liable for, and The Customer release SM from any claims in respect of loss or damage resulting from incidents involving Foil Insulation installed and inspected by others.

5.7 Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability, or fitness of the goods and or services for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and SM shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply layout, assembly, installation or operation of the goods and services or arising out of SM ' negligence or in any way whatsoever.

5.8 SM ' liability for a breach of a condition or warranty implied by the competition and consumer act 2010 is hereby limited to:

- (a) in the case of goods, any one or more of the following:-
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services:-
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

5.9 SM ' liability under the competition and consumer act 2010 is expressly limited to a liability to pay to The Customer an amount equal to:-

- (a) the cost of replacing the goods;
- (b) the cost of obtaining equivalent goods; or
- (c) the cost of having the goods repaired, whichever is the lowest amount.

6. TERMINATION

6.1 For the purpose of this clause, the following are "Termination Events":-

- (a) the breach or threatened breach by either party of any of its material obligations under this agreement;
- (b) the appointment of any type of insolvency administrator in respect of the property or affairs of either party;
- (c) the entry or proposed entry by either party into any scheme, composition or arrangement with any of its creditors;

6.2 In the event that a Termination Event occurs or is likely to occur the affected party shall give to the other party notice of the happening of that event and require the breach to be remedied or a written undertaking to be given that the breach will not occur as the case may be. If the breach is not remedied or the undertaking not given (as the case may be) within seven (7) days of such notice, this agreement may be immediately terminated at the option of the affected party. Without limiting the operation of this sub-clause, the affected party may agree to waive its rights under this clause if satisfied that the happening of the Termination Event has not in any way prejudiced its position under this agreement;

6.3 Any termination of this agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this agreement which is expressly or by implication intended to continue in force after such termination.

7. PRIVACY POLICY

The Customer agree to provide SM with whatever personal information is required to complete its obligations hereunder on your behalf, in particular for the accurate completion of documentation for the network connection to the electricity grid and Your STC's.

7.2 SM will provide Your Information to its contractors, employees and CEC Installers only so far as to effectively perform their role.

7.3 SM will provide Your Information on your behalf to the relevant bodies for connecting your Solar System to the grid, processing of your STC's and, if asked, your electricity retailer.

7.4 The Customer may access the personal information we have collected from The Customer with a request in writing.

7.5 Unless otherwise agreed with The Customer, SM will not provide Your personal information to any third parties other than those mentioned above.

7.6 SM will not sell your personal information in any circumstances whatsoever.

8. ENTIRE AGREEMENT

This agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the Solar System. No addition to or modification of any provision of this agreement shall be binding upon the parties unless made by written instrument signed by a duly authorised representative of the party.

9. NOTICES

All notices which are required to be given under this agreement shall be in writing and shall be sent to the address of the recipient set out herein or such other address as the recipient may designate by notice given in accordance with this clause. Any notice may be delivered by hand or by pre-paid letter or facsimile or email. Any such notice shall be deemed to have been served when delivered (if delivered by hand) or 48 hours after posting (except by pre-paid letter) or when dispatch (if delivery by telex) or on transmission by the sender (if sent by facsimile).

10. ASSIGNMENT

The Customer shall not assign, whether in whole or part, the benefit of this agreement or any rights or obligations hereunder, without the prior written consent of SM, SM may assign the benefit and obligations hereunder without consent upon notice in writing to the Customer.

11. LAW

This agreement shall be governed by and construed in accordance with the laws for the time being in force in Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of each State.

12. WAIVER

No forbearance, delay or indulgence by a party in enforcing the provisions of this agreement shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

13. SEVERABILITY

Should any part of this agreement be or become invalid, that party shall be severed from this agreement. Such invalidity shall not affect the validity of the remaining provisions of the agreement.

14. GST

All prices quoted in this Agreement are inclusive of the goods and services Tax imposed under "A New Tax System" (Goods & Services Tax) Act 1999 as amended.

15. If payment is not collected by the date due, interest will accrue & any fees & charges incurred to recover the debt will be billed back to the customer.

16. SM liability for damages is always & only to the extent of the price of the installation.

17. If the Customer provides a finance application then the Customer must provide all necessary documentation and requested details, correctly completed, signed and witnessed within 21 days of contract signing or a \$500 fee will be charged. By going ahead with your purchase of SM ' Goods, the Customer agree that property in the Goods shall not pass from SM to the Customer until:

- i) The Customer has paid all amounts owing for the particular Goods and all other amounts owing to SM ; and,
- ii) The Customer has met all other obligations due by the Customer to SM in respect of all contracts between SM and the Customer, and that Goods, or proceeds of the sale of the Goods, shall be kept separate until SM shall have received payment and all other obligations by the Customer to SM are met. Further, the Customer agrees that:

i) The Customer shall not deal with the money of SM in any way, which may be adverse to SM .

ii) Until such time as ownership of the Goods shall pass from SM in respect to the Customer SM may give notice in writing to the Customer to return the Goods or any of them to SM . Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.

iii) The Customer fail to return the Goods to SM then SM or SM ' agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

iv) Receipt by SM of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then, SM ' ownership of rights in respect of the Goods shall continue.

v) The Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of SM .

vi) SM may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to SM arising out of SM ' terms and conditions, and SM may take any lawful steps to require payment of the amounts due and the Price.

vii) SM can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer

PLEASE NOTE - Any estimated savings detailed in this quote or any other documentation the Customer has received from us are indicative only and are not guaranteed. Each site requires its own assessment and will be different to any examples shown. If the Customer choose to finance your system using a financing solution the monthly repayment will depend on the rental funding solution the Customer chose. Any rental funding solution will be a separate agreement between the Customer and the financier. Any amount payable by the Customer to the financier will be payable for the term of the rental funding solution regardless of whether any savings are achieved, or any scheme subsidies, discounts or rebates continue to apply.