

## **TERMS & CONDITIONS OF TRADE & CREDIT**

Reference to "Solargain" in these terms and conditions covers any and all of the following entities:

SOLARGAIN PV PTY LTD  
ACN 132 725 501  
ABN 90 132 725 501  
WA: EC10367  
QLD: EC76260  
ACT: 20111150  
NSW: 221565C  
VIC: REC 23503  
SA: PGE 261922

SOLARGAIN PTY LTD  
ACN 136 092 405  
ABN 26 136 092 405  
WA: PL6680/GF003868  
QLD: L40595 / PL29171 / QBCC 1214636  
ACT: 2010171  
NSW: 223577C

SOLARGAIN (QLD) PTY LTD  
ACN 152 166 160  
ABN 54 152 166 160

Reference to "Purchaser" in these terms and conditions means any person, firm or corporation including successors, administrators and assignors who have requested the supply of goods or the supply and installation of systems by Solargain (the supplier).

**1. BINDING AGREEMENT:** 1.1 The Purchaser Quote or any other Pricing or Tender Agreement together with these terms and conditions constitute a legal agreement between us. We will refer to the agreement between us and you created by the Purchaser Quote Form and any other Pricing or Tender Agreement and these terms and conditions as "this Agreement". Definitions used in this Agreement appear in clause 21. 1.2 The Purchaser is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Purchaser places an order for or accepts delivery of any goods or works. 1.3 These terms and conditions may only be amended with Solargain's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the purchaser and Solargain.

**2. CHANGE IN CONTROL:** The Purchaser shall give Solargain no less than fourteen (14) days prior written notice of any proposed change of ownership of the client and /or any other change in the Purchaser's details (including but not limited to, changes in the Purchaser's legal name, address, contact details). The purchaser shall be liable for any loss incurred by Solargain as a result of the Purchaser's failure to comply with this clause.

**3. SUPPLY:** (a) A contract will be created upon: (i) receipt by the supplier of an oral or written order from the purchaser. The order should specify the goods or system to be supplied or supplied and installed, required date of delivery or installation, location for delivery or installation. (ii) Acceptance of that order by the supplier. The orders will be final and binding upon the Purchaser receiving confirmation of the sale (b) The supplier may at any time, and in its absolute discretion, refuse to supply Goods to the Purchaser.

**4. RETENTION OF TITLE; RISK** (a) Risk in the components and equipment comprising a System will pass to the Purchaser immediately when they arrive at the specified delivery or installation address. (b) In the event that the Purchaser has engaged Solargain to provide paid delivery services, the risk in the Products supplied passes to the Purchaser upon receipt at the Purchaser's warehouse or other designated place of business to which the Products were delivered to by Solargain (c) Ownership in the Products supplied does not pass to the Purchaser until the Purchaser has discharged all outstanding indebtedness whether in respect of the Products supplied or otherwise to Solargain, or until such time as the Purchaser sells the Products to its customers in the ordinary course of business. (d) Until payment in full of that indebtedness has been made, the Purchaser acknowledges and agrees that (i) the Products sold are held by the Purchaser in a fiduciary capacity as Bailee to be sold by it as agent for and on behalf of Solargain (ii) the Purchaser will if directed by Solargain, store the Products supplied marked in such a way that it is clear that the Products are the property of Solargain, but all costs of storage, whether or not storage is at the direction of Solargain, will be for the account of the Purchaser (iii) the Purchaser irrevocably gives Solargain, its agents and servants, leave and licence without the necessity of giving any notice to enter at any time on and into any premises occupied by the Purchaser, forcibly, if necessary, to inspect, search for or remove any of the Products supplied; and (iv) if the Products supplied or part thereof have been sold by the Purchaser before payment in full of all outstanding indebtedness of the Purchaser, then the proceeds and debts of the Purchaser arising from such on-sales will be the property of Solargain and will be held on a fiduciary basis separately for its account, not mixed with the Purchaser's other money, debts or property and payable immediately without demand. Solargain has the right to trace the proceeds of any such sales in accordance with equitable principles. (e) The parties covenant and agree that if this Agreement is terminated, the provisions of this clause will survive that termination and continue to the intent that Solargain may exercise the rights under this Agreement to recover its property and any money due to it (f) The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness or allow any lien or other encumbrance over any of the Products in which title remains with Solargain, but if the Purchaser does so all monies owing by the Purchaser to Solargain shall (without prejudice to any other right or remedy of Solargain) immediately become due and payable (g) By signing this Agreement or by accepting any supply under this Agreement, the Purchaser acknowledges and agrees that (i) to the extent clause 4(g)(ii) does not apply and insofar as it secures payment by the Purchaser of the Price of any Products or payment for any other goods or services supplied by Solargain to the Purchaser, this clause creates a Security Interest in 1. The Products, 2. Any Proceeds of the Products, 3. Any goods to which the products become an accession or commingled; (ii) insofar as it secures payment of the Price of the Products, this clause creates a PMSI in: 1. The Products, 2. Proceeds of the Products; and 3. Any goods to which the Products become an accession or commingled. (h) To the extent permitted by law, the Purchaser agrees with Solargain to contract out of Sections 95, 117, 121(4), 125, 130, 132(3)(d), 132(4), 142 and 143 of the PPSA (i) Notwithstanding the payment by the Purchaser of part or all of the Price relating to the Products under any one invoice, a Security Interest will continue to exist in the Products, any Proceeds or other property in which the Security Interest may, by operation of this Agreement or statute, apply, until the Security Interest is discharged in writing by Solargain (j) The Purchaser will not do or omit to do, nor allow to be done or omitted to be done, anything which might adversely affect a Security Interest created under this Agreement

**5. PURCHASE PRICE:** 5.1 **All Prices** The prices payable by the Purchaser for Products and Services are as agreed between Solargain and the Purchaser. Solargain reserves the right at any time and without notice to vary the prices of goods where the costs of supply of the goods is affected due to circumstances beyond Solargain's control (including but not limited to currency exchange rates, labour and material costs, transport costs, taxes and duties, and the correction of errors and omissions). Prices are in Australian Dollars 5.2 **Supply & Installation** (a) The Discounted Purchase Price is set out in the Purchaser Quote Form, Purchaser Pricing Schedule or Purchaser Sales Invoice. The Discounted Purchase

Price is the Purchase Price applicable if you assign to us the Renewable Energy Certificates (STCs) which are created in respect of the System. (b) You are required by this Agreement to assign to us the Renewable Energy Certificates created in respect of the System without charge and we have agreed to charge the Discounted Purchase Price on the basis that the Renewable Energy Certificates will be assigned to us. (c) If you want to retain the Renewable Energy Certificates created in respect of the System you must advise us in writing at least 5 Business Days before the Installation. (d) If you decide to retain the Renewable Energy Certificates or for any reasons due to your actions (or failure to act) the Renewable Energy Certificates cannot be assigned to us then the Full Purchase Price and not the Discounted Purchase Price will be payable. (e) If the Full Purchase Price is payable but we have for any reason only collected the Discounted Purchase Price, you must pay us the balance of the Full Purchase Price on demand. (f) If the Purchaser is registered for GST you must supply Solargain with a valid tax invoice for the Renewable Energy Certificates in relation to each supply and installation. (g) Upon registration of the STCs Solargain will either set-off the value of the invoice against amounts owing on account by the Purchaser or pay the Purchaser the invoiced value **5.3 Supply Only** (a) the purchase price is as set out in the Purchaser Quote Form, Purchaser Pricing Schedule or Purchaser Sales Invoice (b) if the Purchaser requires Solargain to handle any STCs on the Purchaser's behalf, where the Purchaser is not the owner of the system, then the Purchaser is required to obtain from its customer(s) in favour of Solargain an assignment of any RECs and STCs that would normally arise from the installation of Products. The Purchaser will be required to keep accurate records and accounts in relation to all RECs or STCs to be assigned to Solargain. The Purchaser acknowledges that (i) CER's [The Clean Energy Regulator] standard approval timing is approximately 4 to 6 weeks from submission; and (ii) all RECs and STCs expire twelve (12) months from installation date. The Purchaser agrees that Solargain shall not be held liable for the failure to obtain CER approval of RECs and STCs prior to expiry of this twelve (12) month period; The Purchaser agrees to respond to all requests for further information in a timely manner and acknowledges that failure to provide requested information, including requests for resending any incomplete or illegible information, will delay Solargain submission to CER and ultimately CER approval of the RECs or STCs. The Purchaser acknowledges that Solargain takes a best practice or 100% compliance approach in all of its dealings with the CER. Accordingly, the Purchaser agrees to comply with all reasonable requests, directions and instructions given by Solargain; upon approval of the RECs or STCs and subject to an assignment of those RECs and STCs in favour of, Solargain, Solargain will apply as an off-set against the account of the Purchaser for the value of the STCs assigned. **5.4 PAYMENT** (a) Unless otherwise agreed in writing, in accordance with Clause 6, the Purchase Price (without deduction), either the Discounted Purchase Price or the Full Purchase Price, must be paid to us on or before Installation Date or Delivery Date. (b) All payments to us must be made by either credit card (with payment approved; VISA or MasterCard only), by cash, immediate transfer of funds (electronic/on-line banking), or by a banker's cheque, or bank draft (c) The Purchase Price is inclusive of any applicable GST, unless stated otherwise. (d) Any payments made by credit card may incur a surcharge this will be applied at the time of payment. (e) Where there is a delay in making any payment to us as required by this Agreement you will pay interest on the outstanding amount at a rate equal to 2.5%pa above the Cash Rate published by the Reserve Bank of Australia. (f) All payments made by the Purchaser shall be first applied by Solargain to the accrued interest (if any). **5.5 SET OFF** The Purchaser agrees and irrevocably authorises Solargain to set off against any sum which may be due to Solargain under this agreement any other sums which may be owed by Solargain to the purchaser. With the offset of mutual debts, the net amount is payable to the entity or party who is owed more at or on due date.

**6. CREDIT:** All credit orders are accepted by Solargain subject to satisfactory credit approval of the Purchaser. Credit approval may be withdrawn at any time. Terms of credit are to be authorised in writing and agreed to on a case-by-case basis, credit facilities may only continue if payment is maintained in accordance with those agreed trading terms. Where credit approval has not been granted or is withdrawn, payment for goods and/or services is to be made on or before Installation Date or Delivery Date (Clause 5.4).

**7. OWNERSHIP OF THE PROPERTY:** In relation to Supply and Installation, the Purchaser warrants (promise) to us that you are the sole or joint owner of the Property (the property on which the system will be installed), or have such authority to complete installation at the designated address. We may require the Purchaser to produce evidence of this authority prior to commencing any installation.

**8. COMPLIANCE WITH LAWS:** (a) The Purchaser shall obtain (at the Purchaser's own expense) all licenses and approvals that may be required for the works. (b) The Purchaser, where applicable, agrees that the site will comply with any Occupational Safety & Health laws relating to building &/or construction sites and any other relevant safety standards or legislation.

**9. ESTIMATED SAVINGS:** Any estimated savings detailed in any quote or any other documentation the Purchaser has received from us are indicative only and are not guaranteed. Each property requires its own assessment and will be different to any example shown.

#### **10. DISCLAIMER**

Any financial analysis provided by Solargain to the Purchaser is provided for illustrative purposes only and/or as a general reference only. The Purchaser is responsible for verifying the accuracy and suitability of all assumptions and calculations. Solargain recommends the Purchaser obtains their own independent tax, accounting or other professional advice before making any investment decisions or other decisions.

**11. AVAILABILITY OF STOCK:** Where we do not have a quoted or specified System or product in stock, the time it will take for the manufacturer to deliver the System to us is beyond our control. Accordingly, we are not liable for any loss or damage that you suffer arising out of delays in obtaining the System or products. If we do not have in stock the System or product which appears in the Purchase Quote Form or on your purchase order, we may substitute, at no extra charge to you, a product which is of equivalent or higher quality and performance. If you are not satisfied with the System or product we propose to substitute, you may terminate that particular order Agreement at any time before installation or delivery.

**12. INSTALLATION: 12.1 Preparing for installation:** Before any System can be installed, the Purchaser must, at your own cost: (a) ensure that the roof area is structurally sound and large enough to accommodate the solar panels, mounting base and frames (if any) forming part of the System; (b) ensure that the Property complies with relevant electricity standards and relevant regulations and that it is safe to install a System; (c) ensure that there is properly installed at the Property a bi-directional meter that can read exported electricity, and is approved by the network operator of the Electricity Grid. You are responsible for upgrading any other meters required in connection with the one of the System; (d) where any part of the roof at the site needs to be traversed or accessed during installation or service work and is constructed from ceramic or masonry tiles, make available to the installers/service workers spare tiles. We (and our approved contractors) endeavour to take the upmost care to avoid and/or limit damage to these types of roofs, however, on occasion it is unavoidable. Where no spare tiles are available, we will attempt to temporarily repair such damage and relocate damaged tiles to a section of the roof where the tiles are easily accessed and the damage caused by the ingress of water will be limited. We will not be liable for any damage caused or for additional site visits to replace tiles where spare tiles were not first provided at the time that the works were undertaken. **12.2 Installation Dates:** We will provide an Estimated Installation Date. This is an estimate only of when we will be able to complete Installation of the System. (b) We will advise you as soon as reasonably practicable of the Final Installation Date. The Final Installation Date is the date on which we will complete Installation. We will give you at least 5 days' notice of the Final Installation Date. **The system owner or a nominated employee (if a business owner) must be present at the Property on the Final Installation Date.** We may attend the Property on the Final Installation Date during daylight hours or at any time from 7am. Whilst we will try to fix the Final Installation Date to suit your convenience we cannot promise that we will be able to change the Final Installation Date which we will give to you. (c) We will be entitled to change the Final Installation Date. We will notify you of any change to the Fixed Installation Date. (d) If weather conditions are such that we believe it is hazardous to complete Installation we may change the Fixed Installation Date by notice to you. (e) If you or a representative of the Purchaser are not at the Property on the Final Installation Date we are entitled to charge you \$200 for that visit and if that particular order is terminated

without Installation being completed we will be entitled to charge you the \$200 visit fee. **12.3 Access:** At the times we advise we will carry out Installation, the system owner (or company nominated representative) must: (a) be present at the Property and, if reasonably requested, remain there while the Installation is being carried out; (b) ensure there is sufficient access to carry out the Installation - including ensuring there is clear access for relevant personnel, vehicles and equipment to the meter box, switchboard, the proposed location for the System's inverter, and the roof where the System's solar panels will be mounted. **12.4 Removal of objects:** the Purchaser is responsible for removing any trees, plants and any other objects that may cast a shadow on the System's solar panels. **12.5 Take further steps as we request:** the Purchaser agrees to sign any documents or take any other steps that we may reasonably require, in order to permit the installation and connection of the System. **12.6 Agreement for Access:** the Purchaser agrees to provide the installer and us with access to the Property for the purposes of installing the System and connecting it to the Electricity Grid. **12.7 Location:** The location of the installation of each component of the System at the Property will be at the Installer's discretion, but they will endeavour to ensure that: (a) the System is in a position that is likely to maximise its performance, and (b) minimum damage occurs to the premises as a result of the installation work. **12.8 Damage:** the Purchaser acknowledges that it may be unavoidable that there is some damage to the premises as a result of carrying out the Installation. The Installer may temporarily repair any minor damage that occurs, but, we will not be liable for any damage caused to the Property arising from any pre-existing condition of the Property. Any claims for damages allegedly caused by our installation must be made to us strictly within twelve (12) months of the date of installation. **9.9 Communications & Connectivity:** The home owner must ensure that there is adequate internet connectivity and signal strength at the property where the PV system monitoring equipment is being installed, Solargain is not responsible for (a) setting up online monitoring; (b) poor signal strength at the inverter resulting in no or intermittent loss of monitoring; (c) any changes to the customer's home network including hardware, i.e. a change of modem or a change of internet provider resulting in loss of communication; (d) maintenance conducted by providers of monitoring systems or the customers internet network provider which result in loss of communications

**13. RENEWABLE ENERGY CERTIFICATES:** **13.1 Assignment of right to create Renewable Energy Certificates:** (a) The system owner must assign to us the right to create Renewable Energy Certificates (STCs and or LGCs) in respect of the System. The Purchaser must promptly complete and sign any documents (including executing an assignment form), and do anything else that we reasonably request to effect this assignment, and to allow us to receive the benefit of the relevant Renewable Energy Certificates. (b) the Purchaser must not create or assign to any other party right to create any Renewable Energy Certificates in respect of the System or agree to do anything contrary to this clause. (c) The fact that we are prepared to offer a Discounted Price does not necessarily mean that the current market value of the Renewable Energy Certificates is reflected in this price-it represents what we are prepared to offer. The value of Renewable Energy Certificates may fluctuate. Any fluctuation will not result in a change to the Discounted Price or the Full Purchase Price unless pursuant to clause 13.3. **13.2 If Renewable Energy Certificates cannot be created:** (a) If we cannot acquire any Renewable Energy Certificates because of an act or omission by the purchaser (including the inability to create the Renewable Energy Certificates due to circumstances not previously disclosed to Solargain such as receiving the benefit of Renewable Energy Certificates at an alternative location or business); or (b) if due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target, Renewable Energy Certificates cannot be created or the quantity that the eligible system is entitled to create is materially changed; then the Purchaser must pay the difference between the Discounted Purchase Price and the Full Purchase Price immediately upon us demanding payment, and no Renewable Energy Certificates will be assigned. **13.3 If the market price of the Renewable Energy Certificates is reduced** due to a change in Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or amendment of the Renewable Energy Target, then from the date the reduction in market price becomes effective, this reduced price may be passed on to you, and you must pay the difference between the value applied to the assignment of Renewable Energy Certificates to generate the quoted Discounted Purchase Price and the reduced Renewable Energy Certificate Market Price at date of installation. Notwithstanding this, we reserve the right to request that the Full Purchase Price of the system is payable immediately upon us demanding payment, and no Renewable Energy Certificates will be assigned.

**14. WARRANTIES:** **14.1 Warranties in respect of the System:** We warrant that the Installer will install the System with due care and skill, according to industry standards. The System inverter and panels will come with the benefit of the Manufacturer's Warranties. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you wish to make a claim you may contact us by telephoning 1300 739 355, emailing us on sg.service@solargain.com.au, or writing to us at SOLARGAIN PV PTY LTD, 10 Milly Court Malaga, WA 6090. Our warranties are to the extent permitted by law, limited by the matters in clauses 14.2 to 14.8. **14.2 Variable performance of the System:** Yield estimates provided are indicative only and are based on test conditions and data provided by the Clean Energy Council estimates for your area. Test conditions may not be achieved in an operating environment. The actual generation of your solar system may vary from estimated values, and Solargain does not provide any guarantees regarding daily energy production of your solar system as the Yield (or production) varies depending on a number of variable factors including inclination of the place of installation, shade, surrounding structures, trees and plants, irradiation and weather conditions including yearly weather variations. Performance of your system is not measured in wattage but in kilowatt hours (units) as per the yield estimates. **14.3 Power Disruption or Reduction:** You acknowledge that power generation from the System ceases during power disruptions. In the event that the voltage or frequency of the Electricity Grid falls outside the parameters specific to the inverter and also governed by the current AS4777 Australian Standard, the inverter may cease to operate or operate with a reduced power output and may restart only when the Electricity Grid becomes available, and is within the aforementioned parameters again. We will not be held responsible for any potential loss of production caused by the Electricity Grid. **14.4 Radio & Television Interference:** Radio and television interference may be caused as a result of installing a PV system particularly in marginal signal areas and with AM radio signals. We recommend that you use a digital signal radio and digital signal television devices when operating a PV system on your premises. **14.5 Exclusions from warranties:** All warranties we provide in this agreement in respect of the System and its installation are subject to the warranty terms and conditions and the warranty procedures of the manufacturer of the System, to the extent permitted by law our Warranties do not apply if the defect is a result of any of the following: (a) failure to use the System in accordance with the manufacturer's instructions or the owner's manual; (b) use of the System in a manner not reasonably contemplated, or contrary to law; (c) modification of the System by anyone other than us; (d) subjecting the System to an unusual or not-recommended physical environment or electrical stress; (e) moving the System, whether temporarily or permanently; (f) damage caused by anyone other than us; (g) the effects of weather or other natural events; (h) surges; (i) the condition of the Property or electrical wiring or systems; or (j) changes in law. **14.6 Warranty Claims:** (a) If you notify us that the System has a defect, and that defect is covered by our warranty, then we will, at our cost, arrange to carry out any necessary repair and replacement works, in accordance with the manufacturer's warranty processes, and within a reasonable time, (b) You must follow any troubleshooting steps as advised by us. If you do not and it appears on a visit to us to the Property that the problem could have been fixed by your following the troubleshooting steps we advised, then we will be able to recover the costs of the visit. There will be a minimum charge of \$200. (c) If we replace a System, then title in the System which is removed will vest with us. (d) If you make a claim under the warranty you must notify us in writing at SOLARGAIN PV PTY LTD, 10 Milly Court Malaga, WA 6090 or via email on sg.service@solargain.com.au within 5 days of the matter giving rise to claim. We reserve the right to reject claims outside this period. You must give us an opportunity to inspect any defects. (e) If you have any questions regarding your warranty you may contact us on TEL 1300-739-355. (f) We will endeavour to remedy problems with the System which are covered by Warranties within 10 Business Days of being notified of the problem by you. If we cannot rectify the problem within this time we will notify you and will give you an estimate of when we expect the matter can be attended to. **14.7 Labour:** (a) We will be responsible for remedying defects caused by faulty installation by us. (b) We will provide labour at our cost to remedy defects covered by the Manufacturer's Warranty for a period of 5 years (60 months) from Installation. (c) Where it is necessary to repair a defect in the System which does not fall within paragraph (a) or (b) above, then to the extent permitted by law we will charge for our labour. **14.8**



**All other warranties excluded:** The only warranties that we give in relation to the System and its installation are the express terms and warranties set out in this agreement and those implied terms or warranties that are imposed by statute law that are mandatory and cannot lawfully be excluded.

**15. LIABILITY AND INDEMNITIES:** **15.1 Limitation of our Liability:** Liability for a breach of a condition or warranty which cannot be excluded (and no other remedy applies) is limited to the extent possible, at our option, to: (1) the supply of the goods or services again; (2) the repair of the goods; (3) the payment of the cost of having the goods or services supplied again or repaired; or (4) refund of the price you have paid to us. **15.2 Your Indemnity:** You indemnify and hold harmless us, and our officers, employees and agents, against all losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) that arise out of your provision of false or inaccurate information or any condition at the Property which causes an injury.

**16. YOUR RESPONSIBILITY TO MONITOR:** It is your responsibility to monitor the System. We will not be responsible where you have failed to monitor the System and have failed to notify us of problems. If you are going to be absent from the Property you should make arrangements for the System to be monitored in your absence.

**17. TERMINATION :** **17.1 Termination by you:** You may terminate this agreement by notice in writing to us: (a) at any time before we commence installing the System or supply goods, but you may forfeit any Deposit you have paid and we will not return it to you; (b) if we materially breach this agreement, and we will refund the Deposit to you or (c) in the event that you are unable to assign the quoted number of Renewable Energy Certificates to Solargain due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target. We begin incurring internal costs when you place your order and we order the product from the Supplier. If you cancel the order we will be entitled to recover these costs and deduct them from the Deposit or, if in the event the Deposit or instalments paid to date is insufficient to cover these costs, you shall reimburse Solargain for any direct (external) costs incurred to date. Such reimbursement shall be within 7 days of the date of Solargain's invoice for such reimbursement. **17.2 Termination by us:** We may terminate this agreement by notice in writing to you: (a) if we are unable to obtain sufficient stocks of the System (including relevant components) or are unable to source sufficient workforce to complete the Installation; (b) if we believe that installation of the System at the Property is unsafe or unsuitable; (c) if we have attended the Property at the time fixed for Installation twice and you are not there on either occasion, or you have not paid the balance of the Purchase Price when the Installers attend the Property to complete Installation in which case we may forfeit the Deposit; (d) if you materially breach this agreement in which case we may forfeit the Deposit; or (e) in the event that you are unable to assign the quoted number of Renewable Energy Certificates to Solargain due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target. **17.3 Time for Refunding Amounts:** The Deposit will be refunded by us where we terminate pursuant to paragraphs (a) or (b) of clause 17.2 less any payment we are entitled to retain under this Agreement. We will refund amounts payable to you under this clause within 30 days after termination.

**18. PERSONAL INFORMATION AND PRIVACY:** **18.1 Personal information:** You must provide us with all information which we reasonably request from you in order to supply you with the goods and services under this Agreement, or apply on your behalf for any Government grant, rebate or other benefit which you may be entitled to receive. We may use and disclose the information you provide: (a) to supply goods and services to you under this Agreement; (b) to fulfil our obligations under this Agreement; (c) to assist you to apply for a grant, rebate or other benefit and (d) to provide you with information about our business and services, and the business and services of our contractors and agents. We may disclose the information you provide: (a) to our related bodies corporate, agents and contractors (such as installers, and data processing analysts); (b) to the system component manufacturers and suppliers; (c) to debt collection agencies and credit reporting agencies; (d) to relevant Government Agencies; and (e) as authorised by law. If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information that we hold about you call us on 1300 739 355 or write to us at SOLARGAIN PV PTY LTD, 10 Milly Court Malaga, WA 6090. **18.2 Credit Reporting and Creditworthiness:** If you are applying for consumer credit or commercial credit from us, then: (a) we may obtain information related to your creditworthiness (including a consumer credit report) from a credit agency, or from any business that reports on creditworthiness, or from any credit provider, (b) we may give information about you to a credit reporting agency to obtain a consumer credit report about you, and also to allow the credit reporting agency to create or maintain a credit information file containing information about you, and (c) exchange permitted credit information about you with other credit providers, to assess your credit worthiness and in circumstances of default (either with us or with the other credit provider). The type of information we may disclose is limited to: (a) your identity particulars; (b) the fact you are entering into an agreement with us; (c) the fact that we are a current credit provider to you (if applicable); (d) any payments overdue for more than 60 days that we have taken steps to recover; (e) information that payments are no longer overdue; (f) Information that in our opinion you have committed a serious credit infringement; and (g) dishonoured payments - if a cheque from you for more than \$100 has been dishonoured more than once. This information may be given before, during or after the provision of credit to you.

**19. GENERAL:** **19.1 Notices:** Notices sent to you from us, or from you to us, must be in writing. Notices must be addressed to a party as set out in the Purchaser Quote Form or Tender or Pricing Agreement (or any alternative details notified). Notices must be delivered by pre-paid post, and will be considered to be received on the second business day after the date of posting. **19.2 Electronic Communication.** You agree that we can use electronic means to give information to you. We can decide procedures as to how communication by electronic means will operate and what things can be communicated by electronic means. **19.3 No Assignment:** Unless we give you our prior written consent, you must not transfer, assign or otherwise dispose of any of your rights or obligations under this Agreement. We can assign or novate this Agreement without notice to you to any person that we believe has reasonable commercial and technical capability to perform our obligations under this Agreement. **19.4 Entire Agreement:** This Agreement and all applicable law represent the entire agreement between you and us relating to the matters covered by this Agreement. **19.5 Waiver of Rights.** If we do not enforce any right under this Agreement this must not be construed as a waiver of our rights under this Agreement. **19.6 Governing Law.** This agreement is governed by the laws of the State or territory in which the Property is situated. **19.7 Amendments to this Agreement.** A variation of any term of this Agreement must be in writing and signed by the parties. **19.8 Effect of Invalid Terms.** If any term of the contract is invalid or unenforceable it can be severed from the contract without affecting the enforceability of other contract terms. **19.9 Joint Customers:** Where any entity or party comprises 2 or more persons or If you own the Installation Property together with another person or persons, this agreement binds and is for the benefit of you all jointly and severally.

**20. PERSONAL PROPERTIES SECURITIES ACT 2009 (CTH) ("PPSA"):** The provisions of this Agreement relating to our retention of title until you have made payment in full (clause 5) gives us rights under the PPSA. We have the right to register the security interest created and have other rights under the PPSA.

**21. DEFINITIONS AND INTERPRETATION:** The meanings of the terms used in this Agreement are set out below. **Agreement** means the agreement between you and us, including these terms and conditions and the Customer Quote Form. **Business Day** means any day except a Saturday, Sunday or public holiday in the place which the Property is situated. CER (Clean Energy Regulator) of Australia is an independent statutory authority established in 2012 by the Clean Energy Regulator Act 2011; CER operates as part of the Environmental portfolio. **Customer Quote Form** means the customer quotation or order form or invoice to which these terms and conditions are attached. **Deposit** means the amount you must pay as a deposit, as set out in the Customer Quote Form, **Discounted Purchase Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if we are assigned the Renewable Energy Certificates; **Electricity Grid** means the electricity grid to which the Property is connected; **Estimated Installation**

**Date** means the date on which we estimate installation will take place; **Final Installation Date** means the date defined in clause 12; **Full Purchase Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if we are **not** assigned the Renewable Energy Certificates; **Government Approvals** means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, permit, authority or exemption required under any law or regulations. **GST** means goods and services tax; **Installation** means the services and works required to: (1) conduct pre-installation site inspections at the Installation Property; (2) install the System in accordance with the manufacturer's specifications; (3) test the System to ensure that it is working in accordance with the manufacturer's specifications; and (4) commission the System so that it is operational, in accordance with this Agreement; **Installer** means our contractor or agent who will carry out the installation;. **Manufacturer's Warranties** means the warranties provided by the manufacturer of the System in the manufacturer's brochures provided to you with the Customer Quote Form, or the warranties provided by the manufacturer when if an alternative product is provided in accordance with clause 11; **Property** means the property at which the System will be installed, located at the installation address set out In the Customer Quote Form; **Purchase Price** means the Discounted Purchase Price or the Full Purchase Price, as payable in accordance with this Agreement; **Renewable Energy Certificates** means a 'renewable energy certificate' as defined in the Renewable Energy (Electricity) Act 2000 (Cth) and in respect of any Renewable Energy Certificate to be created from 1 January 2011 means a 'small-scale technology certificate' (STCs) and a 'large-scale generation certificate' (LGCs) as defined in that Act and also includes VEECs (Victorian Energy Efficiency Certificates); **System** means the solar photovoltaic electricity generation system and hot water system that is described in the Customer Quote Form; **We, Us** means Solargain PV Pty Ltd (ACN 132 725 501) also trading as Service My Solar, and Solargain Pty Ltd (ACN 136 092 405) also trading as Same Day Hot Water and Solargain (QLD) Pty Ltd (ACN 152 166 160); **You, Your** means the person, business or company named as the "Customer" on the Customer Quote Form.

## ACKNOWLEDGEMENT

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_