

THE ENERGY EXPERTS PTY LTD STANDARD TERMS & CONDITIONS



1) DEFINITIONS

TEE, us, we – Sustaine Electrical & Solar (NSW) Pty Ltd trading as The Energy Experts

You – the customer signing the contract

STC – Small Scale Technology Certificates or government incentive

The Equipment – components used to install your system, such as panels, inverter, optimisers, battery, rail, etc.

Solicited sale – where you approach us seeking a quote.

Unsolicited sale – where we approach you via door knocking or a cold call.

2) QUOTATION AND FORMATION OF AGREEMENT - We will provide you with a quotation for the Equipment to be supplied ("Quotation") and for the Installation Services to be performed.

TEE will arrange the ordering, delivery, and installation on your behalf for all solar components which meet all relevant Australian and international standards.

3) Our Quotation should not be construed as an unconditional offer and we reserve the right to withdraw the Quotation at any time. The Agreement is formed between you and TEE once we receive the part payment deposit and you have signed the documentation or sent us written confirmation that you would like to proceed. Your deposit is proof of your Agreement to be bound by these Terms and Conditions.

4) CANCELLATIONS, REFUNDS AND VARIATIONS - We may cancel the agreement at any time if you fail to comply with our terms and conditions. You will have to pay any reasonable costs associated with delivery or partial installation of goods, if relevant.

Generally, our sales are solicited in nature so once you sign the contract and pay a deposit, the deposit is non-refundable and will be retained by us in the event of a change of mind or cancellation.

Where the sale has been of an unsolicited nature, the contract is subject to a 10-business day cooling-off period. You must provide us with written notice requesting a refund within 10 days of signing the contract. If you terminate this agreement after the 10-business day cooling-off period, cancellation charges will be applied to cover actual costs incurred by us.

TEE will ensure the relevant network authority permits/ grid connections are completed and submitted prior to installation. In the unlikely event your application is rejected or not approved, you are entitled to the full refund on request of all money paid.

If the original estimated delivery time-frame for installation completion is not honoured for reasons within TEE's control and you do not consent to a revised installation time-frame, then you can cancel or terminate the contract at your discretion and be refunded the deposit.

Material items will not be substituted without prior agreement from the customer.

TEE will seek your approval prior to any significant alterations or changes to the design of your solar PV system, which would significantly decrease the estimated performance. If you do not consent to the revised design and/or it does not offer comparable performance to the original design, you are entitled to a refund if there are no other alternative/suitable options available.

Once the consumer has signed the contract, any variations to system design (e.g. panel placement) will be documented and signed-off by the consumer prior to installation.

We will provide a full refund to consumer on request when extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by the company and the consumer does not consent to these additional items.

We will provide a full refund to consumers if requested when the site-specific full system design and performance estimate is provided as a deliverable of the contract and:

- This information is not provided before the expiry of any cooling-off period and,
- The consumer does not consent to this information upon receiving it.

5) INSTALLATION AND DELIVERY – Once the contract and deposit are received from you, we will get the required grid applications approved and order your Equipment. We will then schedule the commencement of the Installation Services. While we will endeavour to comply with your requirements in terms of timing and/or your building schedule, we cannot accept any responsibility for delays which are out of our control regarding commencement and/or completion and/or commissioning of the Equipment. eg. wet weather /extreme wind.

We will proceed with the Installation Services as soon as practical (typically 4-6 weeks from the date we receive confirmation that you would like to proceed and your deposit).

We will arrange the installation on your behalf through suitably qualified, competent solar designer/installers and fully licensed electricians, and insured tradespeople who will perform all installation work in a professional manner in accordance with the relevant Australian Standards.

Standard Installation, testing and commissioning will be performed by installers in accordance with AS4777 and AS/NZS3100.7.6 Testing and commissioning documentation will be provided in accordance with AS4777 and AS4509. 7.7

You grant us permission to enter your premises and ensure reasonable access to the site.

Your system must remain switched off until your energy provider has upgraded your meter to a net/solar meter.

You must notify us or your installation team of any aesthetic requirements or requests in relation to panel layout, and inverter positioning prior to your installation. There will be additional costs involved in changing the position of any equipment after the installation has been completed.

- 6) INSTALLATION CHARGES** - You acknowledge that there may be additional installation charges if:
- (a) any information you have given us is incorrect or inaccurate.
 - (b) an additional part must be added to complete the installation that was not part of the original scope.
 - (c) any changes have occurred at the premises since the original time of quotation.
 - (d) your switchboard does not comply with current safety standards or otherwise requires upgrading or replacing to fit a meter or bring up to standard. You must get your own electrician to complete the upgrade or replacement of your switchboard. Alternatively, or you can use TEE to complete this work. Our pricing does not include any switchboard upgrade prices.
 - (e) TEE will seek your approval prior to any alterations or changes to the design of your solar system. This includes anything that will affect the estimated performance of your system.
 - (f) we were not made aware of specific safety issues and must take additional steps to ensure the safety of our installation teams.
- 7) INDEPENDENT CONTRACTORS** - We may engage local, high quality independent contractors to undertake the Installation Services. If we do, we will ensure that they are suitably qualified and experienced tradespeople who offer a minimum 5-year workmanship warranty.
- 8) POWER GRID CONNECTION, TARIFF & METER CHANGE** - TEE will apply on your behalf for 'Permission to Connect' to get your new solar power system connected to the grid and will arrange for your net/solar meter to be installed by your energy retailer once your system has been installed. Meter installation is usually free with larger energy retailers, but if a payment is required for meter connection, you need to pay this directly to your energy retailer; it is out of our scope.
- Note: the time-frame of the meter installation is the responsibility of your energy retailer and is out of our control. It can vary depending on which retailer your account is with but is typically in 2-4 weeks. Payment of your final invoice is due on the day of your installation, regardless of the progress of your meter installation.
- You may be able to receive a Solar Feed-in Tariff (FiT), which is a payment from your energy retailer for any excess solar energy produced by your solar power system, which is fed back to the grid. The amount paid varies between retailers and is voluntary. It usually appears as a credit on your bill from your provider. The rate paid can be changed at any time by the retailers and The Energy Experts take no responsibility for the financial implications if the rate changes and make no representation for the future of this scheme.
- Although we may assist you in arranging for your system to be connected to the grid and for the installation of your meter, the connection of your meter and any subsequent Solar FiT you receive is an agreement between you and your electricity retailer. As part of our service, TEE notifies you of current Solar FiTs. The electricity contract/tariff may change following the installation of your solar power system. You should contact your electricity retailer: (a) before signing a contract to check if a new electricity tariff rate may be applied; and (b) after the installation of the solar system, to confirm that the agreed tariff has been applied.
- 9) STATUTORY APPROVALS** – Most standard residential installations do not require council approvals but if any special approvals are required for the installation and/or operation of the Equipment by any statutory body (such as your local council or heritage department) then you must obtain such approvals, at your cost, prior to commencement of any work. If you fail to do so, then you indemnify us for and against any costs incurred as a result (including any fines or penalties imposed on us, or the costs of compliance issued by the statutory body). The Energy Experts can facilitate this work on your behalf, and if so, additional fees will apply.
- 10) WARRANTY** - Provided you comply in all respects with this agreement and no money is owing, we provide a 5 year whole of system warranty on the operation and performance of the entire system including workmanship and products, starting from the date the Equipment is commissioned.
- Goods manufactured by parties other than TEE are subject to manufacturers warranties. In relation to goods manufactured by parties other than us, we reserve the right to refer warranty claims directly to the manufacturers. TEE shall not be bound by nor be responsible for any term, condition or warranty given by the manufacturers of goods but we will help you where we can with making a warranty claim and getting your Equipment fix or replaced.
- Notification of defects must be made in writing to us within the specified warranty period.
- In the event of a claim, we will decide on the best course of action to be taken.
- It is your responsibility to provide proof of initial installation of the product for warranty purposes.
- Any product manuals that are supplied by the manufacturer will be provided to you or available by contacting us.

Please note that our warranty obligations do not cover the following:

- Damage or problems or unsatisfactory performance caused to the equipment by faulty, incorrect power supply, voltage fluctuations, over voltage transients or electromagnetic interference; originating from Equipment that was not installed by us.
- Damage or problems caused by the use of an accessory or equipment not supplied by us.
- Damage or problems caused by storm, fire, flood, vandalism, misuse, negligence, Acts of God, earthquake, vermin, and/or any foreign matter entering the equipment (such as dirt).
- Deterioration to the external surfaces caused by normal weathering or corrosive atmospheric conditions.
- Equipment which has been re-installed at a location other than the original location.
- Equipment which has been interfered with or repaired by you and/or by any other unauthorized persons.
- Damage or problems or unsatisfactory performance resulting from operation in conditions outside the operating conditions specified by the manufacturer's technical or sales literature applicable to the Equipment.
- Damage, problems, or unsatisfactory performance resulting from misapplication of the Equipment.
- We may charge a fee for any service call if we believe the defect arises from any of the above.

11) DISCLAIMER REGARDING PERFORMANCE - In every circumstance and where possible we will use best endeavours to install the product to optimal orientation and exposure to direct sunlight.

TEE provide a solar performance estimate calculating shading issues, orientation & tilt.

Expected efficiency losses due to shading or orientation may be compromised in certain situations including but not limited to environmental impact such as dust, trees, and changes in weather patterns.

Any performance figures given by us in relation to the Equipment are based on the manufacturer's specifications and in line with what we would generally expect to obtain in a test. The actual performance of the equipment can and will be affected by the specific site /climatic conditions. We are under no obligation or liability for failure to attain such figures.

We make no warranties in relation to financial benefits arising from the installation of the Equipment. Every customer has their own financial circumstances and household energy usage patterns and any energy-saving information provided in relation to such matters is done in good faith, based on the information you have provided us.

12) PAYMENT AND FINANCE – For residential installations: full payment is required on completion of The Installation Services (panels, inverter and/or battery), regardless of the progress of the net meter upgrade by your energy provider.

On acceptance of the quotation agreement, you agree to pay TEE the deposit as part payment via EFT, cheque cash or credit card upon acceptance of this agreement. The deposit will not be more than 10% of the full payment amount.

Only when TEE receives cleared funds will all amounts be considered as accepted.

For commercial installations: staged progress payments are required as follows unless agreed otherwise:

10% deposit on approval of quote

40% 2 weeks prior to installation start date

40% on practical completion (all equipment installed, system operational)

10% when all documentation is provided, and handover is complete.

Full payment does not include any cost involved with the energy company's meter or a switchboard upgrade, should it be required.

We shall be entitled to charge you interest on overdue payments, calculated from the due date until the date of repayment in full, at a rate of 2.5% per calendar month on a compounding basis. In the case that we are required to seek debt collection services due to non-payment to recover debts, the full cost of such services including collection costs, legal costs and interest will be added to overdue accounts.

In the case that we are required to remove the installed system (panels, inverters, and batteries) due to non-payment, the full cost of uninstallation, labour and any additional fees will be added to the overdue account payable by you, the client.

13) TITLE TO GOODS - We shall retain property in and title to the Equipment until all sums due and owing to us under this agreement have been duly paid by you in full, including assignment of any government incentives or point of sale discount. Until such time:

- a. all rights in the Equipment remain with us;

- b. you cannot remove the Equipment under any circumstances;
- c. if the Equipment has not yet been installed, it must be stored in a safe and secure location;
- d. we may have access to the site at any time to inspect all or any part of the Equipment or remove it in the event of a failure of full payment;
- e. you must deliver up the Equipment to us on request and in default of delivery we may enter your premises at any reasonable time with or without notice to repossess the Equipment.
- f. to the extent (if any) the property legal title or the Equipment has passed to you by operation of law, then you acknowledge that we have a specific lien over the Equipment until paid for in full and you must not sell or dispose of all or any of the Equipment while such lien is effective.
- g. Any warranties are not valid.

14) PRIVACY AND USE OF YOUR PERSONAL INFORMATION - You agree to supply TEE with any information necessary to complete documents required for connection and installation of the System to the electricity grid and to claim your STCs on your behalf. You authorize us to share this information (to the extent that is necessary) with its contractors, employees & installers and with relevant government agencies and electricity retailers.

TEE will not release your personal information to any other parties without your written consent.

You acknowledge and agree that personal data provided may be used and retained by us for the following purposes and for other purposes as shall be agreed between us or as may be required by law:

- a. provision of goods and/or services;
- b. marketing of goods and/or services by us in relation to the goods and/or services where consent has been gained;
- c. analysing, verifying and/or checking your payment status in relation to the provision of goods and/or services;
- d. processing of any payment instructions and/or credit facilities requested by you; and
- e. enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the goods and/or services.

You can opt-out of any marketing at any time.

15) INDEMNITY – For health & safety reasons you must fully comply with all our instructions in relation to the safe operation, use, repair, and maintenance of the Equipment. Notwithstanding such compliance to our instructions or due to tampering, misuse, intentional / dangerous conduct, to the maximum extent permitted by law; you must indemnify us and keep us so indemnified for and against all claims, expenses and liabilities of whatever nature including without limitation, any claims for death, personal injury, damage to or destruction of property and consequential loss, including loss of profit, which may be made against us or which we may sustain, pay or incur arising out of the sale, supply and installation of the Equipment, unless the same is directly and solely attributable to any negligent act or omission on our part or on the part of our authorised independent contractors.

16) SMALL-SCALE TECHNOLOGY CERTIFICATE (STCs) - An STC is not a rebate, and you will not qualify for any government based financial recompense at the completion of the STC creation process. The STC is a financial incentive where the client receives an upfront point of sale discount which is clearly stated/discounted on the quotation.

Any STCs offered on the quote are subject to change to reflect the STC spot price on the day of installation. The STC value will be confirmed on the final invoice at completion of the work. STC values are subject to change and you have the option to trade STCs directly if the quotation is paid as a gross amount (not factoring in STCs).

Payment and trade of STC's are to an STC Clearing House. The STCs in the Clearing House are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and no guarantees on the value.

In consideration of the provision of the Installation Services and Equipment, you unconditionally and irrevocably assign to us the benefit of all STCs & agree to execute such documents and do what is reasonably required to give effect to such assignment (including sign any consents or approvals as we and/or the statutory body may require). You acknowledge that we have provided the Installation Services and Equipment in consideration of the above assignment and on condition that such STCs be paid to us. If for whatever reason the STCs are not approved or the scheme is cancelled by the government or due to factors out of our control then we shall, at our option, issue you with an invoice for payment in relation to the Installation Services and Equipment to cover the gross cost of the system.

17) ROOF CONDITION AND TILE DAMAGE – TEE expects the existing roof to be designed to meet Australian Standards and free of leaks. We do not offer roofing assessments against roofing standards and building codes as this is out of scope. If water ingress occurs on a roof and it is found to not comply with Australian Standards and Building Codes, then TEE cannot be held liable for water damage if all reasonable steps have been taken to prevent water ingress in a normal trade like manner which would have prevented leakage on a compliant roof.

All care will be taken to prevent damage to your roof, but old or brittle tiles can crack or break. If a tile is damaged, we will determine if the crack is so severe that the entire tile needs to be replaced, or if the tile can be repaired in place. If the crack can be repaired, we will carefully fill in the crack with a roofing sealant. Where repair work is required, we will complete this free of charge. If a tile needs to be completely replaced, we will carefully remove the nails that hold the tile in place and slip the tile out of its position. We will slip the new tile into place, making small adjustments to surrounding tiles if needed. Where an existing damaged tile needs to be replaced, a variation charge will apply for fitting and supply if required.

Please ensure you have an adequate number of spare tiles in case of breakage onsite before the installation (recommended minimum: 12).

18) MONITORING - It is the responsibility of the owner of the system to monitor and maintain the system once installed. The Energy Experts Pty Ltd does monitor systems from time to time but does not take responsibility for identifying faults with systems installed. Should you require assistance with a system fault, please get in touch with us and we will assist where possible. If an issue does not fall under the 5-year warranty offered by The Energy Experts Pty Ltd, there may be a call-out fee associated with troubleshooting any monitoring-related issues.

19) COMPLAINTS HANDLING - We have a Complaints Handling Procedure in place (on our website), which outlines our process for receiving customer feedback and handling any complaints that may arise. We ask you to contact us in writing if you have an issue (please email save@theenergyexperts.com.au).

To help us respond quickly and effectively to complaints, we ask you to:

- a. specifically address the matter and clearly articulate the issues;
- b. provide as many specific details about the issue as possible;
- c. provide any supporting evidence or relevant documentation;
- d. outline your desired outcome or resolution;
- e. respond to requests for information or clarification in a timely matter;
- f. treat our staff with courtesy and respect.

We will take into account all relevant material and factors and acknowledge your complaint within 2 business days. We will provide a formal written response within 4 business days, where we will provide you with a number of remedies. Every effort will be made to meet these timeframes, where it is practical to do so. However, if the matter is complex, it may take longer to resolve. In these instances, complainants will be informed about the delay. We will keep you informed during the process.

Complaints are dealt with in an equitable, objective, and unbiased manner. We keep your information private and will not disclose your details to third parties without your permission. There may be instances where we must deal with unreasonable demands or behaviours from clients. This may include:

- a. where you raise the same issues that have been investigated previously without presenting new evidence;
- b. where you are abusive towards staff (eg. swearing and threatening behaviour);
- c. unreasonable persistence regarding outcomes;
- d. unreasonable demands relating to timeframes for resolutions;
- e. Complaints that are frivolous, vexatious, or not made in good faith.

In these instances, complaints may not be acknowledged, and we may exercise discretion to minimise or control our communication with you. In this case, you will be given clear advice and reasons why.

Feedback on the outcome of complaints will be provided to you within 21 days of the complaint's receipt, and should further time be required, any necessary further investigation will be completed within 45 days of the receipt of the complaint.

If you are not satisfied with the way we handle your complaint, your next course of action will be to contact NSW Fair Trading. NSW Fair Trading is contactable on 13 32 20 and their web address is <https://www.fairtrading.nsw.gov.au/>