

## TERMS AND CONDITIONS OF SALE

### SALE OF THE SYSTEM:

- 1.1 The Agreement consists of the Terms and Conditions of Sale, the Quote, the System Warranty and Performance Guarantee from Greenlight Energy Solutions. The Customer is to make payment as per the quote and these terms and conditions.
- 1.2 Greenlight Energy Solutions agrees to supply and install the products at the premises, which the Customer has selected as per the Quote and subject to these terms and conditions set out in this Agreement.
- 1.3 The Agreement exists between Greenlight Energy Solutions and the Customer, once both the parties properly execute the Quote page.
- 1.4 The terms and conditions are supplied to the Customer at the time of quote, with a written quote. The Agreement is formed on the Customer's verbal or written acceptance of the quote, and this is confirmed, once the Customer accepts and signs the Agreement. Equivalent methods of legal Agreement other than signing the Agreement in person are also permitted for example, electronic acceptance through email.
- 1.5 This Agreement is subject to a cooling off period of 10 business days from the initial acceptance of these terms and conditions of the Agreement. The cooling off period can be waived at the request of the Customer in writing. The Customer is entitled to full refund of the deposit, if the Agreement is terminated within the cooling off period.
- 1.6 Any variation from the initial Agreement must be approved by each party in writing.
- 1.7 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.
- 1.8 The Purchase Price depends on the inspection of your premises and upon our quality assurance processes.
- 1.9 Cancellation of the agreement must be made in writing and conditions of refunds are detailed in paragraph 7 of this terms and conditions of sale. Under the Agreement, Greenlight Energy Solutions agree to comply with the CEC Solar PV Retailer Code.

### 2. SMALL SCALE TECHNOLOGY CERTIFICATES ("STCs"):

- 2.1 The Renewable Energy (Electricity) Act 2000 allows owners of eligible solar power systems to create Small Scale Technology Certificate or to assign their right to create STCs to persons registered with the Office of the Renewable Energy Regulator. STCs are financial incentives provided by the Government and not a rebate, and the Customers will not qualify for any government based financial recompense at the completion of the STC creation process. These are included in quote, as a deduction, reducing the amount payable by the Customer. Once the Agreement is signed, the STC's become the property of Greenlight Energy Solutions.
- 2.2 The Customer assigns their right to create STCs in respect of the System to Greenlight Energy Solutions.
  - 2.2.1 The Customer will receive a point of sale discount on the price payable by the Customer, which will be detailed on the Quote; and
  - 2.2.2 The Customer agrees to complete all such prescribed forms and perform all such actions to give effect to the assignment of STCs to Greenlight Energy Solutions or its nominated agent.
- 2.3 The overall sale price is dependent on the Renewable Energy Credit's value. Current Australian Government policy allows STCs to be created for each megawatt-hour of eligible renewable energy generated or deemed to have been generated by certain systems that generate electricity including the products purchased under this Agreement. STCs are traded on an open market and the price of STCs varies from time to time.
- 2.4 If there is any change in the Renewable Energy Target Program, Greenlight Energy Solutions reserves the right to adjust the price according to the fluctuation of the STCs multiplier after notifying the Customer.

### 3. SITE INSPECTION AND ACCESSING PREMISES:

- 3.1 The Customer expressly warrants that the premises are suitable for the installation of the system. Greenlight Energy Solutions will conduct a site inspection of the premises to confirm OHS standards, installation charges, and site accessibility and any other matters relating to the installation of the system within 2 weeks of signing the Agreement/agreeing on the quote verbally;
  - 3.1.1 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.
  - 3.1.2 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 Customer, the revised price must be approved by both parties in writing.
- 3.2 Cancellation of the agreement under clause 3.1.2 must also be made in writing and the refund policy as per clause 7.4 applies.
- 3.3 The Customer grants permission to Greenlight Energy Solutions, their employees, contractors, sub-contractors and/or agents to enter the premises, where the systems are proposed to be installed and commissioned, at any reasonable time. This access may include, but is not limited to, site inspection, the signing of required documentation, the delivery, installations of the PV

solar system and connection to the electricity grid. The Customer agrees to make themselves available at the property for such site inspections or installation.

- 3.4 If the Customer fails to provide the information advised to them and required by us, within the time limit provided, we may in our absolute discretion arrange for an accredited contractor to attend the premises prior to the scheduled installation date to carry out an inspection in order to obtain the required information at no additional cost.
- 3.5 If it is determined that, due to access constraints, specialist equipment such as a cherry picker or scissor lift will be required for a contractor to perform the Services, we will advise you of the additional costs, which we estimate to be approximately \$1,000 per day. You may either accept the additional costs or cancel the Agreement. If you cancel the Agreement clause 7.4 will apply.
- 3.6 Our inspection does not relieve the Customer from their responsibility with regard to the representations made by the Customer about the suitability of the premises for installation.
- 3.7 Greenlight Energy Solutions and their installers will provide a minimum of 48 hours notification of their attendance.
- 3.8 If the Customer or their representative is not at the Premises on the notified scheduled installation date then:
  - 3.8.1 The contractor may perform the Services, using their reasonable judgement and experience in determining where to position the Goods. In such circumstances, you will not have any claim in relation to how the contractor has positioned the Goods at the Premises; or
  - 3.8.2 We may arrange with you to have the Services performed on a different agreeable date, at no extra cost provided the Customer is willing to perform the contract within a reasonable period of 30 days from the date the installation originally scheduled.
- 3.9 The Customer acknowledges that during the performance of our Services electricity and other services at their premises may be switched off and that the Customers are responsible for ensuring that this does not have any adverse effects on any critical equipment or processes, including life support or other medical equipment. We do not accept any responsibility or liability for any loss or damage suffered by the Customer as a result of electricity and other services being switched off at their premises in connection with the performance of our Services.
- 3.10 The Customer acknowledges that they will extend their fullest co-operation to enable the site inspections and installation to proceed at the earliest possible time convenient to Greenlight Energy Solutions.

#### **4 INSTALLATION:**

- 4.1 The Customer authorise Greenlight Energy Solutions (and its employees, agents, sub-contractors or contractors) to install the system at their premises, which the Customer has selected
- 4.2 Greenlight Energy Solutions will give you notice of the proposed installation date and will aim to complete installation within 90 days of signing of this Agreement after the approval to connect to the electricity network has been provided by your DNSP. Greenlight Energy Solutions will advise update the Customer about the situation if for any reason they are unable to meet the timeframe of 90 days. The Customer is eligible for full refund of deposit paid, if the estimated delivery time frame of 90 days is not met by Greenlight Energy Solutions or if the customer has not mutually agreed to a revised time frame of more than 90 days if any, proposed by Greenlight Energy Solutions.
- 4.3 The Customer acknowledges that Greenlight Energy Solutions will assist to obtain grid connection approval for the Goods. However, it is still the Customer's responsibility to ensure that they have this approval from their DNSP. You also acknowledge that your DNSP is not obliged to issue any such approvals and will only do so in accordance with relevant laws, codes and other requirements.
- 4.4 The Customer agrees to execute the necessary documents requested by the Greenlight Energy Solutions for the purpose of installation of the system and to connect the system to the electricity grid.
- 4.5 On the installation date, Green Light Energy Solutions will arrange for 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.
- 4.6 Greenlight Energy Solutions will ensure that the Goods are installed by competent, trained, registered, accredited and insured installers.
- 4.7 Greenlight Energy Solutions may need to change the Customer's installation date in the following circumstances:
  - 4.7.1 where there is a shortage of stock availability;
  - 4.7.2 where there is a shortage of installer availability;
  - 4.7.3 where there is inclement weather; or where the nature of the Customer's residential property results in unanticipated installation factors or requires additional equipment necessary to install the System;
  - 4.7.4 Meter upgrade /installation is not supplied as standard, there may be additional costs associated with this service, which is not part of this Agreement and Quote.

#### **5 WORKS OUTSIDE SCOPE OF THE AGREEMENT:**

- 5.1 The Customer acknowledges that they may incur additional installation charges depending on the special nature of the premises and/or any change at the premises post inspection of the site, which may increase the installation cost. This includes, but is not limited to the terracotta tiling, electricity meter boxes, and engineering issues.
- 5.2 Unless expressly mentioned otherwise in the Quote:

- 5.2.1 any costs payable to your DNSP, including costs associated with required changes to the Goods, the premises or the meter box, and charges relating to connection applications and the like; and
- 5.2.2 electricity meter changeovers, meter-board upgrades, trenching works and electrical inspections associated with the Goods and Services are excluded from the Purchase Price and do not form part of the Agreement. These services will not be performed by us or on our behalf. Where these services are performed by third parties, you will be billed separately for these services by the third parties who perform these services.
- 5.3 The Customer acknowledges that Greenlight Energy Solutions bears no responsibility or liability for their Feed-in –Tariff, as it is administered by the relevant Government body. Any information provided by us regarding the applicability of any feed in tariffs is based on our understanding of the Customer current situation and based on the current information that has been provided to us by electricity retailers and State governments. We strongly recommend that you personally contact your electricity retailer for advice about the exact feed in tariffs that might apply to your situation.
- 5.4 The Customer acknowledges that the Customer is responsible for applying and obtaining any other approvals or consents which are required in respect of the installation of the Solar PV system in their premises.
- 5.5 The Customer acknowledges that they will apply for the approval mentioned in clause 5.4 as soon as possible.
- 5.6 If Greenlight Energy Solutions determines the relevant applicable charges as mentioned in paragraph 5.1 and 5.2, the Customer will be advised about the amended price that includes the relevant charges by notice in writing. 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.

## **6 PAYMENT PLAN AND INSTALLATION CHARGES:**

- 6.1 Finance options are available through independent third parties. The Customer needs to enter into a separate loan Agreement with the finance provider subject to finance approval under standard lending / credit assessment criteria. Greenlight Energy Solutions is not a party to the loan Agreement and bears no responsibility or liability on the outcome of the assessments. A minimum deposit of 10% is payable when ordering the system.
- 6.2 Greenlight Energy Solutions requires a payment for the solar system to be installed as follows:
  - 6.2.1 10% deposit to be paid within 2 days of signing of the Agreement;
  - 6.2.2 Balance of the amount to be paid within 5 business days of the installation being completed.
- 6.3 Variations in payment method, times and values must be requested and approved in writing by both parties before signing the Agreement.
- 6.4 Upon completion of installation and confirmation that the 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 business days, or in accordance with any signed and approved payment plan. The solar system will remain the property of Green Light Energy Solutions until the balance of the Purchase Price 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.
- 6.5 Refunds are processed as:
  - 6.5.1 If the site inspection recommends that the installation site is not suitable for a solar system, The Customer is entitled to full refund of deposit paid.
  - 6.5.2 If the Customer terminates the Agreement after the 10 business day cooling off period, and the premises is deemed suitable for installation of the solar system, Greenlight Energy Solutions shall charge a cancellation fee of \$250.00 and the remaining amount of deposit will be refunded to the Customer.
- 6.6 If the Customer defaults to pay any amount that are due and payable under this Agreement, Greenlight Energy Solutions reserves the right to charge interest on any overdue payment at a rate of 8% per annum calculated on a daily basis until the amount is paid in full.
- 6.7 The Customer acknowledges and agrees that If they fail to pay the Purchase Price within 5 business days after the installation, Greenlight Energy Solutions will send two or more written notices (without prejudice to any other rights or remedies that we may have). If the Customer fails to respond for the notices and further the default continues, Greenlight Energy Solutions may proceed with any of the below:
  - 6.7.1. Lodge a default on your credit history file;
  - 6.7.2. Engage a debt collection agency to pursue the outstanding debt on our behalf, as well as any other costs, expenses or losses incurred by us as a result of your failure to pay including the costs of the debt collection agency; and/or
  - 6.7.3. Commence legal proceedings in order to recover any debt owed by the Customer and our fees and expenses in bringing legal proceedings against the Customer or their representative, including administration and legal fees.

## **7 CANCELLATION AND REFUND:**

- 7.1 This Agreement is subject to a cooling off period of 10 business days. During the cooling off period, the Customer may rescind this agreement by serving a notice to Greenlight Energy Solutions. The notice must be in writing and delivered to Greenlight Energy Solutions, either in person or by pre-paid post to registered address of Greenlight Energy Solutions and the Customer is entitled for a full refund of the deposit paid.
- 7.2 Any Cancellation of order made after the cooling off period, Greenlight Energy Solutions will charge \$250.00 or \$500.00 as an administrative charge as per clause 7.5 or 7.6 and will refund the balance of deposit to the Customer.

- 7.3 Either party may cancel the Agreement, if the other party materially breaches the terms of the Agreement.
- 7.4 Cancellation by the Customer:
- 7.4.1 The Customer may cancel the agreement if, significant changes are required to the PV system design which may affect the system performance estimate. The Customer may accept the changes or cancel the agreement, if they cancel the agreement we will refund in full all amounts paid by them up to and including the date of cancellation.
- 7.4.2 The Customer may also cancel the Agreement, if the Purchase Price varies as the result of the quality assurance processes or inspection of the premises and the Customer is not willing to proceed with the Agreement due to changes in the Purchase Price, then Greenlight Energy Solutions will refund in full all amounts paid by the Customer.
- 7.4.3 The Customer may cancel the Agreement and are eligible to full refund of the deposit paid, if the estimated delivery time frame of 90 days is not met by Greenlight Energy Solutions or if any proposal for extension of time for delivery made by Greenlight Energy Solutions is not mutually agreed by the Customer.
- 7.5 Cancellation by Greenlight Energy Solutions:
- 7.5.1 We may cancel the Agreement if we are of the opinion that, due to conditions at the Premises, the Services cannot be performed safely or cannot be performed for the Purchase Price. If we cancel the Agreement in these circumstances, the Customer is entitled to full refund of the deposit paid.
- 7.5.2 We may cancel the Agreement in accordance with clause 3.8.2, if the Customer or their representative is not at the premises on the scheduled installation date or on the agreed date which is 30 days from the scheduled installation date. If we cancel the Agreement in these circumstances Greenlight Energy solutions will charge a sum of \$500.00 as the cancellation charge and will refund the balance of deposit paid to the Customer; or
- 7.5.3 We may cancel the Agreement if, through no fault of ours, if the Customers are unable or unwilling to proceed with the installation of the Goods for a period of more than 120 days after the date on which the Agreement was entered.
- 7.5.4 If we cancel the Agreement as per clause 7.5.3, we will refund the deposit amount paid by the Customer less \$500 as a cancellation fee which will be due and payable by you to us.
- 7.6 If you cancel the Agreement within 48 hours of the scheduled installation date or on the day of installation at no fault of Greenlight Energy Solutions, we reserve the right to deduct \$500.00 as the reasonable expenses incurred by Greenlight Energy Solutions for preparing for installation. The balance of deposit after the deduction will be refundable to the Customer.
- 7.7 If you choose to cancel the Agreement pursuant to this clause 7, you must notify us of your decision to cancel the Agreement before the Goods have been installed in order for the cancellation to take effect.
- 7.8 We will refund any amounts due to you in accordance with this clause 7 within 30 days of the date of cancellation.

## **8 GRID CONNECTION APPROVAL:**

- 8.1 Greenlight Energy solutions will apply for the approval of Grid connection on your behalf.
- 8.2 Greenlight Energy Solution Warrants that it will endeavour its best to make an application for the approval within 14 days of the customer signing the agreement.
- 8.3 Greenlight Energy solutions will provide you an update with respect to the approval and will also endeavour to respond to the any information or requests from the distributor within the reasonable time frame which will not exceed no more than 7 business days.
- 8.4 Greenlight Energy solutions acknowledges that this sale agreement is subject to the Grid connection approval being granted.
- 8.5 The Customer is entitled to full refund of the deposit if the Grid connection approval is not being granted.

## **9 OWNERSHIP AND RISK:**

- 9.1 Ownership of the Goods will pass to the Customer only upon payment of full purchase price of the Goods and any other amounts due or owed by the Customer to Greenlight Energy Solutions under this Agreement.
- 9.2 Risk in the Goods will pass to the Customer when that Goods are delivered and / or installed at the premises and the Customer hereby agree to indemnify Greenlight Energy Solutions against all losses and damage it suffers as a consequence of any and all losses that are consequent upon such delivery and installation.
- 9.3 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.
- 9.4 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.
- 9.5 Greenlight Energy Solutions accepts no responsibility for insurance or insurance risk of the system upon installation. It is the responsibility of the Customer to ensure that their property insurance adequately covers their solar system installed.
- 9.6 The Goods will remain as the property of the Greenlight Energy Solutions until the purchase price is paid in full.
- 9.7 Until the Customer pays the full purchase price, the Customer will be the custodian of the Goods. The Customer will be held liable for any loss to Goods arising during that period.
- 9.8 The Customer must adhere to the below mentioned paragraphs with respect to the Goods in their custody:
- 9.8.1 The Customer must keep the Goods in their possession in good condition and protect them from any damage.

- 9.8.2 The Goods must be kept in a location appropriate to the nature of the Goods, separately and marked clearly so that the Goods are easily identifiable as Greenlight Energy Solution's property.
- 9.8.3 The Customer must notify Greenlight Energy Solutions prior to change in location of the Goods, if any.
- 9.8.4 The Customer must under no condition sell, assign, change, pledge, lien or create encumbrance in relation to the Goods.
- 9.8.5 If the Purchase Price as per the Agreement is not received on or before due date by Greenlight Energy Solutions, Greenlight Energy Solutions may require the Customer to deliver the Goods back to them. The cost of delivering the Goods back to Greenlight Energy Solutions must be borne by the Customer.
- 9.8.6 A notice of 48 hours will be given to the Customer for returning the Goods to Greenlight Energy Solutions. If Goods are not returned within 48 hours, the Customer allows Greenlight Energy Solutions to enter their premises to take possession of the Goods.

## **10 STATUTORY WARRANTIES:**

- 10.1 To the extent required by the Applicable Domestic Building Legislation of the respective states, we warrant that.
  - 10.1.1 The work under this Agreement will be carried out in an appropriate and skilful way, with reasonable care and skill and in a proper workmanship manner.
  - 10.1.2 If and when any System is installed, the Installation Sub-Contractor will use their best endeavours to install that System in a position that is likely to maximise the performance of that System.
  - 10.1.3 If the Purchase Price exceeds \$20,000.00, Greenlight Energy Solutions provides an insurance certificate under the Home Building Compensation Scheme as per the prescribed guidelines of the applicable legislation of the State of NSW.

## **11 SYSTEM WARRANTY AND LIABILITY:**

- 11.1 The System warranties are outlined in our System Warranty document attached with this Agreement and respective Product Specification brochures are available from Greenlight Energy Solutions and will be provided to the Customer.
- 11.2 Greenlight Energy Solutions provides an installation warranty for a period of 10 Year from date of installation and workmanship warranty for a period of 10 years from the date of installation.
- 11.3 Warranty period of 25 years applies on Panel performance, minimum of 10 years of Panel product warranty, depending on the panels chosen by the Customer.
- 11.4 Warranty period of 10 years applies to the inverter provided the Customer choses an inverter that has a 10 year warranty period.
- 11.5 Greenlight Energy Solutions will provide you with the maintenance documents.
- 11.6 In the event of a "force majeure" event, Greenlight Energy Solutions shall be entitled either to rescind the Agreement (without being liable for damages) or to extend delivery or time for performance by a reasonable period of not less than the duration of such event and all liabilities under the Agreement, including liability for damage whether specified or otherwise, shall be modified or adjusted accordingly.
- 11.7 Greenlight Energy Solutions will not be held liable for any damage to the solar system caused by fire, flood, storms or other accidents. Greenlight Energy Solutions will have no responsibility or liability for any damage or injury to persons or property, for economic loss, or for any other loss resulting from any cause whatsoever arising out of or related to the Goods, including but not limited to, any defects in the Goods or from the use or installation of the Goods.
- 11.8 Any damage to the Customers property caused by the solar power system or battery system failing or breaking;  
Any alterations to the Customers property which are a necessary consequence of the provision of our services for which, Greenlight Energy Solutions is not held liable.
- 11.9 Service calls will be carried out on the following conditions:
  - 11.9.1 Forty-eight hours minimum notice time for any non-emergency service call after which Greenlight Energy Solutions will arrange a time and date for a service call;
  - 11.9.2 Service calls are generally carried out during normal working hours only (9.30am – 5.00pm Monday to Friday);
  - 11.9.3 A minimum service charge of \$180.00 per hour plus the cost of all parts and all travel and transport costs is payable for all service calls. For service calls after hours, an additional service charge of not less than \$100 is applicable;
  - 11.9.4 Where a service call is carried out for a problem with the Goods and Services, which is covered by a warranty, or a consumer guarantee under the ACL, the Customer will not incur any service charges as referred in clause 11.9.3.
  - 11.9.5 Where a service call is carried out which is not covered by a warranty or a consumer guarantee under the ACL, or where there is otherwise no problem with the Goods or Services, you will be charged the service charges referred to in clause 11.9.3.

## **12 EXCLUSION OF WARRANTIES:**

- 12.1 The warranties will not apply to the Goods, that are excluded from warranty or that have been subject to;
  - 12.1.1 Tampering, misuse, abuse, neglect or accident;
  - 12.1.2 Alteration, improper alteration or reinstallation by the Customer or any other person;
  - 12.1.3 Non-observance with use and maintenance instructions; Repair, modification or repositioning by anyone other than a service technician approved by us in writing;

- 12.1.4 Power failure, power surge, lightning, flood, fire, accidental breakage or other events outside of Our control;
- 12.1.5 The type or serial number of any part of the Goods being altered, removed or made illegible
- 12.1.6 Any malicious damage or abuse or damage caused by insects, vermin, animals, birds or pests; corrosion, oxidization, discolouration by mould or like;
- 12.1.7 Damages caused by 'Act of God', weather, improper voltage or power surges, accidents or other acts beyond reasonable control;
- 12.1.8 Any damage to the Customers property caused by the solar power system or battery system failing or breaking; any alterations to the Customers property which are a necessary consequence of the provision of our services;
- 12.1.9 Damage caused by the failure of the Customer to carry out reasonable maintenance on the solar power system or battery system or its surrounds in accordance with the documents provided to the Customer by Greenlight Energy Solutions or any damage or loss of any kind foreseeable or that could not have been expected to result from a failure to comply with the components warranty and/or the Installation warranty.

### **13 PERFORMANCE GUARANTEE AND ELECTRICITY TARIFF RATES:**

- 13.1 For solar electricity, the performance of a System is subject 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.
- 13.2 Generally, the Estimated yield is affected by number of other factors such a weather patterns and it relates to the first year performance of the installed system which is based on a 15 year set of irradiation and temperature data. We guarantee that the energy output of your Greenlight Energy Solutions will meet the Estimated Yield in the first year after installation; and 90% of the Estimated Yield in the second, third, fourth and fifth years after installation, subject to the Shading factors and site conditions.
- 13.3 Any complaints with respect to the Performance Guarantee can be raised to Greenlight Energy Solutions as per the procedure mentioned in the Performance guarantee document which forms the part of the Agreement.
- 13.4 The electricity tariff rates may change due to the installation of the Solar PV system. The Customer are advised to contact their electricity retailer regarding their queries towards tariff rates.

### **14 TERMINATION OF THE AGREEMENT:**

- 14.1 If Greenlight Energy Solutions terminates this Agreement due to failure of the Customer to adhere with any of terms of this Agreement, The Customer agrees to pay any cost associated with the removal of the Goods from the premises and/or any other place including any consequential damage and costs associated with recovering possession of the Goods, if any (including, but without limitation, legal costs).
- 14.2 If the Customer elects to terminate this Agreement after the cooling off period, other than in accordance with paragraph 7.1, at any time prior to Greenlight Energy Solutions ordering the Goods from a supplier and installation of the Goods at the premises, in which case the Customer agrees to forfeit the deposit and any amount paid to Greenlight Energy Solutions.
- 14.3 Greenlight Energy Solutions may terminate this Agreement in the event that the Customer fail to comply with any term of this Agreement or any of the documents annexed with this agreement.
- 14.4 If this Agreement is terminated by the Customer before Greenlight Energy Solutions has received payment in full of the Purchase Price for the Goods, then Greenlight Energy Solutions will be entitled to:
  - 14.4.1 Remove the Goods from the premises or from any other place that the Customer have relocated them to, or authorised them to be relocated to place specified by Greenlight Energy Solutions.
  - 14.4.2 Enter onto the Premises, or any property where the Goods have been relocated for the purposes stated above.
  - 14.4.3 Undertake any works necessary to remove the Goods.
  - 14.4.4 Forfeit the deposit paid and the Customer will incur additional charges including, but not limited to legal costs

### **15 THE CUSTOMER ACKNOWLEDGEMENT:**

- 15.1 The Customer acknowledges that the Goods received will be reasonably fit for purpose as per manufacturer's specifications and the Consumer Goods Act.
- 15.2 Installation of the Goods will be carried out as per the relevant Electrical installation standards. The Customer acknowledges that, unless otherwise agreed in writing, all intellectual property rights attached to the Goods or Services are/and will remain the property of the Greenlight Energy Solutions (or its supplier, where such rights are owned by that supplier).
- 15.3 The Customer affirms they have read, understood and agree to these terms and conditions.
- 15.4 The Customer warrants and represents that:
  - 15.4.1 The Customer is/are the owner of the premises and agrees to produce any evidence of ownership upon request by Greenlight Energy Solutions.
  - 15.4.2 The Customer have procured the owner's express consent to these terms;
  - 15.4.3 The Customer have obtained all consents and approvals required for the Installation to install the System at the installation premises; and
- 15.5 The roof of the premises is structurally sound to accommodate the load of the System, including the base and frame

- 15.6 The Customer affirms that all information provided to Greenlight Energy Solutions, is true and accurate. Any false or incorrect information provided to Greenlight Energy Solutions, which leads to any losses or damages, may be indemnified at The Customer's expense.
- 15.7 The Customer acknowledges that system performance fluctuates with varying environmental conditions and system performance is affected by shading caused by nearby structures or objects. The Customer acknowledges that the calculated System power generation is an approximate estimation only.
- 15.8 The Customer acknowledges to maintain the system in accordance with the maintenance document provided with these terms and conditions.

## **16 COMPLAINTS:**

- 16.1 All complaints must be issued either in writing/ or by calling Greenlight Energy Solutions on our number provided in the quote. Greenlight Energy Solutions endeavour to respond to the initial complaint made in writing/Verbally within 14 days with the written identification process of resolving the complaint as per the complaint handling procedure document provided with this Agreement.
- 16.2 Greenlight Energy Solutions will handle your complaint in accordance with the standard complaints procedure as provided in our complaint handling procedure document.
- 16.3 If Greenlight Energy Solutions fails to resolve the complaint within 14 days from the date of the written identification process or the Customer is not satisfied with the outcome of the complaint, the Customer can forward the complaint to the Department of Fair trading of NSW and their contact number is 13 32 20.
- 16.4 Any non-compliance of the CEC code of Practice by Greenlight Energy Solutions, The Customer can submit a complaint to Greenlight Energy Solutions and CEC.

## **17 PRIVACY:**

- 17.1 Greenlight Energy Solutions will endeavour to comply with the *Privacy act 1988* and *the Spam Act 2003(Cth)*.
- 17.2 Greenlight Energy Solutions will only ask the personal information of the Customers to complete its obligations for the accurate completion of documentation for the installation, network connection to the electricity grid and in regard to claiming STC's.
- 17.3 The Customer agrees to provide Greenlight Energy Solutions with personal information to complete the details mentioned in clause 17.2.
- 17.4 The Customer acknowledges and agrees that Greenlight Energy Solutions can provide the Customer information to the contractors, sub-contractors, employees, installers, Government Authorities, STC trading partners, relevant bodies for connecting the Customer's PV solar system to the grid and processing of the Customer STC's, electricity retailer or as authorised by law.
- 17.5 The Customer acknowledges that the information about them is being shared by Greenlight Energy Solutions in order to effectively perform their role.
- 17.6 The Customer can access their personal information collected by us by a request in writing along with your identification to satisfy the verification of identity to ensure that person requesting the information is the same person to whom the information relates.
- 17.7 The Customer can send a request to delete some of your personal information unless until we need to keep it for legal, auditing or internal risk management reasons.
- 17.8 Unless otherwise agreed with the Customer, Greenlight Energy Solutions will not provide the personal information collected to any third parties other than those mentioned in paragraph 16.4.
- 17.9 By accepting this agreement, the Customer consents to Greenlight Energy Solutions collecting, using and disclosing the Customer information as set out in this Agreement.
- 17.10 We adopt appropriate storage and security measures while collecting the data to protect the data against unauthorised access, disclosure and access.

## **18 BATTERY PURCHASES:**

- 18.1 Any recommendation we have made regarding the battery size and the solar system based on the information provide by you about your electricity consumption. Should your electricity consumption changes the performance of the battery may also be affected.
- 18.2 Any backup functionality of your battery will be limited to the available stored capacity within your battery at the time that backup power is required. The amount of power available will vary based on a range of factors, including the time of the power outage, the weather conditions in the days preceding the outage and the age of the battery
- 18.3 Battery backup functionality must not be relied upon to power any critical equipment or processes, such as life sustaining critical loads, medical equipment or high current consumption devices. We do not accept any responsibility or liability for any loss or damage suffered by you as a result of you so relying on any battery backup functionality.
- 18.4 You acknowledge that your battery warranty requires you to maintain a constant stable and compatible internet connection and that it is your responsibility to do so

## 19 CLEAN ENERGY COUNCIL:

19.1 Greenlight Energy Solutions will abide by the Code of Conduct as set out by the Clean Energy Council.

## 20 AUSTRALIAN CONSUMER LAW GUARANTEES AND REMEDIES:

- 20.1 All our Goods come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). You are entitled to a replacement or refund for a major failure and 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 as under ACL. For further information please refer to website [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or [www.accc.gov.au](http://www.accc.gov.au)
- 20.2 Greenlight Energy Solutions will not be held liable for any personal injury or any loss/damage of any kind to you which was not reasonably foreseeable or that is not expected to result from the circumstances arising out of the clause 20.1

## 21 JURISDICTION:

- 21.1 This Agreement sets out the entire agreement between the Customer and Greenlight Energy Solutions. To the extent permitted by law, all implied terms are excluded.
- 21.2 In this Agreement, references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute as in force from time to time.
- 21.2.1 This Agreement is deemed to have been made in relevant State of NSW where the Customer and their installation premises are located and shall be interpreted in accordance with the relevant legislation of State of NSW. All parties agree to submit to the exclusive jurisdiction of the courts of the NSW in which the installation address is located.
- 21.2.2 The parties have to exhaust the options mentioned in paragraph 16.1 before proceeding with paragraph 16.3

## 22 SEVERABILITY:

- 22.2 In the event of any clause or a part of clause of this Agreement being deemed invalid, illegal or unlawful or otherwise being incapable of enforcement, that clause or part of a clause shall be deemed to be severed from this Agreement but all other clauses in this Agreement shall remain in force and be valid and fully enforceable.
- 22.3 Headings are inserted for easy reference and convenience only.

## 23 DEFINITIONS AND INTERPRETATION:

In this Agreement unless otherwise indicated by context:

- "The Customer or Buyer" means the person or legal entity identified in the Greenlight Energy Solution's Quote.
- "Agreement" means a written / verbal Agreement made between The Customer and the Greenlight Energy Solutions for The Customer to purchase, and the Greenlight Energy Solutions to supply, Goods and Services in accordance with these Terms and Conditions. It also comprises the Details Section, the Installation and System Ready Brochure (if applicable), the Installation Conditions (if applicable), System warranty, Complaint procedure and the Important Documents referred on our website.
- "Agreement Terms" means this document.
- "The Customer" means the person or legal entity identified in the Greenlight Energy Solution's Quote.
- "Completion" is date when the Goods are installed at the Premises
- "CEC" means Clean Energy Council.
- "Cooling Off period" means The Customer right to withdraw from this Agreement under the Applicable building legislation of the respective State/Territory and is 10 business days.
- "Deposit" means the amount as specified as deposit in the quote.
- "DNSP" means Distributed Network Service Provider.
- "Electricity retailer" An entity that delivers and sells electricity directly to the end-use The Customer.
- "Goods/ System" refers to the entire arrangements, including the Photo voltaic modules and all other equipment's required to make it work including inverters and components. Goods, System, PV system and Solar system are treated as Synonyms for the purpose of this terms and conditions only.
- "Goods & Services" means the Goods and or services described in an Order that is accepted by the Seller and includes all Goods or parts used in the installation in accordance with these Terms and Conditions.
- "Government" refers to the Australian, a State or a Local Government, or a Department, Agency, Authority or Office thereof.
- "GST" means Goods and Services Tax imposed on taxable supplies in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act")
- "Installation" means installation of Goods which includes solar panel or meter.
- "Invoice" means any invoice for total work or Progress Payment invoice for a portion of the work outlined in the Greenlight Energy Solution's Quote.

- "Latent Conditions", means conditions or attributes on, over or under the Premises and any building, structure or improvement that forms part of the Premises that could not have been ascertained by visual inspection.
- "Order" means a request for Goods and Services in the Quote, submitted by The Customer to the Greenlight Energy Solutions.
- "Premises" means the land, building, structure or improvement where the Goods are to be installed or the Services performed, by the Seller.
- "Purchase Price" is the amount specified in the quote and is the price for the Installation of the System before any cash reduction we offer The Customer based on any grant, rebate, environmental right or other benefit which may be applicable.
- "Privacy Policy" means our privacy policy which is available in our website.
- "Quote" means the Greenlight Energy Solution's written quote for the Goods and Services in the Greenlight Energy Solution's Quote Request.
- "Quote Request" means a written or verbal request for Goods and Services by The Customer to the Greenlight Energy Solutions, for Goods and Services in accordance with the Terms and Conditions.
- "Force Majeure Event" includes but is not limited to Act of God, war, fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, flood, sabotage, or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, national defence requirements, latent conditions on or associated with the Premises, weather and the effects of weather and delayed or incorrect instructions and Data from the Buyer or any other even beyond the reasonable control of the Seller.
- "Seller" means Greenlight Energy Solutions and any authorised representative of the Seller.
- "Solar system" refers to solar system, solar PV system, PV solar system and all conveys the same meaning in this agreement.
- "System" means referred with the same meaning as "Goods"
- "Applicable Domestic Building Legislation" means the *Home Building Act 1989* (NSW) and any regulations made under these acts.
- "We, our or us" means the Greenlight Energy Solutions Company entity stated in the Agreement Details.
- "The Customer or Client or your or you" means an individual/company named as The Customer in the Details Section and also includes an individual/company authorised by them.

Terms and Conditions are subject to change and for further Terms and Conditions please visit our website <http://www.greenlightenergysolutions.com.au>