

# **Terms & Conditions**

## **1. Definitions**

1.1 Clause 19 of this Contract contains definitions for all words which begin with a capital letter (otherwise than where the capital letter appears for reasons of punctuation).

## **2. Purchase of System and monitoring services**

2.1 You agree to buy the System from Silicon Solar for the Contract Price on and subject to the terms & conditions of the Contract.

2.2 We agree to supply and install the Solar System.

2.3 You must confirm with your local council and body corporate (as applicable) whether any local planning laws, heritage overlays, body corporate rules or other restrictions may restrict you to have solar panels installed at the Premises. You must inform Silicon Solar about any Installation Restrictions before the day on which the Equipment is due to be installed

2.4 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.

## **3. Contract Price**

3.1 You must pay the Contract Price in accordance with this Contract, and such other amount as becomes payable in accordance with this Contract.

3.2 The Amount Payable is the amount which might be payable by you, in substitution for the Contract Price, in the event that we receive the grant, rebate or other benefit referred to in clause 10 and we are entitled to keep the grant rebate or other benefit for our self (or if the benefit is based upon an assignment of environmental rights to us (or another person as directed by us) even if we (or that other person) does not receive or cannot retain the benefit of those rights). In the event that the circumstances referred to in this clause 3.2 are satisfied, we will accept payment of the Amount Payable in full and final satisfaction of your obligation to pay the Contract Price. References to the Amount Payable elsewhere in this Contract shall be read as a reference to the Contract Price or the Amount Payable (as is applicable having regard to this clause 3.2).

3.3 In addition to the Amount Payable, you will have to pay:

- (a) any fees or other amounts specified in the finance agreement at the time or times so specified; and



(b) subject to clause 11, any additional fees and charges associated with your Installation that the Installation Subcontractor advises you of prior to Installation, either during a pre-installation site inspection (if one is conducted) or on the day of your Installation (if a pre-installation site inspection is not conducted). It is impossible for the Installation Subcontractor to determine what these fees and charges are (if any) until the Installation Subcontractor inspects your Installation Address.

#### **4. Nature of Contract**

4.1 This Contract is a contract for sale of the relevant System. It is not a contract to install a System or connect a solar electricity system to the electricity grid.

4.2 Nothing in this Contract obliges or otherwise requires us to carry out residential building work, specialist building work or any work in relation to a building within the meaning of the Building Act 2004 (ACT).

4.3 Nothing in this Contract obliges or requires us to carry out, or to arrange or manage the carrying out of, any domestic building work within the meaning of the Domestic Building Contracts Act 1995 (Vic).

#### **5. Installation**

5.1 The Installation team will begin the process of the installation after taking pre-approval from your electricity distributor. It may take 7 business days once you finalize the contract.

5.2 To the extent permitted by law, the Installation contractor is entitled to a reasonable extension of time where or the Installation team is or will be delayed in completing the Installation by any cause beyond the reasonable control of the Installation team.

5.3 You authorize the Subcontractor to access the property and install the System on the given property address at the time of contract.

5.4 You also authorize Silicon Solar to do the grid connection paperwork after completion of the inspection form the Energy Safe Victoria which is arranged by the Certified Solar Installer.

5.5 You warrant and represent that:

(a) you are the owner of the Installation Address;

(b) you have obtained all consents and approvals required for the Installation Subcontractor to install the System at the Installation Address, including from the owner; and



(c) the roof of the property at the Supply Address is structurally sound to accommodate the load of the System, including the base and frame (you may need to obtain a structural engineering report to make this warranty and representation).

5.6 You agree to execute whatever documents the Installation Subcontractor may reasonably require, and to take whatever other action we may reasonably require, in order to permit the Installation of the System you have selected, and in the case of a solar electricity system, the connection of that system to the electricity grid.

5.7 During the Installation, the Installation Subcontractor will permit you to:

- (a) have reasonable access to the Supply Address under the supervision of the Installation Subcontractor; and
- (b) view any part of the Installation upon your reasonable request to do so.

## 6. Payment

6.1 you may pay for the System in one of two ways:

- (a) directly to us in accordance with clause 6.2; or
- (b) via a financing arrangement with an Approved Third Party Financier in accordance with clause 6.3.

6.2 If you elect to pay us directly:

(a) You agree to pay the Price as follows:

- a deposit of 10% of the Price at the time of accepting the Quote (**Deposit**), receipts will be issued for all deposits received; and
- the balance of the Price as per the invoice terms, and in accordance with the manner of payment specified in the Quote.

(b) if applicable, a Deposit is due and payable upon your acceptance of this contract over the telephone or online. We (or our nominee) will debit your credit card or, if applicable, present your cheque and hold the Deposit on and subject to the terms set out in this Contract;

(c) the Deposit is non-refundable after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation;



(d) you authorize us (or our nominee) to apply any applicable Deposit payable on a System, in or towards payment of the Amount Payable for that System when the Installation has reached Practical Completion;

(e) the remaining outstanding part of the Amount Payable and the Additional Fees are due and payable as per invoice terms. This amount must be paid by either way you like, i.e. Cash/Card/ Bank Transfer or Cheque.

(f) if applicable, a Cancellation Fee may apply if you terminate this Contract after the expiry of any applicable Cooling Off period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 11.

### 6.3 If available and you elect to pay us for the System via an Approved Third Party Financier:

(a) you might not need to pay a Deposit on the System;

(b) you consent to us disclosing your contact details (which may include your Personal Information) to the Approved Third Party Financier who will then independently assess your application for finance;

(c) the Approved Third Party Financier will inform us in writing whether the application for finance got approved or not.

(d) if approved under clause 5.3(c), we will proceed with the Installation of the System and instruct the Approved Third Party Financier to pay us the Amount Payable and Additional Fees on your behalf the day the Installation has reached Practical Completion;

(e) if the Approved Third Party Financier does not approve your application for finance, we will notify you and you may elect to pay for the System in accordance with clause 5.2 or you may terminate this Contract; and

(f) a Cancellation Fee applies, if you terminate this Contract after the expiry of any applicable Cooling Off period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 11.

## 7. Failure to Pay

7.1 If you do not pay any fees or charges payable under this Agreement by the time they are due, Silicon Solar reserves the right to charge interest on the overdue payment at a rate of 2%, calculated on a daily basis.

7.2 You also have to pay us any reasonable costs associated with the recovery of the unpaid amount (including, but without limitation, legal costs).



7.3 If you do any default in making any payment of fees or charges due under this Agreement, Silicon Solar may, in addition to its other remedies at law, immediately terminate this Agreement and (unless title to the Equipment has passed to you) take back possession of the Equipment. You shall bear any reasonable costs incurred by Silicon Solar as a consequence of taking back possession of the Equipment. Any part of the Price paid by you to Silicon Solar as at the date of termination of this Agreement will be retained by Silicon Solar.

7.4 Until such time that you have paid the Price in full for the Equipment, you must:

- (a) keep the Equipment in good condition and repair;
- (b) not sell or lease the Equipment, or create or allow to be created any Encumbrance over the Equipment or any part of them;
- (c) comply with all laws relating to the use or possession of the Equipment;
- (d) not move, remove or modify the Equipment without Silicon Solar's consent; and
- (e) notify Silicon Solar immediately if the Equipment is lost, stolen or damaged.

7.5 The Equipment Price is based on you assigning (to the extent permitted by law) to Silicon Solar or its installation agent or contractor (as directed by Silicon Solar) all right, title and interest in and to, and the right to receive, any government rebates or incentives to which you would otherwise be entitled in relation to the implementation of the Equipment. You agree to execute such documents and do such things as are necessary to entitle Silicon Solar or its installation agent or contractor (as directed by Silicon Solar) to recover those amounts.

## **8. Refund**

8.1 Once you have signed the contract, any variations to the system design must be documented and signed off by you and CEC installer prior to installation.

8.2 Silicon Solar must provide you with a full refund upon request when:

- (a) the final system design provided is significantly different to that quoted at the point of contract and is not signed off by you prior to installation.
- (b) 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.
- (c) the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honored, for reasons reasonably within Silicon Solar's control, and you do not consent to a revised timeframe;



(d) Silicon Solar will act on your behalf to obtain pre-approval on your behalf if not done so prior to installation, and you do not receive approval from the distributor for the grid connection; and

(e) Any extra cost occurs on the day of installation, which was not specified or discussed while finalizing the contract, and Silicon Solar does not agree to bear the additional cost and you do not consent to these additional costs.

## **9. Cancellation**

9.1 You may cancel this Agreement at any time during the period of 10 days following the date the Agreement is accepted by you (**Cooling Off Period**), unless installation of the Equipment has commenced or has been completed, by telling Silicon Solar via phone or email (using the contact details provided in the Quote) within the Cooling Off Period.

9.2 If you cancel this Agreement during the Cooling Off Period, this Agreement will terminate and Silicon Solar will refund you any amount you have paid within 2 weeks of timeframe.

9.3 For unsolicited sales, you may cancel this Agreement at any time during the period of 10 days following the date the Agreement is accepted by you (**Cooling Off Period**), regardless of whether installation of the Equipment has commenced or has been completed, by informing Silicon Solar via phone or email (using the contact details provided in the Quote) within the Cooling Off Period.

9.4 If you wish to withdraw from a valid contract after the expiry of any cooling-off period, Silicon Solar is entitled to apply their own policies regarding fees for cancellation, in line with the termination rights specified in the initial contract, provided that such cancellation fees do not amount to unfair contract terms under the ACL. Cancellation fees must be reasonable, and related to the cost incurred by the Signatory. You have rights under unfair contract terms provisions in ACL relating to cancellation of contracts and termination fees.

## **10. Government Rebates and Environmental Rights**

10.1 You may be entitled to receive a grant, rebate or other benefit from the Commonwealth or State Government or create environmental rights (including, renewable energy certificates) as a result of the purchase or installation of the System . We do not warrant that you will necessarily receive that grant, rebate, other benefit or been titled to create the environmental rights.

10.2 If the Amount Payable incorporates a cash reduction off the Contract Price on the basis that we will receive payment of the grant, rebate or other benefit, you authorize Silicon Solar to apply for that grant, rebate or other benefit in your name and to receive payment of that grant, rebate or benefit on your behalf. You agree to sign whatever documents we may reasonably require, and to take whatever other action we may reasonably require, in order to obtain payment of that grant, rebate or other benefit.



10.3 If we do not receive the payment of that grant, rebate or benefit incorporated in the Amount Payable (excluding the assignment of any environmental rights), for any reason whatsoever, you must pay the difference between the Amount Payable and Contract Price within 21 days of us notifying you of the additional amount being payable.

10.4 You acknowledge that, in certain circumstances, the Commonwealth or State Government may require you to repay the grant, rebate or other benefit. We will not take any responsibility to you in the event that you are required to repay the grant, rebate or other benefit.

## **11. Termination**

11.1 Either party may terminate the Contract if the other party breaches the terms of the Contract.

11.2 Silicon Solar may terminate this Agreement by immediate written notice to you if:

- (a) you fail to pay any fees or charges payable under this Agreement by the due date for payment under this Agreement;
- (b) you breach any provision of this Agreement that is not capable of remedy;
- (c) you breach any provision of this Agreement that is capable of being remedied and you fail to remedy that breach within 7 days of being given notice of the breach by Silicon Solar; or
- (d) you are the subject of, in the case of a company, any insolvency proceedings or in the case of an individual, any bankruptcy proceedings, are declared insolvent or bankrupt (as applicable) or otherwise become unable to pay your debts as and when due.

11.3 If you choose to terminate this Contract you must notify Silicon Solar your decision to terminate the Contract, by telephone and/or email, before that System has been installed in order for the cancellation to take effect. Cancellation fee may apply if contract is terminated on the agreed day of installation (see clause 11.6).

11.4 If we or the Installation Subcontractor believes the Installation of your System is unsafe or is unsuitable for your Installation Address, Silicon Solar may terminate this Contract and we will refund you the amount you have paid towards the Amount Payable as at the date of termination in order for the cancellation to take effect.

11.5 A right to terminate this Contract is additional to any other right, power or remedy a party might have



## 12. Statutory Warranties

12.1 To the extent required by the Applicable Domestic Building Legislation, we warrant that:

- (a) the work under this Contract will be carried out in an appropriate and skillful way, with reasonable care and skill and in a proper and workmanlike manner to accepted trade standards;
- (b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the Relevant Criteria, and that all materials used will be new unless this Contract expressly provides otherwise;
- (c) the work under this Contract will be carried out in accordance with all relevant laws and legal requirements;
- (d) the work under this Contract will be carried out in accordance with any plans and specifications that form part of the Contract;
- (e) any estimate of Prime Cost Items and Provisional Sums Items (as defined in the Applicable Domestic Building Legislation) has been calculated with reasonable care and skill, having regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site), and represents the reasonable cost of supplying and delivering each such item, including our margin;
- (f) the work will be done with due diligence and within the time stipulated in the Contract, or if no time is stipulated, within a reasonable time; and
- (g) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if you expressly made known to us or the Installation Subcontractor or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of us or the Installation Subcontractor, the particular purpose for which the work is required or the result that you desire the work to achieve, so as to show that you rely on our or the Installation Subcontractor's skill and judgment.

12.2 The warranties set out in clause 13.1 are warranties that are implied into this Contract via operation of the Applicable Domestic Building Legislation. Your rights for breach of these warranties are the same as, and not in addition to, your rights for breach of implied warranties under the Applicable Domestic Building Legislation.

12.3 Nothing in this Contract restricts or takes away the rights of a person for breach of these implied warranties.

## 13. Performance Report





13.1 As per the CEC Code of conduct, Performance estimation report of the system will be given to the customer at the time of doing the contract.

13.2 The performance of a System is dependent 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.

#### **14. Warranties and Liability**

14.1 Silicon Solar will provide a warranty on workmanship for a period the greater of:

- (a) 10 years from the date of completion of the Installation
- (b) Silicon Solar warrants the operation and performance of the whole system for a period of 5 years following completion of the installation of any Equipment by Silicon Solar or its agents or contractors, allowing for reasonable performance degradation that is in line with the manufacturer specifications.

14.2 Except for the warranty given under clause 16.1, any manufacturer warranties passed on to you and any warranties or guarantees required or implied by legislation, we give no express warranty or guarantee in relation to the System or its installation. Unless prohibited by law (including section 64A of Schedule 2 to the Competition and Consumer Act 2010 (Cth)) our liability under this Contract is limited, to the extent that it is fair and reasonable, to:

- (a) correct the defective works and repair or replace any parts of your Premises or any Equipment that have suffered damage as result of the defective works; or
- (b) supply and make available a replacement of the System with an equivalent system or unit and enter into a contract with an Installation Subcontractor to install the equivalent system or unit;
- (c) enter into a contract with an appropriately qualified person to undertake repairs of the System;

If you consider that the workmanship of the installation services is defective in any way, you must notify Silicon Solar as soon as reasonably possible, but Silicon Solar will have no liability under this warranty to the extent caused by:

- (a) the modification or alteration of any of the installation works, any Equipment or the Premises by a person other than Silicon Solar or one of its agents or contractors;
- (b) any failure to keep the Premises in a state of reasonable repair; or
- (c) any other circumstance beyond the reasonable control of Silicon Solar.



To make a claim under this warranty, you should contact Silicon Solar by following the contact details in your Quote or by calling Silicon Solar on 1300 772 7289, and providing details of the Equipment installed, where and when it was installed and the reasons why you are making your claim.

14.3 You agree to permit Silicon Solar and its agents and contractors to have access to the Premises as reasonably required and on reasonable notice to permit the assessment of any warranty claim by you and, if necessary, repair or replacement of any defective installation services or Equipment or repair of your Premises for which Silicon is responsible.

## **15. CEC Approved Solar Retailer Code of Conduct**

Silicon Solar will use all reasonable endeavors to comply with the Clean Energy Council Code of Conduct for Approved Solar Retailers. This is a non-prescribed voluntary code of conduct that aims to promote best practice measures and activities for retail businesses selling solar photovoltaic (PV) systems.

## **16. Privacy**

16.1 We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required by law and in order to provide you with energy and related products and services. We may disclose this information to:

- (a) our agents and contractors (such as Installation Subcontractor, Approved Third Party Financier, mail houses, data processors and debt collectors)
- (b) relevant Government authorities;
- (c) your distributor; and
- (d) other energy retailers, for these purposes and more broadly in connection with this Contract.

16.2 We may disclose this information to our related bodies corporate for any reason.

16.3 We may disclose your information to, and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

16.4 If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

## **18. Miscellaneous**



18.1 This Contract sets out the entire agreement between you and us. To the extent permitted by law, all implied terms are excluded.

18.2 In this Contract, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

18.3 This Contract is governed by the laws of the State in which the Installation Address is located (as specified in the Quote).

## 19. Definitions:

**Additional Fees** means the amounts described in clause 3.3.

**Amount Payable** is the amount you owe to Silicon Solar, subject to adjustment as described in clause 3.

**Approved Third Party Financier** means a third party credit provider to whom we may, with your consent, provide your contact details so that they may contact you in order to arrange financing for the Installation of the System.

**Cancellation Fee** specified in the clause 9(if any).

**Contract** means this contract, which comprises the Contract Terms and Condition, the site-specific quote and full system design and other important documents attached to the quote.

**Contract Price** is the amount specified in the Quote and is the price for the Installation of the System before any cash reduction we offer you based on any grant, rebate, environmental right or other benefit which may be applicable .

**Contract Terms** means this document.

**Cooling Off Period** means the period to withdraw from this Contract

**Deposit** means the amount specified as the deposit in the clause 5.

**Installation Address** means the property specified as the Installation Address in your quote where the system will be installed.

**Installation Subcontractor** means an appropriately licensed and suitably qualified and experienced third party who will undertake the Installation pursuant to a subcontract with us.

**Silicon Solar**, we, our or us means:

- Sushila Enterprises Pty Ltd T/A Silicon Solar (ABN 86 634 587 821), of 46 Tylden Way, Truganina 3029, Victoria.



**Personal Information** has the meaning in the Privacy Act 1988 (Cth).

**Starting Date** means the date to be decided by agreement between the Customer and Silicon Solar (or its subcontracted installer).

**System** means the unit or system specified in the quote which is to be, or has been installed, at the Installation Address pursuant to this Contract.

**Variation** means either an addition of work to the Installation, or an omission from the Installation.

**You** (or 'your') means the person named as the Customer in the Quote and includes a person authorized by you.

