

In accordance with the Renewable Energy Act and Energy Safe Victoria regulations, all Sunergy installations are conducted by Solar Accreditation Australia (SAA) accredited installers who are also licenced A-grade electricians.

the additional costs or cancel the Agreement. If you cancel the Agreement clause 7 will apply.

Please note that unless prior arrangements have been made, we cannot accept cash as a payment method due to OH&S risks.

Sunergy warrants that it is bound by the New Energy Tech Consumer Code (NETCC).

1. EXPLANATION OF TERMS

Agreement has the meaning given in clause 2.1.

Australian Consumer Law or ACL means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010.

Deposit means the amount specified as the deposit in the Quote.

Cooling Off Period has the meaning given in clause 7.2.

Installation Warranty means the warranty given by us in relation to our installation products and services which can be accessed [here](#) and [here](#) or <https://www.sunergysolar.com.au/sunergy-warranty-documents/>

Performance Warranty means the warranty given by us in relation to our system output guarantee which can be accessed [here](#) or <https://www.sunergysolar.com.au/sunergy-warranty-documents/>

Complaint Handling Procedure means the procedure which can be accessed [here](#)

Goods means any or all of the products supplied by us or on our behalf.

Purchase Price has the meaning given in clause 3.1.

Premises means the site at which the Goods are to be installed.

Privacy Policy means our privacy policy which may be accessed by [here](#) or visit <https://www.sunergysolar.com.au/solar-documents/>

Quote means the quote for the Goods and Services provided by us, which incorporates by reference these Terms and Conditions.

Services means any or all the installation services conducted by us or on our behalf.

Sunergy, we or us means Sunergy Solar Pty Ltd ABN 37 673 308 846 and any of our representatives, associates, officers, employees, agents, subcontractors, or related entities.

Terms and Conditions refers to the terms and conditions set out below, and those incorporated by reference, which apply to each Agreement for the supply of Goods and Services to you.

Business days means Monday to Friday excluding public holidays and our annual closedown period which is generally from mid-December to the end of the third week of January each year

2. FORMATION OF AGREEMENT

2.1 An agreement for the supply and purchase of Goods and Services (Agreement) will be formed based on the Quote and these Terms and Conditions upon:

- you paying the Deposit for the Goods and Services; and
- your acceptance of the Quote or of these Terms and Conditions.

2.2 The Agreement may be varied by us in accordance with these Terms and Conditions or by each party's agreement in writing.

2.3 Under the Agreement, we agree to comply with the Clean Energy Council Solar PV Retailer Code of Conduct.

3. PURCHASE PRICE

3.1 The purchase price for the Goods and Services is the price set out in the Quote (Purchase Price). Unless otherwise expressly stated in the Quote, the Purchase Price is inclusive of GST.

3.2 The Purchase Price is dependent upon our quality assurance processes and an inspection of your Premises (which inspection may occur on the scheduled installation date) unless it was conducted as part of the sales consultation process.

3.3 If our site inspection is not conducted during the sales consultation process, then if as a result of our quality assurance processes or the inspection of your Premises, we need to vary the Purchase Price we will advise you of the variation and you may either accept the varied Purchase Price or cancel the Agreement. If you cancel the Agreement clause 7 will apply.

3.4 Where you fail to provide information to us that we have advised you is required by us, within the limit limits required by us, we may in our absolute discretion arrange for an accredited installer to attend the Premises prior to the scheduled installation date to carry out an inspection to obtain the required information. If an inspection is carried out then you will be required to pay a separate fee of \$110, plus travel more than 40km from Bendigo, which is payable prior to said inspection.

3.5 If we determine that, due to access constraints, specialist equipment such as a cherry picker or scissor lift will be required for us to perform the Services, we will advise you of the additional costs. You may either accept

4. WORKS NOT FORMING PART OF THE AGREEMENT

4.1 Unless otherwise explicitly stated, electricity meter changeovers, meter board upgrades and trenching works associated with the Goods and Services do not form part of the Agreement. These services will not be performed by us. You will be billed separately for these services by the third parties who perform these services.

4.2 Switchboard upgrades do not form part of the Agreement. You may either arrange for a third party to perform this service or you may ask us to perform this service for you. You will be billed separately for this service by any third party who performs this service. When performed by us, you will be required to pay a separate fee for this service. This fee is not included in the Purchase Price.

4.3 If the existing electrical infrastructure at the Premises, or the surfaces or structures on which the Goods are to be installed, do not comply with all relevant legal requirements (including all relevant codes and regulations) you may be required to repair, replace, or improve, at your own expense, those parts that are non-compliant prior to the installation of the Goods.

4.4 Your obligation to pay the Purchase Price is not affected by any delay by a third party in performing any service or works referred to in this clause 4.

4.5 For tile roofs, you agree to supply spare tiles.

4.6 Unless otherwise explicitly stated, Sunergy is not responsible for installation, configuration or troubleshooting of inverter manufacturer supplied monitoring solutions. You accept that inverter manufacturer supplied monitoring requires an internet connection supplied by you and Sunergy has no responsibility for that. Where Sunergy has stated it will install monitoring it is on the proviso that a stable always on WiFi signal is made available by you at the inverter location. If a hard cabling solution to your router is required, this is billable at time and materials unless explicitly included in your quote. Sunergy cannot/will not make configuration changes to your internet router. If these are required, you must arrange to do this yourself. Required firewall and port settings requirements are available from the inverter manufacturer. You agree that if you require Sunergy assistance with inverter manufacturer monitoring solutions, this is charged at time and materials with no guarantees provided. Note that Sunergy offers a subscription based third-party monitoring solution at additional cost which includes Sunergy monitoring of your system.

4.7 You agree that ongoing support and troubleshooting is dependent on you providing an always-on internet connection of sufficient bandwidth to permit remote access, diagnosis and support. Further you agree that if you do not provide said internet capability, physical site visits are therefore required. Where a physical site visit is required, you agree to pre-pay for said visit which will be refunded if subsequently found to be warrantable.

5. PAYMENT OF THE PURCHASE PRICE

5.1 Subject to clause 5.6, you are required to pay the Purchase Price as follows:

- the amount of the Deposit (if any) on the day you commit to purchase; and
- the balance (being the Purchase Price less the Deposit) in full on or before the day of installation.

5.2 Where you have elected to pay the balance of the Purchase Price using credit card you authorise us to charge your credit card for the full amount owing for the Goods and Services including any additional costs referred to in clause 3.5 (if applicable).

5.3 Unless specified otherwise in your Quote, you will be charged a 1.75% surcharge in the event you pay the balance of the Purchase Price (or any part thereof) by credit card and/or any costs referred to in clause 3.5 (if applicable).

5.4 If you fail to pay the Purchase Price when due, or if any purported payment by you is not honoured, you must pay on demand any costs, expenses or losses which have been, or are likely to be, incurred by us as a result, including costs associated with the collection of any outstanding amounts (including the costs of any debt collection agency) and any cheque dishonour fees.

5.5 If you fail to pay the Purchase Price when due you acknowledge and agree that we may (without prejudice to any other rights or remedies that we may have):

- charge interest on the overdue amount at a rate equal to the rate specified in the Penalty Interest Rates Act 1983 (Vic) plus 2% which will be calculated on a day-by-day basis from the date the amount was due until the date the overdue amount is paid in full;
- lodge a default on your credit history file;

- (c) 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 because of your failure to pay (including the costs of the debt collection agency); and/or
- (d) commence legal proceedings to recover any debt owed by you and our fees and expenses in bringing legal proceedings against you, including administration and legal fees on a solicitor/client basis.

6. INSTALLATION

6.1 If your solution requires approval from your DNSP for connection, we will do this on your behalf at no additional cost after you supply the required information and preferably before issuing your proposal. You can elect to do your own preapproval, but you must supply Sunergy with a copy of the approval documentation. We can assist with DIY pre-approval applications on a face-to-face basis in our office during business hours. An appointment is required.

Please note that your energy retailer may change your electricity pricing after you install solar panels.

6.2 We will endeavour to install the Goods at the Premises within 4 to 6 weeks after approval to connect the Goods to the electricity network has been communicated to us by the third party responsible for issuing such approval. We will advise you if for any reason we will be unable to meet this timeframe.

6.3 We will make every attempt to install the Goods in the optimum position at the Premises. The Purchase Price includes connection of the Goods to a switchboard which is in the building onto which the Goods are to be installed. You or your representative must be at the Premises on the scheduled installation date to give us clear directions for the positioning of the Goods and to resolve any issues that might arise.

6.4 If you or your representative is not at the Premises on the scheduled installation date then we may, in our absolute discretion:

- (a) perform the Services, using our reasonable judgement and experience in determining where to position the Goods. In such circumstances you will not have any claim against us in relation to how we have positioned the Goods at the Premises; or
- (b) arrange with you to have the Services performed on a different date, in which case all reasonable amounts incurred by us in preparing for the original scheduled installation date will be due and payable by you to us. We may, in our absolute discretion, withhold these amounts from any amounts paid by you to us up to the time of cancellation or, where you have provided your credit card details to us, charge these amounts to your credit card and by accepting these Terms and Conditions you authorise us to do so; or
- (c) cancel the Agreement, in which case clause 7.5 will apply.
- (d) if we are required to return to site to fulfil any part of the Services including sign-off by you of paperwork, or to collect payment that we were not able to do so due to you not being present, you agree to pay a fee of \$85 per hour for us to return to site.

7. CANCELLATION

7.1 Either party may cancel the Agreement if the other party materially breaches the terms of the Agreement.

Cancellation by you

7.2 You may cancel the Agreement without reason by notifying us within 10 business days from and including the day after you entered into the Agreement (Cooling Off Period). If you cancel the Agreement during the Cooling Off Period, we will refund in full all amounts paid by you up to and including the date of cancellation.

7.3 You may also cancel the Agreement in accordance with clause 3.3 or clause 3.5.

Cancellation by us

7.4 We may cancel the Agreement if we are of the opinion that, due to conditions at the Premises, we cannot perform the Services safely or we cannot perform them for the Purchase Price

7.5 We may cancel the Agreement in accordance with clause 6.3(c) if you or your representative is not at the Premises on the scheduled installation date. If we cancel the Agreement in these circumstances all reasonable amounts incurred by us in preparing for your installation will be due and payable by you to us. We may, in our absolute discretion, withhold these amounts from any amounts paid by you to us up to the time of cancellation or, where you have provided your credit card details to us, charge these amounts to your credit card and by accepting these Terms and Conditions you authorise us to do so.

7.6 We may cancel the Agreement if, through no fault of ours, you are unable or unwilling to proceed with the installation of the Goods for a period of more than 3 months after the date on which the Agreement was formed, unless that period has been extended by mutual agreement. If we cancel the Agreement in these circumstances, we will refund in full all

amounts paid by you up to and including the date of cancellation, but a \$250 cancellation fee will be due and payable by you to us. We may, in our absolute discretion, withhold the \$250 cancellation fee from your refund or, where you have provided your credit card details to us, charge this fee to your credit card and by accepting these Terms and Conditions you authorise us to do so.

Consequences of cancellation

7.7 If you cancel the Agreement in circumstances other than those set out in clauses 7.1, 7.2 or 7.3:

- (a) if you cancel 5 business days before the scheduled installation date, we will refund in full all amounts paid by you up to and including the date of cancellation, but a \$250 cancellation fee will be due and payable by you to us. We may, in our absolute discretion, withhold the \$250 cancellation fee from your refund or, where you have provided your credit card details to us, charge this fee to your credit card and by accepting these Terms and Conditions you authorise us to do so; or
- (b) if you cancel five business days or less before the scheduled installation date, subject to sub-clause (c), we will refund in full all amounts paid by you up to and including the date of cancellation, but a \$500 cancellation fee will be due and payable by you to us. We may, in our absolute discretion, withhold the \$500 cancellation fee from your refund or, where you have provided your credit card details to us, charge this fee to your credit card and by accepting these Terms and Conditions you authorise us to do so; or
- (c) if you cancel within 48 hours of your scheduled installation date all reasonable amounts incurred by us in preparing for your installation will be due and payable by you to us. We may, in our absolute discretion, withhold these amounts from any amounts paid by you to us up to the time of cancellation or, where you have provided your credit card details to us, charge these amounts to your credit card and by accepting these Terms and Conditions you authorise us to do so.

7.8 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 for the cancellation to take effect.

7.9 We will refund any amounts due to you in accordance with this clause 7 within 30 days of the date of cancellation.

8. FEED IN TARIFFS, GOVERNMENT REBATES AND STCS

8.1 You may be entitled to receive a feed in tariff from your electricity retailer in relation to electricity produced by the Goods which is fed back into the electricity network. Any information provided by us regarding the applicability of any feed in tariffs is based on our understanding of your 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.

8.2 You may be entitled to receive a grant, rebate or other benefit from a government or to create Small-scale Technology Certificates (STCs) as a result of the purchase or installation of the Goods. We do not warrant that you will receive any grant, rebate or other benefit or be entitled to create STCs.

8.3 If the Purchase Price incorporates a point-of-sale discount on the basis that:

- (a) you will assign some or all of your rights to create STCs to us, the Purchase Price is conditional on you assigning to us your rights to create those STCs;
- (b) we will receive payment of a grant, rebate or other benefit, you authorise us to apply for that grant, rebate or other benefit in your name and to receive payment of that grant, rebate or benefit on your behalf.

8.4 You agree to take whatever action we may reasonably require for the assignment referred to in clause 8.3(a) to take effect or for us to obtain payment of the grant, rebate or other benefit referred to in clause 8.3(b).

8.5 We will use our reasonable endeavours to assist you to assign to us your right to create any STCs or to apply for and receive any grant, rebate, or other benefit that you may be entitled to or eligible to create because of the installation of the Goods. However, if, for any reason outside our control:

- (a) you have not received the payment of any grant, rebate or benefit incorporated in the Purchase Price; or
- (b) we are not able to create the number of STCs anticipated in the Quote, you must pay the amount of that grant, rebate or benefit or the amount equal to the value of the point-of-sale discount given (or the balance which remains outstanding) to us within 7 days of us notifying you of the additional amount being payable.

8.6 You acknowledge that a government may, at any time, make legislative changes which may affect your eligibility for, or entitlement to, any incentives, subsidies, grants, rebates, STCs or other benefits. We will not be

liable to you if such legislative changes occur, and you expressly exclude us from any such liability.

8.7 You acknowledge that in certain circumstances a government may require you to repay a grant, rebate, or other benefit. Except where we have breached our obligations to you, we will have no responsibility to you if you are required by a government to repay a grant, rebate or other benefit.

9. WARRANTIES

9.1 Warranties

Subject to clause 10:

- (a) Goods manufactured by us are subject to the warranties set out in the documentation provided or made available to you at the time of installation;
- (b) Goods manufactured by other parties may come with a guarantee or warranty from the manufacturer. Any such guarantees or warranties will be set out:
 - (i) in the documentation provided or made available to you at the time of installation; or
 - (ii) at our website available at <https://www.sunergysolar.com.au/assets/pdf/Solar-Documents/Sunergy-Supplied-Components-Warranty-010816.pdf>
- (c) The Services are warranted on the terms of the Installation Warranty (which can be accessed at: <https://www.sunergysolar.com.au/assets/pdf/Solar-Documents/Installation%20Warranty.pdf>)
- (d) The Services come with a system output performance warranty (which can be accessed here <https://www.sunergysolar.com.au/assets/pdf/Solar-Documents/Sunergy-Performance-Guarantee-010816.pdf>)

9.2 Transferability of Goods warranties

Goods warranties can only be transferred by the original purchaser of the applicable Goods where the manufacturer of those Goods provides so under the terms of their warranty.

9.3 Transferability of the Installation Warranty

The Installation Warranty is not transferable by the original purchaser of the Services to any subsequent purchaser of the Premises at which the Services were without the prior written consent of Sunergy.

9.4 Service calls

You will not be charged for service calls for problems covered under warranty including under the provisions of Australian Consumer Law.

We will carry out service calls on the following conditions:

- (a) you must give us ten business days' minimum notice of any non-emergency service call after which we will arrange a time and date for a service call.
- (b) service calls will generally be carried out during normal working hours only (9.30am – 4.00pm Monday to Friday) except for public holidays and the annual Christmas shutdown which generally is from the week prior to Christmas Eve until the middle of January;
- (c) a minimum service charge at our then current labour rates plus the cost of all parts and all travel and transport costs is payable for all service calls. For service calls after hours, a charge of not less than 4 hours applies due to our obligations under the Fair Work Act. Our current rates are available upon request.
- (d) where we carry out a service call for a problem with the Goods and Services which is covered by a warranty or a consumer guarantee under the ACL, you will not be charged the service charges referred to in clause 9.4(c);
- (e) where we carry out a service call 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 9.4(c).

10. AUSTRALIAN CONSUMER LAW GUARANTEES AND REMEDIES

10.1 Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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.

10.2 In the case of a problem with any Goods which is defined as a 'major failure' under the ACL or which is not capable of being remedied, you are entitled to:

- (a) reject the Goods and get a refund;
- (b) reject the Goods and get an identical replacement or Goods of similar value if reasonably available; or
- (c) keep the Goods and get compensation for the reduction in value of the Goods caused by the problem.

10.3 In the case of a problem with any Goods which is not defined as a 'major failure' under the ACL and which is capable of being remedied, you are not entitled to reject the Goods or to ask for a refund. However, you are entitled to have the goods repaired or replaced. In such circumstances we may, at our option, choose to:

- (a) provide a refund;
- (b) replace the Goods or to repair the Goods; or
- (c) pay you the reasonable cost of having the Goods repaired or replaced.

10.4 In the case of a problem with any Services which is defined as a 'major failure' under the ACL or which is not capable of being remedied, you are entitled to:

- (a) cancel the Agreement and get a refund; or
- (b) get compensation for the difference in value of the Services delivered and what was paid for by you.

10.5 In the case of a problem with any Services which is not defined as a 'major failure' under the ACL and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

10.6 You are also entitled to compensation for any reasonably foreseeable loss or damage resulting from:

- (a) a failure by us to provide the Services as required by the Agreement;
- (b) the Goods not being in accordance with the Agreement; and/or
- (c) the Services or Goods failing to meet any consumer guarantee under the ACL.

10.7 We will not be liable to you for any personal injury or any loss or damage of any kind that was not reasonably foreseeable or that could not have been expected to result from the circumstances set out in clauses 10.6(a) to (c).

11. SUBSTITUTION POLICY

If, for any reason, we are unable to supply any items you have ordered, we will offer you an alternative product of similar specification and value. Items will not be substituted without your agreement.

12. WARRANTIES AND ACKNOWLEDGEMENTS BY YOU

You:

- (a) warrant that you have read and understood the Quote and these Terms and Conditions;
- (b) warrant that all information you have provided to us is true, accurate and complete and you acknowledge that we have relied on that information in providing the Quote and in supplying the Goods and Services;
- (c) acknowledge that it is your responsibility to determine what approvals or permits are required from relevant authority(s) in relation to the installation of the Goods and the performance of the Services at the Premises;
- (d) warrant that you have obtained all necessary approvals or permits from relevant authority(s) in relation to the installation of the Goods and the performance of the Services at the Premises;
- (e) warrant that you have read and accept our Data Disclaimer (which can be accessed here <https://www.sunergysolar.com.au/assets/pdf/Solar-Documents/Data%20Disclaimer.pdf>) (f) acknowledge that the actual performance of the Goods will be affected by post installation actions of third parties (e.g. the installation of a TV antenna, new buildings, roof top air conditioner). You acknowledge your responsibility to maintain panel cleanliness and surrounding vegetation;
- (g) acknowledge that all descriptive specifications, illustrations, drawings and data dimensions provided by us to you, or otherwise contained in our fact sheets, price lists and other advertising material, are approximate only;
- (h) agree that we may offer to substitute or use alternative goods to the Goods referred to in the Quote, provided that such goods are of equal or better quality than the Goods referred to in the Quote (however you may disagree); and
- (i) warrant that you will be 18 years old or over prior to purchasing the Goods.
- (j) acknowledge that your actual savings are affected by the timing and quantum of your use of electricity, the tariff structure imposed by retailers and that Sunergy is not responsible for these factors.
- (k) warrant that your roof is structurally sound and is in good condition
- (l) warrant that your home does not contain asbestos in the work areas including but not limited to wall and roof cladding or insulation

13. RISK AND OWNERSHIP OF GOODS

13.1 Risk of loss or damage to the Goods will pass to you upon installation of the Goods at the Premises or when you otherwise take possession of the Goods.

13.2 You remain liable to pay for the Goods notwithstanding any loss, damage or deterioration to the Goods which occurs after risk in the Goods passes to you.

13.3 Ownership of, and title to, the Goods passes to you only upon payment in full by you or on your behalf of the Purchase Price and any other amounts owed by you.

13.4 Until payment in full by you of the Purchase Price and any other amounts owed by you:

- (a) if the Goods are in your possession, you will hold the Goods as our trustee and you must store the Goods so that they are clearly identifiable as our property;
- (b) we may call for, and recover possession of, the Goods at any time;
- (c) you grant to us a non-exclusive licence to enter onto the Premises in order to remove the Goods;
- (d) if you do not comply with our request to remove and deliver the Goods to us, then we may remove and recover the Goods as a licensee and without liability for trespass; and
- (e) we will not be responsible for any damage reasonably caused in the course of removing the Goods.

14. RIGHT OF ENTRY

You grant us a licence to enter the Premises for the purposes of:

- (a) installing the Goods;
- (b) inspecting the Goods;
- (c) conducting repairs or maintenance to the Goods;
- (d) removing the Goods and any equipment; and
- (e) any other activities ancillary to, or necessary to facilitate, the above activities.

15. INSOLVENCY

If you become, or resolve or take any steps to be declared, insolvent or bankrupt, or have a receiver, administrator, liquidator, trustee or similar official appointed then:

- (a) you must notify us immediately;
- (b) all amounts outstanding immediately become due and payable; and
- (c) your right to possession of any Goods which have not been paid in full by you ceases and we will be entitled to recover possession of those Goods under clause 13.

16. PERSONAL PROPERTY SECURITIES ACT 2009

16.1 For the purposes of this clause 16 "PPSA" means the Personal Property Securities Act 2009 (Cth) and all regulations made under that Act. All references to "sections" in this clause 16 are to sections of that Act.

16.2 You acknowledge and agree that:

- (a) the Agreement constitutes a security agreement for the purposes of PPSA; and
- (b) by accepting these Terms and Conditions you grant a security interest (by virtue of the retention of title provisions of these Terms and Conditions) to us in all Goods and Services previously supplied to you by us (if any) and all Goods and Services that will be supplied in the future to you by us during the continuation of our relationship

16.3 You undertake to:

- (a) sign any further documents and provide any further information (which information you warrant to be complete, accurate and up to date in all respects) which we may reasonably require to enable registration a financing statement or a financing change statement on the Personal Property Securities Register established under the PPSA;
- (b) not register a financing change statement or make an amendment demand in relation to any security interest created by the Agreement without our prior written consent;
- (c) give us at least 14 days' prior written notice of any proposed changes to your details; and
- (d) pay all costs incurred by us in registering and maintaining a financing statement (including registering a financing change statement) on the Personal Property Securities Register and/or enforcing or attempting to enforce the security interest created by the Agreement.

16.4 You agree that nothing in sections 130 or 143 of the PPSA will apply to the Agreement or the security under the Agreement.

16.5 You agree to waive any rights you may have under sections 95, 123, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA.

16.6 You agree that immediately on request by us you will procure from any person considered by us to be relevant to our security position such agreement and waivers as we may at any time reasonably require.

17. PRIVACY POLICY

17.1 We view protection of users' privacy as a very important community principle and we clearly understand that your information is one of our most important assets. Therefore, we only use your information as described in our Privacy Policy.

17.2 You acknowledge that the Privacy Policy forms part of, and is incorporated into, these Terms and Conditions and acceptance of these Terms and Conditions is acceptance of the Privacy Policy.

17.3 If you object to your information being transferred or used in the way set out in the Privacy Policy, please do not purchase our Goods and/or Services.

18. REFUND POLICY

19.1 In addition to refund rights stipulated in clauses 7 and 10 above, You are entitled to a full refund on request if:

- (a) the final system design is significantly different to that quoted at the point of contract and is not agreed to by You;
- (b) A site-specific full system design and performance estimate is not provided as a deliverable of the contract and:
 - (i) this information is not provided before the expiry of any cooling-off period; and
 - (ii) the consumer does not consent to this information upon receiving it;
- (c) the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within Our control, and the consumer does not consent to a revised timeframe. If the reason for the installation delay is not within Our reasonable control, (example for weather, acts of God or other force majeure events, a full refund may not be given;
- (d) We, acting on Your behalf of the consumer do not obtain grid connection approval prior to installation, and You do not receive approval from the distributor to connect a system. and
- (e) extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by Us and You do not consent to these additional costs.

19. LAWS AND WAIVER

18.1 The Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria.

18.2 The parties agree to submit to the exclusive jurisdiction of the courts of the State of Victoria.

18.3 If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable it may be severed, and the remaining terms or parts will continue in full force and effect.

18.4 Any failure of a party to exercise or enforce any provisions of, or any rights it may have under, the Agreement shall not constitute a waiver of such right or provision unless such waiver is acknowledged and agreed to by the other party in writing.