



ADAM BIRD ELECTRICS

REC NO: 17617

General Terms and Conditions for Photovoltaic Solar Panel Installation Contract

Our agreement with you is defined by the Quotation and the Terms and Conditions below and is binding on you. Please read them carefully to ensure that you understand and are prepared to agree to these terms.

Parties

“We”, “Us”, “Company” means Adam Bird Electrics.

“You” means the person who Agreements with us named in the Quotation.

Definitions

“Agreement” means the contracted agreement including the Quotation and Terms and Conditions formed between You and Us in relation to the Installation;

“Completion” means the Installation of the System at the Property and the demonstration to you or agreed parties of the operational availability of the System in accordance with the Quotation, notwithstanding any minor faults which do not affect the operational availability of the system, which are to be corrected as soon as practicable after completion.

“Deposit” means the sum specified in the Quotation as payable upon acceptance;

“Force Majeure Event” means any event outside our control;

“Installation” is the standard installation of the system components and interconnection;

“Liability” means actions, awards, costs or damages, expenses, loss of income, penalties or any other losses direct or indirect;

“System” means the energy system agreed to be installed by Us at your property as detailed in the Quotation;

1. Consent Of Authorising Party

1.1 By acceptance of this quotation, you are confirming that you are the owner or a person authorised to act on behalf of the owner and that any co-owners have consented to the Installation.

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2. Pricing

2.1 The pricing set out in this Quotation is providing to the best of our knowledge as a Standard Installation.

2.2 Should further information in the course of installation reveal that it is a Non-Standard Installation, additional fees may be required and you will be notified of any such cost. This may occur due to requirements for electrical switchboard repairs or

upgrade, issues with integrity of roof or mounting surfaces, unforeseen access difficulties or other such impediments to a Standard Installation.

2.3 If we notify you in writing that the price is being increased you must reply in writing within 4 weeks stating either you accept the increase or that you wish to cancel the Agreement. If you fail to notify us within 4 weeks that you accept the increase in price, this Agreement will be cancelled.

2.4 In the event that this Agreement is cancelled in accordance with this clause your deposit will be returned to you but cancellation will be without further Liability attaching to either party.

2.5 You are advised to contact your electricity retailer to discuss impact of installing solar on your current tariff rates.

3. Payment

3.1 Payment of a deposit is required upon acceptance of this Agreement.

3.2 You may cancel this Agreement within 10 days of signing this Agreement with full refund of this deposit.

3.3 You acknowledge and agree to your obligation for full payment according to the payment terms set out herein.

3.4 You acknowledge that We may be required to obtain goods from interstate or overseas to satisfy the order comprised by this Agreement and as a consequence enter into binding irrevocable undertakings to acquire the goods.

3.5 The deposit is forfeited if this Agreement is terminated due to a default on your part.

3.6 If You fail to pay any amount that is due and payable under this Agreement, We will be entitled to interest on the unpaid amount (both before and after judgment) at the rate applicable to judgment debts together with any costs associated with the collection thereof including, without limitation, any legal costs.

3.7 The Total Price as stated in the Quotation was based on information supplied by you. If either party ascertains that the Information was materially inaccurate to such an extent that additional costs would exceed 5% of the Total Price, then this Agreement may be deemed invalid and result in a revision of the Total Price. Should a revised Agreement be reached, either party may terminate this Agreement by giving 5 days written notice to the other party.

4. Renewable Energy Certificates *

4.1 You authorise us to sign and apply for REC certificates in your name and for Us to trade or receive payment for these RECs on our behalf. A discount is made off the Total Price of the Quotation in respect to the currently offered tradable value of these certificates to arrive at the Total Payable amount.

4.2 You agree to provide all information that is required for REC applications and to sign authorising documents for such certificates.

4.3 If the value of the REC Credit at the time of installation varies from the value shown in the quote by greater than 5%, you acknowledge that the Total Payable Price can be adjusted accordingly to ensure complete payment of the Total Price.

* Renewable Energy Certificates are created when eligible renewable energy generators are installed. These may be created under the STC or LGC scheme and referred to in this way..

5. Authority To Install

5.1 You are responsible for any required local government planning, building, or heritage approvals. The Company accepts no liability for any breach of local planning regulation.

6. Connection Application

6.1 This Agreement may be subject to an approval process with your Electricity Network Provider. You agree to provide any information and approval to enable the Company to make such application on your behalf. In the event that no approval can be obtained to connect to the electricity grid (for a grid-connected system) you have the right to terminate this agreement.

7. Access

7.1 You agree to provide sufficient and appropriate access to Us (and our employees, agents, or Agreementors) as maybe required to effect the Installation.

7.2 You agree to ensure that the Property is kept clear and allow access to enable work to be carried out at all reasonable times including at weekends and on public holidays and to permit, without charge, access to an electricity supply on site.

8. Installation

8.1 We will deliver the System detailed in the Quotation. In alignment with Company policy of continual improvement, we reserve the right to incorporate modifications of a minor or technical nature in the System.

8.2 We undertake to ensure that the System is installed in a good and tradesman like manner, by persons who are duly trained, licensed and registered for the work to be performed, and where applicable accredited for Installation by the Clean Energy Council and other regulatory bodies. We also undertake to ensure components are installed in accordance with any prevailing legislative or regulatory requirements and to the appropriate Australian Standards.

8.3 The estimated date for the Installation will be given upon acceptance of this quote. This date is subject to approvals, delivery of components, weather, and other logistical considerations and is not a condition of this Agreement. However we will use reasonable efforts to work to this timeframe and negotiate any scheduling changes as may be required.

8.4 Following completion of the Installation, you will be asked to sign an acknowledgement that the Installation has been completed and that you have been told how the System operates and informed of the shutdown procedure.

8.5 For any variations to the system design, you will be asked to sign off on such changes prior to installation

8.6 The Company reserve the right to incorporate modifications of a minor or technical nature in the system. In the event of significant changes to system design the consumer must consent to these changes and be offered a full refund..

9. Our Right to Terminate

9.1 The Company may terminate this Agreement if:

You fail to comply with the terms of this Agreement

If you cease to own the Property prior to complete installation

10. Your Right to Terminate

10.1 You may terminate this Agreement if:

- In the event that no approval can be obtained to connect to the electricity grid (for a grid-connected system)
- If there are additional charges beyond the quoted price and you do not agree to the charges (E.g. if switchboard upgrades are required)
- If installation is delayed beyond the expected Installation date and you do not agree to the revised timeframe.

11. Defective Products

11.1 In the unlikely event that the System does not conform to the Quotation, please let us know as soon as possible after completion of the Installation. If the issue cannot be resolved by telephone, we will arrange for a representative to attend your Property to determine any problem with the System on a date agreed between You and Us. If our representative determines that the System is faulty, we will arrange for the System to be repaired or replaced, on a date agreed between you and us, at no additional cost to you.

12. Guarantees

12.1 You will, upon completion of the Installation, be provided with a warranty from the Company to cover products, workmanship and performance of the Installation for 5 years from the date the installation confirmation is signed by you.

12.2 The company commits to undertake any warranty repairs within a reasonable timeframe and endeavours to attend to assess any fault within 7 days of notification.

12.3 The solar modules are additionally supplied with a manufacturer's product warranty and peak power warranty. The warranty terms will be supplied to you at the time of purchase. The Company may, at its discretion offer one of the following remedies in the event of a successful claim against the module performance warranty; 1) to replace the defective module/s 2) refund the percentage of the cost of the module to the customer representing the percentage of the power output less than 80% of the nameplate power rating. The company endeavours to but is not bound by its commitment to rectify any fault within 14 days of notification.

12.4 The repair, replacement or part refund of the system or any component therein does not cause the beginning of new warranty terms.

12.5 This warranty is transferable only when the product remains installed in its original location as noted in the Quotation. You do not need permission from the Company to transfer this warranty but the Company does need to be informed of such transference.

12.6 The company accepts no liability for any loss of revenue from any energy export tariff or other financial mechanism during the period the system is inoperative due to fault or system failure.

12.7 Your rights under consumer law are maintained and this contract in no way diminishes these rights.

13. Liability

13.1 Our liability for breach of any express or implied condition or warranty is limited, to the extent permitted by law, to the repair or replacement of the relevant System or component.

13.2 We make no representations or warranties to you in connection with any System or their installation, except for those warranties set out in this Agreement and those warranties which cannot be excluded from this Agreement.

13.3 To the maximum extent permitted by law, we have no liability to you for breach of this Agreement other than as set out in the preceding paragraph and, in particular, we have no liability to pay any damages or compensation for breach of the Agreement.

14. Events Outside Our Control

14.1 We will not be Liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by a Force Majeure Event.

14.2 Our obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to find a solution by which our obligations under these terms and conditions can be performed despite the Force Majeure Event.

15. Complaints Procedure

While we always aim to provide you with excellent customer service, if you haven't received the service you expected, you have the right to make a complaint.

A complaint means an expression of dissatisfaction made to us in relation to our products or the complaints handling process itself, where you expect a resolution.

Contacting us to request technical support or to report a service issue is not necessarily a complaint. Where it's not clear to us, we'll ask you to confirm that you wish to make a complaint.

During the course of your complaint, we will treat you with fairness and courtesy and will provide a fair and reasonable outcome to all parties involved. Our complaints process is designed to encourage the fast and efficient resolution of your issue at the first point of contact. REC NO: 17617

15.1 Warranty performance or any other grievance can only be settled by sending an email or letter outlining the cause of the claim to the Company.

15.2 All complaints will be recorded and the Company will confirm its receipt of such notice, in writing, including a reference for all subsequent communication. Contact us if you have not received a receipt within 7 days.

15.3 Where required, the Company will send a representative to make an initial inspection within 14 days of receipt of the notice. We aim to resolve all complaints within period of 30 days.

15.4 If our Customer Service team is not able to resolve your complaint in the first instance, your complaint will be escalated to a supervisor or team manager for further assistance. If at any stage of the process, you're not happy with the progress or proposed resolution of a complaint or you want to know more about your options to pursue a complaint further, we will advise you of your option to reasonably request to have your complaint escalated to a supervisor of Customer Relations or your options for external dispute resolution.

15.5 Please lodge any complaint in writing or via email to provide us with an accurate record and address your complaint to Customer Service Compliance Officer at:

Email to:

adam@adambirdelectrics.com.au

Post to:

Adam Bird Electrics, 23 Attunga Drive, Torquay VIC 3228

15.6 External Complaints: If you are not satisfied with our handling of your concerns, you can contact the fair trading or consumer affairs department in your state.

ACT: Office of Regulatory Services

Phone: (02) 6207 3000

NSW: Fair Trading NSW

Phone: 13 32 20

NT: Consumer Affairs

Phone: 1800 019 319

QLD Office of Fair Trading

Phone: 13 74 68

SA: Consumer and Business Services

Phone: 13 18 82

TAS: Consumer Building & Occupational Services

Phone: 1300 654 499

VIC: Consumer Affairs Victoria

Phone: 1300 558 181

WA: Dept of Mines, Industry Regulation & Safety

Phone: 1300 304 054

16. Your Personal Information

16.1 We will request personal information from you for the purposes of fulfilling this Agreement. Such information may be required for connection applications and applications for Renewable Energy Certificates.

16.2 We may be required to disclose this information to Government authorities, REC agents, and Agreementors.

16.3 By accepting this agreement, you consent to the Company collecting, using and disclosing this information as set out in this agreement.

17. System Documentation and Measure of Performance

17.1 Upon Installation completion and commissioning of the System we will provide System Documentation including all relevant information on the System, components and its maintenance.

17.2 The Company commits to advise the owner, upon commissioning of the system, how to measure energy output either through demonstration, written instruction, or through a monitoring solution where included with the system.

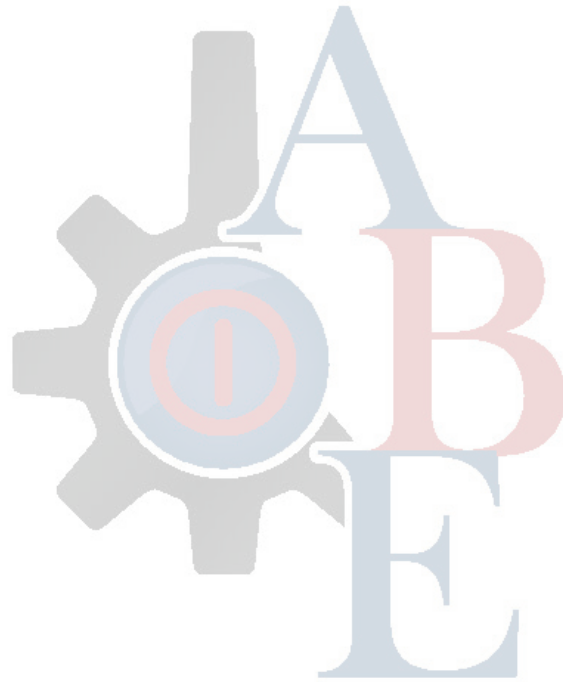
18. CEC Approved Retailer Program Code of Conduct

18.1 The Company is a member of the Clean Energy Council's Approved Retailer Program and must comply with this Code of Conduct.

18.2 Pursuant to this Code, any requirement to provide a document or information in writing can be met in electronic form, or to provide a signature can be met in electronic or verbal form.

19. Governing Law

19.1 This Agreement is governed by the laws of Victoria.



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