

# Penrith Solar Centre – Terms and Conditions

The purpose of these Terms and Conditions is to cover all aspects of your solar journey; Sale, Finance, Acceptance, STC's, Title of the Goods, Substitution, Grid Connection, Pre-Installation, Installation, After Installation Service, Intellectual Property, Privacy and General to assist you with any remedies and/or rights needed.

## 1. Definitions

**Approved Lender** means a finance company and or agreement approved by Penrith Solar Centre.

**Contract** means the signed agreement for your solar or battery system.

**Commissioned** means the system has been handed over, installed, tested, commissioned and a certificate of compliance has been issued. It does not mean grid connection.

**Customer** means all the person(s) buying the system specified.

**Distributor** means the organisation or company who owns, maintains and operates the electricity network.

**GST** has the meaning given to that term under the A New System (Goods and services Tax) Act 1999 (Cth).

**Installer** means Penrith Solar Centre staff member.

**Price** means the amount payable for the goods as agreed by Penrith Solar Centre and the customer on the accepted Penrith Solar Centre contract.

**STC** means Small Scale Technology Certificates.

## 2. Sale

- a) Penrith Solar Centre will provide the customer with a quote, estimated output of the Solar System and Contract for sale.
- b) Penrith Solar Centre calculates expected return on investment and savings based on current data, bills, tariffs, and information provided by the customer. Penrith Solar Centre is not liable or responsible for future changes such as, but not limited to, electricity/consumption tariffs, feed-in tariffs, retailer billing and shading. Penrith Solar Centre recommends contacting your retailer if unsure about retailer charges and tariffs.
- c) The quote provided to the customer is valid for fourteen (14) days unless there is a written agreement between the customer and Penrith Solar Centre.
- d) The customer must pay the price as follows:

- a. Unless Penrith Solar Centre agrees to a different time frame for payment in writing prior to the signed contract for payment, a deposit of 10% is payable to Penrith Solar Centre on acceptance of the contract within 48 hours and is subject to law.
  - b. The balance of the price is due after the solar system is installed and fully operational (excluding any metering upgrades from your distributor) following receipt of a valid tax invoice; and
  - c. If agreed with Penrith Solar Centre that the balance of the price is to be financed by an approved lender the customer must do everything necessary to assist Penrith Solar Centre to procure payment of the balance no later than the date agreed with Penrith Solar Centre.
- e) Penrith Solar Centre can accept the following as a payment method, Visa, Mastercard, American Express, bank transfer, cheque or approved lender and/or by any other method agreed between Penrith Solar Centre and the customer.
- f) If a dispute arises, the customer is not entitled to discount, off set or deduct from the price. The customer is not entitled to withhold any money owed to Penrith Solar Centre.
- g) Penrith Solar Centre's price includes GST unless stated on the contract and invoice.
- h) Card payments for final balance and deposits are subject to the following fees:
- a. Mastercard / Debit card =1%; and
  - b. American Express = 1.7%.

### 3. Finance

- a) If Penrith Solar Centre offers a finance option through a third-party provider, Penrith Solar Centre will provide the customer with a Supplementary Agreement Pro Forma to be signed at the same time as the contract is signed.

### 4. Acceptance

- a) The customer and Penrith Solar Centre exclusively accept and are immediately bound by these terms and conditions when the deposit is paid, and the contract is signed by the customer (including by digital signature).
- b) The customer warrants that they have the power to enter into this agreement or has obtained all necessary authorisation to allow them to do so, they are not insolvent, and that this agreement creates a binding and valid obligation on them.

## 5. STC's

- a) Penrith Solar Centre provides the customer with a STC deduction on the system. The customer assigns Penrith Solar Centre the right to create all STC's in respect of the system.
- b) The STC deduction is based on the supply and demand of the renewable energy certificate market and is subject to change. Penrith Solar Centre confirms the STC prices are locked in at the point of contract signing and deposit payment.
- c) Penrith Solar Centre may lock in a STC amount at the sale on the contract by specifying the amount locked in. This amount is only valid if Penrith Solar Centre can install within the time frame outlined in clause 10a). If the customer delays installation Penrith Solar Centre in its discretion may cancel the contract outlined in clause 9d).
- d) Penrith Solar Centre is not liable for changes to the STC renewable energy certificate market.
- e) The customer must provide any information or sign any document that Penrith Solar Centre may require to create or register a STC/rebate including, without limitation, an STC/rebate assignment form.
- f) If Penrith Solar Centre is not able to create STC's in respect of the system and STC deduction as a result of the information provided, completed or signed by the customer or not provided, completed or signed the price will be increased by the STC deduction. If this occurs, Penrith Solar Centre will provide the customer with 30 days' notice and will issue a valid tax invoice to the customer and the customer must pay this within 7 days of Penrith Solar Centre issuing a valid tax invoice.

## 6. Title of Goods

- a) The legal ownership and title of the system and all good(s) associated with the system remain with Penrith Solar Centre until Penrith Solar Centre is paid in full and the customer has met their obligations to Penrith Solar Centre.
- b) Penrith Solar Centre reserves the right to repossess the system and any good(s) associated with the system with notice if payment is not received in full.

## 7. Substitution

- a) All Penrith Solar Centre goods will not be substituted for other products without prior agreement from the customer.
- b) Substitutions will only be upgrades from the original products in the signed contract.
- c) The customer reserves the right to terminate their contract with Penrith Solar Centre if a substitution is actioned. If the customer exercises this right, the

customer is entitled to a full refund of all monies paid to Penrith Solar Centre, within 14 days of notice of termination.

## 8. Grid Connection

- a) Penrith Solar Centre will prepare and submit the grid application 'permission to connect' to the distributor prior to installation for connection approval with the non-refundable deposit.
- b) Penrith Solar Centre will prepare and submit the required documentation for meter reprogramming and/or change over. The customer is responsible for communicating with the customer's electricity retailer and electricity distributor regarding the installation or upgrade of any such metering or load control related equipment.
- c) If the grid connection is rejected by the distributor beyond Penrith Solar Centre's control before the installation of the system and Penrith Solar Centre is unable to rectify the issue the customer is entitled to the return of all money paid.
- d) The price does not include cost(s) associated with connecting the system to the grid, including but not limited to, meter change/reprogramming and/or distributor works.

## 9. Pre-Installation

- a) Cooling off
  - a. Suppliers using unsolicited sales practices (e.g. telemarketing or door to door trading) must provide a 10-day cooling off period. Under the Australian Consumer Law, it is an offence for any money to be received or goods or services to be provided before this cooling off period expires.
  - b. Where the sale is not per 9a)a (unsolicited sales practices), Penrith Solar Centre offers a 48-hour cooling off period unless works have been requested to commence prior to this by the customer in which case the cooling off period is one working day prior to the requested start of the installation.
- b) Variations
  - a. In the event a variation is required, the following steps shall be taken:
    - i. Penrith Solar Centre shall explain the need for the variation to the customer by providing information and assumptions used at the time of entering into the contract and comparing to the actual requirements of the installation;
    - ii. Penrith Solar Centre shall explain any customer detail change, design amendment or price change (increase or decrease) with the customer;

- iii. Penrith Solar Centre shall obtain the customer's written or verbal approval of the changes before any contract information change or works are undertaken;
  - iv. Upon receiving the customer's written or verbal approval of the variation, Penrith Solar Centre shall undertake the works approved for the variation;
  - v. Within a reasonable time after the customer's written or verbal approval has been granted, Penrith Solar Centre shall issue the customer with a variation notice to formally outline the changes that were agreed.
- b. Variations may include but are not limited to:
- i. Updating customer details and information on contract documents; or
  - ii. Upgrading or amending customer switchboards or electrical infrastructure unless specifically quoted at the time of entering into the contract; or
  - iii. Difficulty accessing site or work areas due to unforeseen circumstances or customer restrictions; or
  - iv. Increasing or decreasing the number of solar panels either due to the customer's request or onsite design requirements; or
  - v. any other reasonable change that causes the Solar System installation to be substantially different to what was assumed at the time this contract was executed.
- c. The customer agrees that once they receive the formal variation notice from Penrith Solar Centre this will be deemed as accepted due to the customer providing written or verbal agreement before the changes or works were completed.
- c) Refunds
- a. On the customer's request Penrith Solar Centre will provide the customer a full refund when:
    - i. The final system design Penrith Solar Centre has provided in accordance with clause 2a) is substantially different to that quoted at point of contract and is not signed off by the customer;
    - ii. In accordance with clause 2:
      - 1. the site-specific full system design and performance estimate is provided as a deliverable of the contract, and this information is not provided before the expiry of any cooling off

period and the customer does not consent to this information upon receiving it; or

2. the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within Penrith Solar Centre's control, and the customer does not consent to a revised timeframe; or
3. in accordance with clause 8, Penrith Solar Centre acting on behalf of the customer to obtain grid connection approval fails to gain approval by customers Distributor.

d) Cancellation

- a. Penrith Solar Centre may cancel any contract to which these terms and conditions apply or cancel delivery of goods and/or equipment and/or solar system by giving notice to the customer. Notice can be constituted by written notice of not less than 30 days.
- b. On giving such notice Penrith Solar Centre agrees to refund the customer any and all amounts that have been paid by the customer in full (this may include the goods or equipment). Penrith Solar Centre will not be liable for any loss or damage whatsoever arising from such cancellation.
- c. In the event the customer wishes to cancel the delivery of the goods and/or equipment and/or solar system the customer may be liable for costs involved, such as, but not limited to; administration fees and grid connection fees.
- d. In the event the customer cancels within their cooling off period, any deposit paid less any administration fees incurred will be refunded to the customer.
- e. In the event the customer cancels outside their cooling off period, any deposit paid will not be refunded.

## 10. Installation

a) Time Frame

- a. Penrith Solar Centre must use all reasonable endeavours to install your system within Three (3) months of the date of your contract.
- b. Penrith Solar Centre may delay the installation date to a later date for any reasons beyond its control, acting reasonably, including but not limited to, Unsafe weather conditions, connection approvals, availability of product(s) or pandemics/epidemics.
- c. In the event Penrith Solar Centre delays the installation as per clause 10a)b Penrith Solar Centre will reschedule the system installation as soon as practical and inform the customer of the new install date.

b) Goods

- a. The customer must inspect all products on arrival. Any damage noted must be communicated to Penrith Solar Centre immediately.
- b. If any damage to the good(s) occurs prior to transfer of ownership, Penrith Solar Centre reserves the right to claim all insurance relating to each product(s).
- c. If the customer requests Penrith Solar Centre to leave goods outside the customers premises for pickup or delivery the goods shall be left at the customers' sole risk. Any such request must be made in writing.

c) Access

- a. The customer shall ensure that Penrith Solar Centre always has clear and free access to the work site and enable them to undertake any work(s).

d) Compliance

- a. To ensure your system meets all Australian/New Zealand standards (AS/NZS 5033:2021, AS/NZS 5139:2019 and AS/NZS 4509.1:2009) all Penrith Solar Centre solar installations will be commissioned by a CEC accredited installer (hereinafter referred to as "installer"). Any invoice includes all costs associated with the installer
- b. Penrith Solar Centre agrees to provide you with details of your installer on your written request before the installation of your system.
- c. The customer agrees that Penrith Solar Centre is responsible for any loss or damage caused to your property as a result of the installers act, omission, workmanship and/or negligence.
- d. While the installer takes all due care, if there is any damage to the customers roof the installer may repair or replace any such damage, provided the customer has the necessary tiles available.
- e. Penrith Solar Centre may use subcontractors for works outside the scope of solar and battery installation (eg. Repair work) at any time during the contract but remains liable for all work carried out pursuant to the contract.
- f. The customer agrees that Penrith Solar Centre does not guarantee any noise levels (internal or external) and is not liable for any loss, damage or costs relating to noise levels.
- g. If Penrith Solar Centre or the installer or any representative of Penrith Solar Centre for any reason believe (including the discovery of asbestos, site conditions, defective or unsafe wiring or dangerous access to roofing) the premises is not safe for the installation of the system, Penrith Solar Centre shall be entitled to delay installation of the system until Penrith Solar Centre, acting reasonably, is satisfied the safe installation can proceed. All work(s) that may be undertaken by Penrith Solar Centre in order to make the

premises safe for installation shall be at the customers cost and customer's sole risk.

- h. If any equipment or good(s) need to be relocated due to a customer's request, neighbourhood or local authority complaints, the customer will be responsible for any reasonable cost(s).
  - i. The customer acknowledges and agrees that it is their responsibility to ensure all equipment partly or completely installed on site against theft or damage other than that caused by the installer.
- e) Structural Integrity
- a. Penrith Solar Centre must take every reasonable precaution in installing the system on the roof of the site. However, the customer acknowledges that Penrith Solar Centre did not build the site. Penrith Solar Centre does not assume any liability in respect of the structural integrity of the roof or its ability to absorb and withstand the weight of the system. Furthermore, the customer acknowledges that the installation of the system may affect the roof manufacturer's warranty.
- f) Rubbish Removal
- a. Penrith Solar Centre will remove its own rubbish and or clean up. Penrith Solar Centre is not responsible for the removal of rubbish or clean-up of the home/construction site(s) and it is the responsibility of the customer, unless previously discussed and confirmed in writing with Penrith Solar Centre.

## 11. After Installation Service

- a) Penrith Solar Centre offers a minimum retailer's warranty of ten (10) years on the operation and performance of the PV system, including workmanship and products. A copy of these warranty documents will be in the customer's handover document.
- b) Penrith Solar Centre will provide a method of how your solar energy output can be measured at handover of your system and in the customers' completion pack.
- c) Customers will receive information in their completion pack on how to appropriately maintain their system.

## 12. Intellectual Property

- a) Any design(s), drawing(s), or developed goods and/or equipment for the customer provided by Penrith Solar Centre remain the property of Penrith Solar Centre.
- b) The customer agrees that Penrith Solar Centre (at no cost) can use any documents, designs, drawings or goods, which Penrith Solar Centre has created for the customer for promotional, marketing or competition purposes, provided the customer has provided written consent before any such use.



## 13. Privacy

- a) All parties to this contract are bound by the Privacy Act 1988 (Cth).
- b) Penrith Solar Centre may, with the customer's prior written consent, be permitted the right to use all photos taken by its installers for promotional purposes.
- c) Penrith Solar Centre may, with the customer's prior written consent, be permitted the right to use the customer's first name and suburb for promotional and sales purposes. The promotional purpose will be methods of social media and Penrith Solar Centre's website.
- d) Penrith Solar Centre reserves the right to release person particulars (the customer's name, address, sex, date of birth, name of employer, and driver's license number) in order to proceed with any agreement with financier, distributor and the customers electricity retailer only.
- e) The customer may request a different arrangement regarding privacy in writing and signed by both Penrith Solar Centre and the customer.

## 14. General

- a) Penrith Solar Centre will comply with the NETCC (The New Energy Tech Consumer Code). Any term of the installation contract which is or becomes unenforceable does not invalidate the other terms of the installation contract.
- b) The failure of Penrith Solar Centre to enforce any provisions of these terms and conditions will not be treated as a waiver of that provision, nor should it subsequently affect Penrith Solar Centre's right to enforce that provision. If any provision of these terms and conditions shall be deemed invalid, void, illegal or unenforceable, the validity, existence, legibility and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- c) The laws and jurisdiction of the New South Wales Court shall govern these terms and conditions and any contract to which they apply.
- d) Neither party shall be liable for a default due to an act of God, war, terrorism, strike, lock out, Industrial action, fire, flood, storm or other event beyond the control of either party.
- e) Penrith Solar Centre must effect and maintain the following insurances with reputable insurers:
  - a. public liability insurance, appropriate to the installation services and products for an amount of not less than \$20 million, including coverage for death, personal injury and loss or damage to personal and real property; and
  - b. workers compensation insurance, in accordance with the applicable law.