

TERMS AND CONDITIONS OF SALE

A. Sale of the system

- a. The Sale Agreement / Sale Contract consists of these Terms and Conditions of Sale in association with the Quote from Green Light Energy Solutions. The client is to make payment, as per the quote and these terms and conditions. Green Light Energy Solutions is to supply and install the products as the quote and these terms and conditions.
- b. The *purchase price* for the Goods and Services is the price set out in the Quote. Unless otherwise expressly stated in the Quote, the Purchase Price is inclusive of GST.
- c. Small-scale Technology Certificates (STCs) are a government financial incentive, not a rebate. These are included in your quote, as a deduction, reducing the amount payable by the client. This is done to provide ease to the client to access the STC's, rather than having to claim them back after installation, at the client's time and risk. Once the sales agreement is in place the STC's become the property of Green Light Energy Solutions.
- d. The terms and conditions are supplied at time of quotation, with the written Quote. The agreement is formed on your verbal or written acceptance of the quote, and this is confirmed with your signing of the sales agreement. Under Australian Consumer Law you have 10 days cooling off period from the initial acceptance of the terms of agreement. This can be waived at your request in writing.
- e. Any variations from the initial sale agreement must be approved by each party's agreement in writing.
- f. A *Site Audit* will be conducted within 2 weeks of the scheduled installation.
 - i. If at the Site Audit Green Light Energy Solutions recommends the installation address is not suitable for the PV solar system then this agreement will there upon be at an end and full deposit will be refunded.
 - ii. If the Site Audit identifies changes to the goods and services identified in the quote, a revised price and quote will be provided to the client, the revised price must be approved by both parties in writing.
- g. Cancellation of the agreement must be made in writing. See the terms and conditions of refunds are detailed in Section B of these Terms and Conditions of Sale.
- h. Green Light Energy Solutions will honour the price quoted for STC's if the STC price drops between the time of signing the sales agreement and installation unless there has been unadvised and unreasonable delays from the client.

B. Termination of Sale Agreement

- a. The Sale Agreement can be terminated at within the 10-day cooling off period, on the provision that the cooling off period has not previously been waived in writing by the client. A full refund of the deposit is applicable.
- b. You may terminate this agreement after 10-day cooling off period and before installation. Under these Green Light Energy Solution reserves the right to retain up to the full deposit amount to cover the cost of services if you withdraw the application after signing the Agreement and the site is deemed suitable for solar installation.
- c. Green Light Energy Solutions may terminate the Sales agreement, due to unreasonable and unexplained delays from the client, preventing installation. Under these circumstances any deposit paid will be retained in full.
- d. If a breach of the Sales Agreement occurs or is likely to occur the effected party shall give to the other party notice of happening of the event and require that any possible cause be remedied or a written understanding to be given that the breach will not occur. If the breach is not remedied or the understanding not given (as the case may be) within 7 days of such notice, this agreement may be immediately terminated at the option of the affected party.

C. Payments and refunds

- a. Payment of the solar system is structured as:
 - 10% Deposit – to be paid within 48 hours of the Agreement being signed
 - Balance of Costs - to be paid within 5 days of installation being completed.
- b. Variations in payment times and values must be requested and approved in writing by both parties in advance of installation.
- c. Refunds are processed as:
 - i. Full refund if the site inspection recommends that the installation site is not suitable for a solar system.
 - ii. Full refund of deposit is made if the client changes their mind within the 10-day cooling off period

- iii. If the client terminates the sales agreement after the 10-day cooling off period, and the premises is deemed suitable for solar, Green Light Energy Solution reserves the right to retain full deposit amount to cover the cost of services.
- d. Refunds are not processed if:
 - i. The client provides unreasonable and unresponsive delays on installation of the system following the signing of the agreement, and after the end of the cooling off period. This does not apply if Green Light Energy Solutions is aware of construction time frames at the time of signing of the agreement. If construction of the premises is satisfactorily completed and delays continue to prevent the installation, then the sale agreement may be terminated, and the deposit may be retained in full.

D. Delivery and installation

- a. Green Light Energy Solutions will give you notice of the proposed installation date. Green Light Energy Solutions will aim to complete installation within 90 days of the signing of the sales agreement/contract.
- b. On the installation date, Green Light Energy Solutions will cause the Installer to supply and install the PV Solar System as detailed in the Sales Agreement and Quote in a good work man like manner, and shall ensure the proper operation of the system.
- c. Meter upgrade/Installation is not supplied as standard, there may be additional costs associated with this service, which is not part of the sales agreement and quoted price.
- d. After installation is completed Green Light Energy Solutions will with your permission, communicate with your electricity retailer, to ensure that they are aware of the installation, and provide them with the necessary paperwork to install a net meter. This action will be conducted by email, with a copy of the email being sent to you, the client.
- e. Upon completion of installation and confirmation that the PV Solar System is generating electricity supply at the conclusion of the installation date, you agree to pay to Green Light Energy solutions the final payment within 5 days, or in accordance with any signed and approved payment plan. The solar system will remain the property of Green Light Energy Solutions until it is paid for in full. Green Light Energy Solutions reserves the right to remove Solar panels, inverters and other parts installed if the payment is failed to be received in the prescribed time-frame.
- f. Following the completion of the installation Green Light Energy Solutions will there upon submit the STC forms for final processing by the STC trading entity chosen by Green Light Energy Solutions and the proceeds from the STC will be paid direct to Green Light Energy Solutions.
- g. The Insurance risk of the PV Solar System passes to you upon installation at the installation address and ownership upon payment by you of the final payment.

E. Accessing premises

- a. You authorise Green Light Energy Solutions (its contractors/employees, agents and/or installer) to have access to the property at times it reasonably requires. This access may include, but is not limited to, site inspections, the signing of required documentation, the delivery and installations of the PV solar system, and connection to the electricity grid.
- b. Green Light Energy Solutions and their installers provide a minimum of 24 hours notification of their attendance. In most cases 7 days' notice will be provided.
- c. You will co-operate as fully as possible to enable site inspections and the installation to proceed at the earliest possible time convenient to Green Light Energy Solutions.

F. System performance, maintenance and STCs

- a. A site-specific system performance analysis will be supplied at the time of quotation of the proposed solar system (on the provision of the current roof structure being accessible from the most recent satellite images available to Green Light Energy Solutions)
- b. Variations to the performance of the PV Solar System may be subject to numerous external factors including roof orientation and pitch, number of hours of direct sunlight, cloud cover and shading from buildings and trees. Where these factors can be evaluated in the initial assessment, they will be included in the site-specific system analysis. The client notes that decreased performance due to any changes in these factors may occur over time, for which Green Light Energy Solutions will not be liable. (For example, trees growing higher over time and providing shade the system)
- c. There is a requirement for you to maintain your solar system.
It is compulsory to have the solar system inspected and maintained by an accredited solar electrician every 2 years to achieve maximum efficiency and best return for your installed solar system.

Green Light Energy Solutions can organise this for you at your request.

- d. Small-scale Technology Certificates (STCs) are a government financial incentive, not a rebate. They are included in your quote, as a deduction, reducing the amount payable by the client. When the sales agreement is signed, the STC's become the property of Green Light Energy Solutions.

G. System Guaranty and Warranty

Green Light Energy Solutions provides 10 years warranty on the components that make up your solar system and/or battery. This warranty comprises of the following warranties.

- a. Warranty Period for 25 Years applies on Panel Performance, minimum of 10 years Panel Product Warranty, depending on the panels chosen by the client, and in accordance with the panel manufacturer's warranty requirements.
- b. Warranty Period 10 Years applies to the Inverter
The warranty is on the provision that the client agrees to purchase an inverter that has a 10-year warranty, or a warranty that is extendable to 10 years, and complete the extension on the warranty in the required time frame, providing Green Light Energy Solutions proof of the warranty extension.
- c. Warranty Period for 10 Years applies to Installation and Workmanship

Green Light Energy Solutions liability for goods and services is limited to making good any defects by repairing the same or at Green Light Energy Solutions option by replacement, within a period not exceeding ten years after the goods have been installed provided that:

- a. Full Component warranties are in place by the client.
- b. Defects have arisen solely from faulty materials or workmanship;
- c. The goods have not received maltreatment, inattention or interference;
- d. Accessories of any kind used by you are manufactured by or approved by Green Light Energy Solutions;
- e. The seals of any kind on the goods remain unbroken; and
- f. The defective parts are promptly returned free of cost to Green Light Energy Solutions.

Green Light Energy Solutions Conditions for warranty include:

- a. Green Light Energy Solutions shall not be liable for and you release Green Light Energy Solutions from any claims in respect of faulty or faulty or defective design of any goods supplied unless such design has been wholly prepared by Green Light Energy Solutions and the responsibility for any claim has been specifically accepted by Green Light Energy Solutions in writing and Green Light Energy Solutions shall not be liable for and you release Green Light Energy Solutions from any claim in respect of loss or damage resulting from incidents involving foil insulation installed and inspected by others.
- b. It is a condition of Warranty that the solar system is cleaned every 24 months by a CEC qualified Solar Electrician/Installer.

Green Light Energy Solutions Exclusions for warranty are:

- a. repaired breaks or any joins to sensor wire or any damage caused to sensor wire; your existing electrical installation, wiring or fuse box;
 - b. normal fair wear and tear or system consumables;
 - c. any malicious damage or abuse or damage caused by insects, vermin, animals or pests; corrosion, oxidization, discolouration by mould, or the like;
 - d. damage caused by 'Acts of God', weather, improper voltage or power surges, accidents or other acts beyond our reasonable control;
 - e. any damage to your property caused by the solar power system or battery system failing or breaking; any alterations to your property which are a necessary consequence of the provision of our services;
 - f. any damage caused by an unskilled, unqualified or inexperienced person working on (including cleaning, repairing or altering) the solar power system or battery system at any time;
 - g. damage caused by your failure to carry out reasonable (every 2 years) maintenance on the solar power system or battery system or its surrounds in accordance with the documents provided to you by Green Light Energy Solutions;
- or

- h. any damage or loss of any kind that was not reasonably foreseeable or that could not have been expected to result from a failure to comply with the Components Warranty and/or the Installation Warranty.

H. Complaints

- a. Any complaints are to be issued in writing to Green Light Energy Solutions. Green Light Energy solutions endeavour to respond to the initial complaint in writing within 1-2 working days, with a written identification of the process of resolving the complaint, if the cause of the complaint cannot be resolved immediately
- b. Should complaints fail to be resolved in a timely manner the client can forward the complaint to Department of Fair trading.
- c. If the complaint is regarding Green Light Energy Solution failing to comply with the Clean Energy Council Code of Practice, clients are requested to submit a complaint to Green Light Energy Solutions and to the Clean Energy Council.

I. Privacy

- a. Green Light Energy Solutions will endeavour to comply with the *Privacy Act 1988*.
- b. Green Light Energy Solutions will only ask you for personal information is required to complete its obligations for the accurate completion of documentation for the installation, network connection to the electricity grid and in regard to claiming the STC's.
- c. You agree to provide Green Light Energy Solution with the personal information to complete the above.
- d. Green Light Energy Solutions will provide your information to the contractors, employees and installers only so far as to effectively perform their role.
- e. Green Light Energy Solutions will provide your information on your behalf to the relevant bodies for connecting your PV Solar System to the grid, processing of your STC's and if asked, your electricity retailer.
- f. You may access the personal Information we have collected from you with a request in writing.
- g. Unless otherwise agreed with you, Green Light Energy Solutions will not provide your personal information to any third parties other than those mentioned above.
- h. Green Light Energy Solutions will not sell your personal Information in any circumstances what so ever.

J. Clean Energy Council

- a. Green Light Energy Solutions will abide by the Code of Conduct as set out be the Clean Energy Council.