

## Terms and Conditions of Sale

**The Agreement:** between the Company and the Customer is for the purchase, supply and install of the goods constituted by these terms and conditions and the sales quotation.

**Applicable Law:** Unless otherwise stated, any contract arising from the Company's receipt of an acceptance of a Customer's order shall be construed as a contract in conformity with the laws of the State in which the goods are delivered.

**The Parties:** The Company (Northern Sun Solar Power and Authorised Sales Representative) and the Customer (person to whom this quote is addressed).

**Authorised Sales Representative/s:** While all care, attention to accuracy, and disclosure will be undertaken by the Authorised Sales Representative/s of the Company, these Terms and Conditions of Sale assume exclusion and no responsibility of the Authorised Sales Representative/s.

**Prices and Estimations:** The Company may issue a written quotation which shall be deemed to be an offer to supply and install to the person to whom the quotation is addressed ('Customer') only upon the terms and conditions set out herein. Written acceptance of the quotation by the Customer will constitute a contract incorporating these terms and conditions. These terms override any inconsistent conditions in any document or communication from the Customer. A Quotation shall remain current for 2 weeks unless previously withdrawn in writing by the Company. The prices specified for the goods are subject to alterations due to any increases in the cost of materials and/or labour and/or freight or cartage occurring after the date of quotation and/or prior to the delivery and such increases shall be advised to the Customer at which stage, the Customer retains the right to withdraw from this contract and their deposit returned in full. Price is also subject to change without notice if value of STCs changes.

**Solar Credits:** The Customer assigns the rights to Northern Sun Solar Power to create Small-scale Technology Certificates (STCs) and receive the Solar Credits payments to form part of the agreed cost of the system, based on market price on day of installation. Market price determined by third party eg [www.tradeingreen.com.au](http://www.tradeingreen.com.au) published prices.

**No Representations:** No representations, inducements, promises or agreements between the parties will be of any force or effect in varying these conditions unless in writing and signed by both parties.

**Terms of Payment:** Unless otherwise agreed, there will be a 20% non-refundable deposit to secure this solar power system. Unless otherwise agreed for the balance of the payment the Customer may choose to make the payment in one go or select a payment option offered by the Company from time to time. 18% interest will be charged on the balance of the payment in the case of the balance of the payment to be made in instalments. Prices are inclusive of GST. The Customer must pay GST in respect of any taxable supply made to it. In addition to the price quoted and GST, the Company may charge the Customer with any one or more of the following:

- 1) Taxes, stamp-duty or other stationary charges or levies in relation to the supply or installation of the goods
- 2) Interest, legal costs (solicitor and own Customer costs) and disbursements; incurred to The Company in relation to breach of contract by the Customers;
- 3) All costs, charges, expenses or other outgoings incurred by the Company with respect to any variation of contract requested by the Customer; and
- 4) Where the Company is required to collect returnable goods from the delivery point, a return fee at the Company's current rates.

**Default in Payment:** should the Customer fail to make due payment for any goods or services, then the Company may, without prejudice to any other rights it may have, suspend credit without orders and take steps to recover money and/or goods. All expenses incurred in recovery shall be paid by the Customer. Should an invoice remain unpaid as required in the 'Terms of Payment' clause, interest shall be charged at an agreed interest rate and in the absence of any agreement at the rate of twenty (20) per cent per annum commencing on the due date of the payment and continuing until payment is received in full by the Company.

## **Terms and Conditions of Sale (cont)**

**Delivery:** The Customer and the Company agree to the installation of related goods and services within three (3) months of the acceptance of the Quotation unless otherwise agreed in writing or other conditions in this Contract as stated. Delivery and/or performance of the Contract are subject to the ability of the Company to obtain the goods. The Company will be granted an automatic extension of time for the delivery of goods equal to the delay caused by any variation requested by the Customer. The Company reserves the right to cancel or delay the delivery due to war, civil commotion, strikes, lockouts, unavailability of transport and/or any other causes beyond its reasonable and practical control. The Company reserves the right to substitute components of equal or better quality than specified in the Contract. Goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent notwithstanding whoever may pay his/her charges at the Company's premises or upon the arrival of goods at a delivery point agreed upon by both parties). From the time of dispatch and until delivery to the Customer's home, the risk of any loss or damage to the System for whatever cause except in the case of negligence by any third party, shall be borne by the Company. From the time of delivery/ handover of the System to the Customer's premises, the sole risk of any loss or damage to the System, shall be borne by the Customer in all respects from date of delivery. All goods shall be deemed to have been accepted by the Customer unless notification either on the delivery docket or in writing is received by the Company within seven (7) days from the date of delivery.

**Installation:** the Company warrants that its installers are licensed electricians who are CEC accredited designers and installers of solar PV systems as required by the Energy Council of Australia.

**Exclusions and Limitations:** Although reasonable care is taken with the installation of the system NO responsibility can be accepted for Customer supplied components, materials and workmanship or if the goods are used or dealt with in any way which is not usual. Responsibility will not be accepted by the Company for equipment loss or damage due to any or all of the following:

- 1) Storm or tempest;
- 2) Atmospheric electrical discharges;
- 3) Flooding or water damage however caused;
- 4) Lack of, or improper maintenance;
- 5) Unauthorised repair, modification or additions;
- 6) Connection of equipment not in compliance with specifications;
- 7) Faulty operation of Customer supplied power generating equipment; and
- 8) System loading in excess of specified system capacities.

Except as required by the Trade Practices Act or any other Act all implied conditions and warranties are hereby excluded. Subject to those conditions and warranties necessarily implied under the Trade Practices Act, the Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at the Company's option, be limited to the following:

- 1) In the case of goods:
  - i) The replacement of the goods or supply of equivalent goods
  - ii) The repair of goods
  - iii) The payment of the cost of replacing or repairing equivalent goods
- 2) In the case of services:
  - i) The supply of the services again
  - ii) The payment of the cost of having the services supplied again.

### **Terms and Conditions of Sale (cont)**

**Warranty:** The warranty shall be subject to the Exclusions and Limitation expressed below.

The Solar Modules carry manufacturer workmanship warranty and performance warranty. The Solar Inverter carries manufacturer warranty unless otherwise the Customer opts for extended warranty by paying additional charges. For other components the warranty of the respective manufacturer shall apply.

The Company shall be responsible only for an inherent defect in the goods supplied and for faulty workmanship of the Company or its installer appearing in the works within twelve (12) months from the date of installation except that any guarantee or warranty given by a third party in respect of materials, components or processes comprising part of the work shall apply to such materials, components or processes. The Company shall not be responsible for any repairs or rectifications due to misuse or damage by others including the Customer.

In the event of a fault the Customer will first contact the Company.

#### **Ownership of Goods:**

- 1) Until the Company receives payment of the total amount payable by the Customer for the System, as detailed on the Quote Acceptance Form, Northern Sun Solar remains the legal and beneficial owner of the System with full power to resell and regain possession thereof in the event of the Customer's default in payment of the purchase price.
- 2) The Customer shall store the goods so that they are separate and clearly distinguishable from goods of a similar nature in the Customer's possession. The Customer shall not obliterate, alter, deface, remove or obscure any identifying numbers, patents, marks or other matter affixed to such goods.
- 3) The Customer shall keep the goods free from and will indemnify the Company against any charge, lien or other encumbrance therein. If the Customer fails to pay the purchase price or any other moneys payable to the Company when it is due, the Company may, without notice and without prejudice of any of its other rights and remedies, recover and/or resell the goods or any of them and may enter into and upon the Customer's premises by its servants or agents for that purpose.
- 4) For the purpose of sub-clause (3) the Customer hereby grants a license to the Company to enter any place where any of the goods may be for the purpose of removing same.
- 5) Until such time as the goods have been paid for in full, the Customer is at liberty as agent and fiduciary for the Company to sell or dispose of the goods for full value in the ordinary course of business. The Customer shall keep the purchase price or any money payable by the Customer or other third party in a separate account as bailee or agent for the Company and must account to the Company for such proceeds.

**Return of Goods:** All returns must be approved in advance and may be subject to a re-stocking fee. Return freight is to be pre-paid by the Customer.

**Disputes:** in the event of any dispute between the Company and the Customer in relation to the contract for the supply of goods or services, either party may give written notice of the existence of such dispute to the other, following which the dispute may be referred by the Company to an arbitration pursuant to the laws of the State in which the goods are delivered. In any proceedings before an arbitrator, the parties may by agreement, but not otherwise be represented by a solicitor or counsel.

**NOTE:** The above terms and conditions of sale are industry standard terms and conditions. The Company may attach additional business terms and conditions of sale. Where the Company attaches additional terms and conditions of sale, these terms and conditions will override the above where relevant.

**The customer warrants they have not previously claimed STC's, or received pre-approval or funding under any scheme, or assigned the right to create STC's for a small generation unit at the installation address. The customer also warrants that there is currently not a small generation unit (e.g. a solar electricity system), installed at this installation address and they own the roof area. The customer warrants they have read these Terms and Conditions of Sale and would like to either purchase or obtain a quote for a system now.**