

Nepean Solar Solutions Pty Ltd
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Clean Energy Council Member #: A7901859

1. Applications of these Terms

These Terms apply to the delivery, installation and purchase of solar power panels and associated accessories as identified on the Sales Order ("Products") by you from us.

2. Applications of these Terms

2.1 By signing those terms you and we agree to be bound by these Terms and the Sales Order.

3. Prices and Cooling Off Period

3.1 You agree to pay the price for the Products set out in the Sales Order and these Terms ("Price")

3.2 The Price is based on accurate and correct information provided by you or a site inspection assessment performed by us with you. If the information supplied by you to us in connection with the assessment is incorrect or incomplete or does not reflect all characteristics of the site, the cost of installation may be greater than the Price for the Products and you will be obliged to pay to us the amount by which the cost of installation exceeds the Price.

3.3 We may ask you to pay a deposit for the Products. The deposit will be no more than 25% of the cash Price and may be up to 40% for using a Madison Finance Plan.

3.4 If you paid a deposit in accordance with clause 3.3 and you cancel this agreement:

- (a)) after the Cooling Off Period from signing the contract, we may retain all or part of the Deposit to cover the costs we incur as a result of your cancellation; or
- (b)) within the Cooling-Off Period, 7 calendar days, we will refund your Deposit; or
- (c) refuse the installation we may retain all or part of the Deposit to cover costs, within reason incurred by us up to and including the date of installation.

3.5 Prices do not include any government taxes or levies. Subject to clause 7, you will be liable for all excise, goods and services or any other taxes or charges which may be established or levied by any governmental authority on the sale, delivery or use of the Products (or part of the Products).

4. Delivery and installation

4.1 You agree to pay the charges set out in the Sales Order for delivery and installation of the Products.

4.2 We will deliver and install the Products to your nominated address as set out on the Sales Order ("Nominated Address"). We will give you an estimated date for delivery within 14 days of you placing your Order. (This confirms that within 7 days we will give a delivery ESTIMATE. This is not a binding date and should always be referred to as an "estimated delivery date".)

4.3 Dates and times quoted for delivery are estimates only, but we will use our reasonable endeavors to deliver and install the Products in accordance with those dates. We cannot be held responsible for delays due to weather or other circumstances beyond our control. If we cannot deliver or install the Products at the dates and times quoted we will not be responsible for loss or damage you suffer as a result of any delay, but we will deliver the Products as soon as reasonably possible.

5. Title and Risk

5.1 Risk in the Products will pass to you at the time of delivery to your Nominated Address. You must ensure that the Products are kept in good condition and are not damaged in any way until title in the Products passes to you in accordance with clause 5.2 or the Products are returned to us under clause 5.5.

5.2 Title in the Products will pass to you when you have paid, in full, the Price for Products (including any installation and delivery charges). Payment by cheque will be deemed to be received when the funds have been cleared by the bank on which the cheque is drawn.

5.3 If the Products are affixed to land before title in those Products has passed to you so that we lose our legal title over those Products and you then sell that land, you must hold an amount out of the proceeds of sale of the land equal to the amount owing to us for the Products on trust for us.

5.4 Until title has passed to you, you must allow us to inspect the Products at any time during business hours.

5.5 If you breach your obligation to pay us for the Products and you fail to pay us within 14 days of our reminder notice, your right to use Products is immediately terminated and we are entitled to demand the return of the Products. You must return the Products to us at your expense within a reasonable time following our demand.

6. Invoicing and Payment

6.1 We will provide you with an invoice for delivery, installation and purchase of the Products on the date on which they are delivered to you upon which full payment is required.

6.2 Invoices must be paid in full on delivery - the day of installation (installation does not include meter replacement) - unless prior arrangements have been made with us in writing.

6.3 If the due date for payment has passed, we will issue you a reminder notice. If you fail to pay us within 7 days of our reminder notice, we may:

- (a) charge interest on any amount overdue from the date the payment became due to the date payment is received at a rate equal to the prevailing 180 day bank bill rate as quoted by the NAB Limited (ABN 12004 044 937); and
- (b) suspend all or any further deliveries to you, or the installation of, the Products until all amounts due have been received.

6.4 You will be liable for all costs reasonably incurred by us in the recovery or attempted recovery of amounts owed by you.

7. GST (For Businesses only)

7.1 Payments to be made by you are exclusive of Goods and Services Tax ("GST") under the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") unless expressly stated.

7.2 If a supply to you is subject to GST, you must pay us an additional amount equal to the GST payable on that supply, at the same time as the payment to which that supply relates is payable.

7.3 Your liability under clause 7.2 is to reimburse the full amount of GST to us disregarding and excluding our entitlement to input tax credits or reimbursement for GST.

7.4 Notwithstanding clause 7.3, if we are entitled to an input tax credit in relation to any amount recoverable from you under clause 7.3, the amount payable by you will be reduced by the amount of the input tax credit that we have received or claimed and are entitled to receive.

7.5 We agree to provide you with a tax invoice in accordance with the GST Act (and associated regulations).

8. Claims and Returns

8.1 You must inspect the Products at the time of delivery and must notify us in writing of any variations in the Products to the description, price, quality and quantity you ordered ("Variation") within 14 days of delivery.

8.2 If there is a Variation and you have notified us under clause 8.1, we will [collect the Products] from you within 30 days of your notice and will:

- (a) repair the Products or otherwise correct the Variation, or replace the Products with products that meet the description, price, quality and/or quantity you orders; or
- (b) refund you the deposit and any other payments made by you for the Products.

9. Warranties and Liability

9.1 We will comply with the terms of any express warranty we provide to you in writing in relation to the Products. To the extent permitted by law, we exclude any other warranties in relation to the Products.

9.2 We accept liability to you if we breach these Terms or act negligently under the principles applied by the courts, except for as set out in paragraphs 9.3, 9.4 and 9.5.

9.3 As the Products are provided to you for the primary purpose of personal, domestic or household use or consumption, we do not accept liability to you for losses that result from the use of the Products in connection with the conduct of a business. However, we will accept that liability if it cannot be excluded under any legislation.

9.4 We are also not liable to you for any loss to the extent that it is caused by you, for example, through your negligence or breach of these Terms.

9.5 We are also not liable to you for any indirect losses that happen as a side effect of the main loss or damage and which are not reasonably foreseeable by you and us, such as loss of profits or opportunity.

10. Product Performance

10.1 We make no warranty with regard to yield and performance of the Product beyond the manufacturers stated specifications.

10.2 You acknowledge that the performance of the Product varies due to the existence of factors that are outside the manufacturers control.

11. Third Party Providers

11.1 Goods or services provided by third parties (such as meter changeovers) do not form part of the contract between us and you. Costs relating to such services are to be paid directly by you to the relevant supplier.

11.2 In some cases the existing electrical installation at your property may require additional work to ensure electrical safety and compliance with AS3000. In such cases the electrician will advise you prior to carrying out the additional work and you must bear the cost of this work over and above the amount of the Price set out in the Sales Order.

12. Use of the Products for particular purposes

If you require the Products for a particular purpose or you require the Products to possess special or uniform characteristics, you must specify that purpose or those characteristics in writing on your Order. If we consider that your request can be fulfilled, we will provide written confirmation in our acceptance of your Order. If you do not specify any particular purpose or special or uniform characteristics in the Order or we do not expressly confirm such purposes or characteristics, then the Products will not be suitable for that purpose or possess those characteristics.

13. Force Majeure

13.1 We will not be liable to you for a failure to comply with our obligations under these Terms if that failure is caused by a Force Majeure Event. We will notify you of any Force Majeure Event as soon as reasonably possible.

13.2 For the purposes of clause 13.1, "Force Majeure Event" means an act of God, war, fire, strike, lockout, trade or industrial dispute, government interference, third party transport delays, accidents, breakdown of plant or machinery, non delivery or shortage of supplies or any other cause beyond our reasonable control.

14. Licence and Approvals

You must obtain all licences, permits and approvals in relation to your purchase and use of the Products.

15. Subcontracting

We may subcontract the manufacture, supply, delivery and/or installation of Products or any part thereof to a third party.

16. General

The laws in the State or Territory in which the sale of the Products is made applies to these Terms.