

Solar Dynamics Pty Ltd Terms and Conditions

35 Governor Road Mordialloc Victoria 3195

Ph 03 9580 0120

Ph 1300 397 763

www.solardynamics.com.au

ABN - 437 93 741 995



Terms and Conditions Applicable to Contract Between Solar Dynamics ("we" or "us") and the Customer ("you")

- This contract is limited to supply and installation of Products and Services set out on the Contract Form and **DOES NOT** include the cost to install solar meters or smart meters which is undertaken by the network providers.

Small Technology Certificates (STC's)

- The Contract requires that you assign to us or our nominee STC's (Small Technology Certificates), VEECS or such as other instruments created as a result of the Products Installed, as per the prevailing regulations. If you wish to retain such instruments, you will be required to pay the total price as per the contract. STC's are then traded by us on your behalf to the market place at a price which is stipulated on your sales contract. The Value of the STC reduction is therefore passed onto you as a Point of Sale Discount as shown on the contract.
- You can choose to hold the STC's and therefore full payment of the total price would be required.
- STC's can also be traded via the Clearing House whereby the STC's are held and can be traded at any time up to the maximum rate of \$40.00 per Certificate. Under these circumstances the full cost of the system is required to therefore be paid and the decision on when to trade the certificates is yours to make. Please be aware the Clearing House STC's are only sold when a buyer is available and there is no guarantee on how long they would take to sell and no guarantee of the maximum rate of \$40.00
- If there is any change to your eligibility for rebates or STC's (Small Technology Certificates) you will be required to pay the price (shown before such rebates and discounts) for the Products and Services set out in the Contract. These changes if apparent and become known prior to installation will be discussed with you in advance.
- Under the Privacy Act your personal information is collected as part of the Contract. We will not disclose your personal information other than for internal administration and to instruct installers, and, in the case of Payment Plans to assist you to deal with your Finance Company. You consent us to undertake the credit assessments, if required for payment plan, Rebates/STC's/Installment payments.



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- We reserve the right to terminate the contract if, for reasons beyond our control, significant changes to prices and costs arise from changes to STC values. In such instances we will endeavour to assist you with alternative arrangements. You will specifically agree that you will not make any claims beyond a refund of deposit.
- You acknowledge that confirmation of your eligibility for Government subsidies such as Small Technology Certificates and the Vic Solar Package and any other forms of financial assistance including "payment plan" is entirely your responsibility. In the event that such subsidies or finances are not made available or if you fail to qualify for such programs, it is your responsibility to ensure that the total price as shown in the contract is paid if the system and service has been provided by Solar Dynamics Pty Ltd

Other Terms and Conditions

- Solar Dynamics will at all times comply with the Clean Energy Council Code of Conduct.
- We will provide reasonable assistance to facilitate your grid connection, but actual connections are preformed by your utility supplier and electrical retailer who supplies utilities/electricity and we **DO NOT** make any commitment on their behalf regarding time and terms of connection. You are required to deal with your utility supplier to ensure their roles are fulfilled effectively.
- For unsolicited sales orders a 10 day cooling period will apply to the Contract. After the expiration of the cooling off period (if applicable) the deposit paid is not refundable and further cancellation fees and losses may apply if you cancel the Contract. All unsolicited sales orders can be cancelled within the 10 day period by notifying Solar Dynamics in writing via the website, email or text message.
- You acknowledge that each Contract has been specially packaged to suit the customer's specific needs and is strictly confidential. It is a term of the Contract that customers do not disclose the pricing set out in the Contract to equipment supply companies, installers or sub-contractors.
- You agree that certain changes to the site layout and installation plan may be necessary due to onsite issues which only become apparent at the time of installation. While every effort is made at the time of preparing the Contract to ensure all variations specific to your job are noted, if some changes need to be made based on the installers pre-installation site check or on the installation date which require changes to the cost of Products and Services, you will be notified as soon as possible about any variation on the price. You will be allowed to cancel the Contract and we will provide a full refund but only if there were no errors and non-disclosures on your part.



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- Any variation to the system designed will be documented and signed off by you the customer prior to the installation proceeding.
- Government regulations for Solar Installations vary with each municipality and you agree to be responsible for obtaining all permits required to complete the Contract.
- You confirm that you are the owner-occupier of the premises and/ or that you have the required authorization to enter into this contract for Products and Services, delivery of which will require full access to the property.
- All installations will be carried out by our Clean Energy Council accredited installers who will install the Products and Services in the best possible manner and methods to maximize your solar production.
- Installers have appropriate insurance, compliance and safety certificates which are held by them as required by the applicable regulations.
- All equipment carries Manufacturer's warranty terms and conditions and if equipment is imported, warranties are provided by the local importing companies. All warranty documentation supplied on installation must be carefully read and documentation should be kept safe for future references.

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 for 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

- Whole of System Warranties are supported by appropriate industry licenses and certificates and any claims on workmanship must be made to in writing to our office for rectification within the Whole of System warranty period of 5 years
- Our liability under this Contract is limited to the lower of the cost repairing the Product or system or replacing the Product with the equivalent.
- Title to the ownership of the Products and Services installed will pass to you only when payment in full is made by you or your loan provider. We reserve the right to remove and resell the Products if full payment is not made. Any costs of such recovery will be to your account.
- You agree that Risk arising out of Products and Services delivered, passes to you on the date on which the Products are installed



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- You or your representative are required to be present at the time of installation time to verify and confirm completion with installers. Failure to do so will require the installer to revisit the property which will be an extra cost to you
- You acknowledge that Energy Tarriff's may change from single tarriff to TOU (time of use) tarriff and that energy suppliers have varying terms and plans and these changes will be at your cost.
- You will specifically agree to resolve any disputes via mediation prior to having any right to take legal action in relation to or arising out of this contract or the supply of the Products and Services referred to in it.
- If a network preapproval is required for your installation and such approval is not granted a full refund of your deposit will be provided less any applicable network charges apparent for the application process.
- A full refund will be provided on request in the cases of :

The Final design agreed to is significantly different than quoted in the contract and not signed off by the customer.

The site specific full system design and performance estimate is not provided before the expiry of any cooling off period.

The consumer does not consent to this information upon receiving it.

The estimated delivery timeframe for installation as agreed upon at the point of contract was not honoured for reasons reasonably in our control or extension of time period not agreed by the consumer.

Failure to gain grid connection preapproval prior to installation and subsequent non approval from the distributor to connect the system.

Extra Chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by Solar Dynamics and the consumer does not consent to these additional costs



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Solar Dynamics 5 Year Whole Of System Warranty

Section 1

Solar Dynamics Pty Ltd provide a warranty period of 5 years on the operation and performance of the complete system installed, including workmanship and products.

Solar Dynamics shall be responsible only for any defect/s in the Goods supplied by Solar Dynamics Pty Ltd (except those defect/s covered by Section 2) or for faulty workmanship of Solar Dynamics Pty Ltd appearing in the work within a period of 5 years from the date of installation ("the Guarantee Period")

Solar Dynamics Pty Ltd shall not be liable for any defect/s in the Goods unless the defect/s has occurred during the Guarantee Period.

Solar Dynamics Pty Ltd shall make available or otherwise provide the Customer with the benefit of warranties and guarantees provided by the manufacturers or suppliers of the Goods and Consumer Law.

Original warranty documentation will be provided to the Customer by Solar Dynamics Pty Ltd in the Operation Manual.

Manufacturer's warranty for all third party products including PV Modules, Inverters, Batteries, and Mounting frames are warranted by the manufacturer, please refer to their warranty documents provided for specific terms and conditions.

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 for 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"

Solar Dynamics will comply with the Clean Energy Council Code of Conduct at all times.



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Exclusions and Limitations

Section 2

Solar Dynamics Pty Ltd will not be responsible for loss or damage to any of the Customer's property, real or personal, or for any faults or defects in the Goods due to misuse or damage caused by others, including the Customer, or if the Goods fail to operate due to any or all of the following including but without limitation

- 1.0 An event of Force Majeure
- 2.0 Atmosphere electrical discharges;
- 3.0 Flooding or water damage, unless caused by faulty components or workmanship.
- 4.0 The data supplied by the Customer was inaccurate or untrue,
- 5.0 Improper maintenance by the Customer;
- 6.0 The Customer has failed to maintain the site to ensure that there is no obstruction to the successful operation of the System,
- 7.0 Unauthorised repairs, modifications or additions by the Customer.
- 8.0 Faulty operation of Customer equipment,
- 9.0 The System fails to operate because of climate conditions beyond that which could be reasonably anticipated having regard to Site location and recorded weather patterns,
- 10.0 Network or Utility spikes in the grid.
- 11.0 Natural disaster, or
- 12.0 Any other cause beyond the control of Solar Dynamics except as required by Consumer Law and applicable rights of consumers

Subject to those conditions and warranties necessarily implied the Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at Solar Dynamics Pty Ltd option, be limited to the following:

1.0 In the case of goods:

- a) The replacement of the goods or supply of equivalent goods
- b) The repair of goods
- c) The payment of the cost of replacing or repairing equivalent goods

2.0 In the case of services:

- a) The supply of the services again
- b) The payment of the cost of having the services supplied again

So long as Defects or failures have arisen solely from faulty equipment, materials or workmanship and the equipment has not received maltreatment, inattention or interference.

