



## Solar Electricity Packages – 1800 155 597

# Solar Link Australia P/L

### TERMS & CONDITIONS

#### 1 Agreement

##### 1.1 Parties

This Agreement is between Solar Link Australia Pty Ltd (ABN 87 117 053 666) (**Solar Link**) and the customer described in the Registration Form (**Customer**).

##### 1.2 Documents comprising the Agreement

This Agreement comprises of the following documents (collectively referred to as the **Agreement**): (a) these terms and conditions; (b) Solar Link's registration form and Building design checklist (**attached**) completed and submitted by the Customer; (c) any information relating to the warranties on components of the System provided by Solar Link to the Customer; and (d) all documents executed by the Customer to assign all of its rights in any STCs and Solar Credits to Solar Link in accordance with clause 6.

##### 1.3 Deemed acceptance

An agreement will be deemed to have been created between the parties on these terms and conditions upon: (a) the Customer completing and lodging the Registration Form; (b) the Customer paying Solar Link the initial deposit of 10% of the total listed price in accordance with clause 5; or (c) the Customer directing Solar Link (either orally or in writing) to proceed with procuring any of the components that will form part of the System.

#### 2 Supply of Services

##### 2.1 Solar Link's obligations

Solar Link will supply and install the solar electricity generation system nominated by the Customer in the Registration Form (**System**) at a location nominated by the Customer (**Property**) in accordance with, and as specified in this Agreement (**Services**). Solar Link will perform the Services with appropriate skill, care and diligence.

##### 2.2 Customer's Obligations

The Customer must pay Solar Link the price for the Services shown on the Solar Link's Tax Invoice.

#### 3 Subcontracting

Solar Link may at any time subcontract or assign any right or obligation under this Agreement for the purposes of providing the Services. If Solar Link subcontracts any of the Services, Solar Link remains fully responsible for the Services and its obligations under this Agreement.

#### 4 Variation and installation

##### 4.1 Termination for government non-approval

Solar Link will not install the System until it has obtained all compulsory permits and approvals from the relevant government authorities. Solar Link may at any time change the Installation Date or terminate this Agreement if government approvals are not received.

##### 4.2 Time for installation

(a) Solar Link will provide the Customer with the estimated date for installing the System but will have no obligation to advise the Customer of the exact installation date (**Installation Date**) until the week prior to the estimated installation date. Average lead time on installation from date of ordering is four weeks. (b) Although Solar Link will use its best endeavors to install the System on the Installation Date, Solar Link may at any time change the Installation Date because of: (i) the unavailability of any of the components forming part of the System; (ii) the unavailability of an installer; (iii) inclement weather; (iv) legislative or government changes that require further approvals to be obtained before the System can be installed; (v) physical conditions on the Property and its near surrounds that differ materially from the physical conditions anticipated by Solar Link and require Solar Link to obtain additional equipment and/or labor for installing the System; or (vi) any other circumstance beyond Solar Link's reasonable control and requiring Solar Link to change the Installation Date.

##### 4.3 Switchboard

If the Customer's switchboard does not comply with current safety standards or otherwise requires upgrading or replacing, then Solar Link can perform the upgrade or replacement and the Customer must pay Solar Link the price for the upgrade or replacement. The cost of these works is outside of the scope of Solar Link's standard offering. Solar Link can facilitate a quotation from its accredited installer, or the customer may use an electrical contractor of their choice.

##### 4.4 Electricity Tariffs

It is recommended that the Customer contact their Electricity Retailer as installing a Solar PV System may affect their existing Electricity contract resulting in a change to Electricity tariffs. It is also recommended the Customer contacts their Electricity Retailer post installation to confirm that the agreed tariffs have been applied.

##### 4.5 Electricity meter

The Customer's electricity meter may need to be replaced as required by the Customer's electricity distributor. This installation is managed by the Customer's electricity distributor and may be provided free of charge. However, if a charge is applicable for the installation, then any charges incurred



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will be payable by the Customer. A Technical Assessment may be required to be performed by the Electricity Distributor in some locations. A fee may be applicable in these instances. Payment for Technical Assessments are payable directly to the Electricity Distributor. These costs are borne by the customer & are additional to the contracted price with Solar Link. If you have more than one meter, you may bear the cost for Truck Appointment for metering consolidation and/or 2A switch installation for hot water and/or floor heating. In the event that the electricity distributor rejects the grid connect application, all monies will be returned minus reasonable expenses incurred during the pre-approval process.

### 4.6 Roof tiles

Although during installation of the System Solar Link will use its best endeavors to avoid causing damage to the Property, Solar Link will not be liable in any way to the Customer for roofing tiles that crack. Customers with tiled roofs must have spare roof tiles available prior to the Installation Date so that if a tile is cracked, the installer can replace it while undertaking the installation. Installation of the System may be delayed if the Customer does not have spare tiles available on the Installation Date. Solar Link will not be liable for any delays caused by the Customer's failure to comply with this clause.

### 4.7 Aluminum filings and debris

During the installation it is unavoidable for small aluminum filings and debris to collect on the roof and gutter of the Property. If the Customer has a water tank connected to the roof, then the Customer must switch the water tank connection to "DIVERT" for the first couple of times that it rains to flush any filings/debris from the gutters. Solar Link will not be liable to the Customer for any damage caused by such debris, including the cost of removing it from the Property's roof, gutters or tanks.

## 5 Invoicing and payment

### 5.1 Adjustments

Solar Link may adjust the Price as a result of: (a) physical conditions on the Property and its near surrounds that differ materially from the physical conditions anticipated by Solar Link and require Solar Link to incur additional costs in installing the System; (b) any variation to the System required by the Customer; (c) the Property being located on an island or requiring access by boat or ferry, to which a daily fee which will be agreed between both parties prior to installation and will be applied for each day of installation to cover Solar Link's additional travel time and cost of using vehicular ferries; (d) if there is a need for: (i) switchboard upgrades or replacements for the price set out on the Tax invoice; (ii) the installation of RCD (safety) switches; (iii) any other items required to install and operate the solar electricity generation system; (e) any other costs not included in the Price and occurring for reasons beyond the reasonable control of Solar Link. If the Price is increased by Solar Link, Solar Link must give the Customer written notice of the increase as soon as practicable. In addition, should a variation to system design be deemed necessary due to shading, insufficient screw lines due to purlin spacing, insufficient roof space or any other reason, Solar Link Australia will seek written agreement from the client prior to commencing the Installation.

### 5.2 Finance and alternative purchasing arrangements

Should a customer elect to purchase a solar PV system that is not a direct purchase agreement (for example, a credit contract or a lease) the following will be supplied: a) the name of the provider to whom the consumer will be contracted; b) a clear statement regarding the nature of the arrangement being entered into (e.g. whether it involves a credit contract or other financial product within the meaning of the Australian Securities and Investments Commission Act or a nonregulated credit arrangement); c) a clear statement that the periodic payments will be supplied, including fees and charges. The client will also be supplied with a comparative outright purchase price.

### 5.3 Payment of Services

The Customer will, subject to the terms of this Agreement, pay Solar Link: (a) the deposit of 10% as set out on the Tax Invoice (**Deposit**); (b) the balance of the Price on the Installation Date. Payment methods accepted include EFT, Credit Card, Chq or Cash; c) The quote or tax invoice is valid for 14 days from date of issuance.

### 5.4 Default interest

The Customer must pay Solar Link default interest at the rate of 10% per annum on all overdue amounts owed by the Customer to Solar Link. Interest will be calculated daily and payable together with the overdue amount.

### 5.5 Condition precedent

Solar Link will not: (a) commence performing any of the Services, including negotiating any grid connection contracts with retail electricity distributors until the deposit described in clause 5.2(a) is received; and (b) install the System until a pre-approval is received from the Electricity Distributor.

### 5.6 Changes to government incentives

Solar Link will not be responsible for changes to any government related incentive scheme. The Customer's liability to pay Solar Link the Price in accordance with this clause 5 will continue notwithstanding any changes or removal of government incentives to the Customer for the installation of solar electricity generation systems or solar hot water systems. The Customer should contact the relevant government body to discuss incentives currently available.

## 6 STCs

(a) The Renewable Energy (Electricity) Act 2000 (Cth) allows owners of eligible solar power systems to create Small-Scale technology certificates (**STCs**) or to assign their right to create STCs to persons registered with the Office of the Renewable Energy Regulator. Small-scale Technology Certificates, or STCs, are a tradable commodity attached to eligible installations of renewable energy systems (including solar panels, solar water heaters and heat



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pumps). Under the Federal Government's Small-scale Renewable Energy Scheme, when an eligible system is installed, one may claim a set number of STCs. The number of certificates you can claim may vary depending on the geographic location and the size and capacity of the installed system. STCs have a ceiling price of \$40 (exc. GST). If there are a surplus of STCs in the market, the STC Clearing House facilitates the exchange of small-scale technology certificates (STCs) between buyers and sellers at the fixed price which is \$37 (exc. GST) and is accessible via the REC Registry. Further information about STCs and the Clearing House can be found at <http://www.cleanenergyregulator.gov.au/OSR/REC/STC-clearing-house> (b) The Customer agrees to execute all documents and do all things necessary to assign and transfer all of its rights to create STCs for the installed System to Solar Link. (c) The parties agree that each individual STC to be assigned from the Customer to Solar Link will be valued at (Refer Tax invoice). (d) The Price shown on the Solar Link Tax invoice reflects the amount payable to Solar Link after deducting the value to the Customer of assigning its right to create STCs in accordance with clause 6(b) (comprising of the number of STCs that could be created from the installed System multiplied by the value of each STC).

### 7 Information

The Customer agrees that although Solar Link has used its best endeavors to ensure that any information on the Solar Link website, including information regarding government assistance schemes, feed-in tariffs, REC multipliers and legislated values on STCs (**Solar Link Provided Information**) is accurate and up to date to the best of its knowledge and information: (a) unless Solar Link expressly agrees otherwise in writing, the Solar Link Provided Information: (i) has been provided only for the Customer's convenience; and (ii) has not been and will not be relied upon by the Customer for any purpose (including entering into this Agreement); (b) Solar Link does not: (i) assume any responsibility or duty of care in respect of; or (ii) warrant, guarantee or make any representation as to, the Solar Link Provided Information (including its accuracy, completeness or adequacy to the Customer); and (c) Solar Link will not be liable to the Customer or any third party in contract, tort, equity, under statute or otherwise arising from or in connection with the Solar Link Provided Information, the provision of the Solar Link Provided Information or the non-provision of any other Solar Link provided Information. From time to time, Solar Link may communicate information to the Customer which it receives from third parties including the government. Whilst Solar Link takes care in ensuring that the information it passes on is correct, Solar Link will not be held liable for any misrepresentations or actions of third parties in respect of this information and Customers should inquire as to the validity and accuracy of any such information and in particular government schemes and the cost of changing electricity meters (if required). Any projections of future financial performance have been prepared in good faith but are for illustrative purposes only. Each Customer's circumstances are different, and customers should seek their own financial advice with regard to the potential financial returns associated with their System.

### 8 Warranties

#### 8.1 Warranties offered

Solar Link offers Customers the following warranties: (a) if the System includes the supply of a solar electricity generation system: (i) workmanship on installation for a period of 5 Years from the Installation Date. This includes all parts, installation and performance; (ii) inverters will be free from manufacturing or performance defects for a period of 10 years from the Installation Date; (iii) solar panels will be free from manufacturing or performance defects for a period of 25 years from the Installation Date; (iv) solar panels performance will equal or exceed: (A) a minimum of 90% of the specified wattage for a period of 10 years from the Installation Date; and (B) a minimum of 80% of the specified wattage for 25 years from the Installation Date, as measured using standard equipment in standard conditions; and (b) the warranty period for batteries is 120 months (ex-works). Post installation, a maintenance manual will be supplied to the customer that will outline how to interpret system performance & how to appropriately

maintain the system. The consumer rights under the warranty sit alongside the consumer guarantees outlined in these terms and conditions in accordance with Australian Consumer Law. As a signatory to the Clean Energy Councils Code of Conduct, Solar Link applies a strict adherence to Australian Consumer Law.

#### 8.2 Limitations

The warranties set out in clause 8.1 do not apply in any of the following circumstances: (a) the Customer (or any third party) interfering with the installation or the System or using the System in a manner contrary to the manufacturer's or Solar Link's directions for use; (b) if the Customer has sold the Property; (c) any damage to the System which occurs as a consequence of inclement weather, fire, flood, hail, lightning strike, explosion, act of God or other like cause; (d) any damage to the System due to accident, negligence, misuse, theft or vandalism; (e) any damage to the System due to faults in equipment owned or used by the Customer; (f) unauthorized alterations, additions or tampering of the System; (g) where the System has been relocated; (h) use of the System beyond specification or design including electrical power, temperature, humidity or dust; (i) the System is sold by the Customer to a third party; (j) the System is repaired by any third party not approved by Solar Link; (k) where the Customer's house structure and or roof is deemed by Solar Link to be unsuitable for Solar Link's standard racking system; (l) other events beyond the control of Solar Link; or (m) the Customer failing to give Solar Link notice of the defect in accordance with clause 8.3.

#### 8.3 Notice

If the Customer becomes aware of a defect that it believes is the subject of a warranty set out in clause 8.1 and not caused by an event described in clause 8.2, then the Customer must advise Solar Link of the defect within the prescribed warranty period of the product &/or service.

#### 8.4 Liability

The remedies in clause 8.5 are the sole and exclusive remedies for any defect the subject of a warranty set out in clause 8.1 and all other remedies implied by law or statute are, to the extent permitted, expressly excluded.

#### 8.5 Rectification of defects



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Solar Link's liability to remedy any defect the subject of a warranty set out in clause 8.1 and not caused by an event described in clause 8.2 will be limited to Solar Link electing, in its sole and absolute discretion to either: (a) replace the System or the component of the System to which the defect relates; (b) repair the System or the component of the System to which the defect relates; or (c) in the case of services provided, re-supply the services.

### **8.6 Inspection**

(a) Solar Link will have the right to inspect the System and the components of the System to determine: (i) the existence and type of any defect; or (ii) the cause of any failure of the System or component of the System, prior to honoring any of the warranties under this clause 8. The Customer grants Solar Link a license to access the Property for this purpose. (b) Although Solar Link will act fairly and honestly when determining the cause of the defect, Solar Link's determination under this clause 8.6 will be final and binding on the Customer.

### **9 GST**

#### **9.1 GST inclusive**

The consideration for a Supply made under or in connection with this document includes GST.

#### **9.2 Taxable Supply**

If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Supplier will give the Recipient a Tax Invoice for the Supply.

#### **9.3 Warranty that Tax Invoice is issued regarding a**

#### **Taxable Supply**

Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

#### **9.4 Definitions**

In this clause the words 'Taxable Supply', 'Supply', 'GST' and 'Tax Invoice' have the meaning given to them by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

### **10 Indemnity**

#### **10.1 Consequential loss**

Solar Link will not be liable to the Customer, or to any party for any indirect, economic, special or consequential loss or damage, loss of revenue, time, goodwill, data, anticipated savings, opportunity, loss of production or loss of profit.

#### **10.2 Limitation of liability**

Other than with respect to a defect to which clause 8 applies, Solar Link's aggregate liability to the Customer arising out of a breach of this Agreement or the supply of the Services will not exceed 50% of the Price.

### **11 Suspension**

Solar Link may, by notice in writing at any time to the Customer suspend the performance of the Services if the Customer has failed to pay any amount that is due and owing under clause 5.2.

### **12 Termination**

#### **12.1 Termination by Customer**

(a) Subject to clause 12.5, the Customer may terminate the Agreement at any time before the Installation Date. (b) There are limited circumstances when consumers may end a contract without penalty and these can include, (i) if the business (Solar Link) has misrepresented the goods, services, terms or conditions; (ii) if a cooling-off period applies. The terms of this agreement operate alongside Australian Consumer Law which gives consumers who enter into a contract, the right to cancel the contract within the cooling-off period.

#### **12.2 Termination by Solar Link**

Solar Link may terminate the Agreement upon the following events occurring (**Termination Event**): (a) if the Customer fails to pay Solar Link any amount due under this Agreement, (b) if Solar Link is unable to complete the installation of the System and Solar Link was not notified by the Customer of the access issues at the time the Property Self-Assessment Form was submitted; (c) if the Customer failed to advise Solar Link at the time the Property Self-Assessment Form was submitted that the Property has asbestos and asbestos is later discovered at the Property; (d) if the Property has a dangerous or non-complying switchboard or wiring, and the Customer has refused to have the dangerous or non-complying switchboard or wiring rectified by Solar Link at an additional cost payable by the Customer; (e) if government approval for the installation of the System is refused or not forthcoming; (f) if the Customer becomes insolvent in accordance with the Corporations Act 2001 (Cth) or Bankruptcy Act 1966 (Cth); or (g) if the Customer does not carry out its other obligations under this Agreement.

#### **12.3 Notification**

Solar Link will notify the Customer if this Agreement is terminated due to a Termination Event occurring within 7 days of a Termination Event.

#### **12.4 Payment by the Customer upon termination**

If: (a) Solar Link terminates this Agreement because of a Termination Event except for the event described in clause 12.2(e); or (b) the Customer terminates this Agreement for any reason other than the reason set out in clause 12.6, then the Customer must pay a cancellation fee equivalent to the deposit of 10%, which will be deducted from the monies already paid to Solar Link. Solar Link will refund the Customer any money paid to Solar Link after deducting the cancellation fee and all reasonable costs incurred by Solar Link or a third party for services already supplied to the Customer, including site consultation fees (if any).

#### **12.5 Sale of Property**

Solar Link Australia Pty Ltd 21 Garden Blvd, Dingley Village VIC 3172 P: 1800 155 597 e:

info@solarlinkaustralia.com.au



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(a) If: (i) the Customer has sold the Property; and (ii) the System has not yet been installed from the date a contract of sale for the Property was executed; and (iii) the new property owner will not accept installation of the System; or (iv) the site conditions of the Customer's new property do not allow for the System to be installed, then Customer may elect to terminate the Agreement. (b) The Customer will not be liable to pay the cancellation fee set out in clause 12.4 if the Agreement is terminated in accordance with clause 12.5 (a) and the Customer has provided Solar Link with a certified copy of its contract of sale. (b) Solar Link will refund the Customer any money paid to Solar Link after deducting all reasonable costs incurred by Solar Link or a third party for services already supplied to the Customer, including site consultation fees (if any).

### **12.6 Termination for convenience**

Solar Link may, at any time terminate this Agreement for its convenience. If the Agreement is terminated under this clause 12.6 Solar Link will refund the Customer all money paid after deducting all reasonable costs incurred by Solar Link or a third party for services already supplied to the Customer, including site consultation fees (if any).

### **12.7 Refunds**

A refund of monies will be applicable when: (i) The system design is significantly different to that quoted at the point of contract and cannot be agreed on by both parties. (ii) Extenuating factors have resulted in unreasonable delays which have impacted on delivery timeframe. (iii) A Network pre-approval is not obtained prior to installation. (iv) Additional charges arise not listed in the terms and conditions and an agreement on costs cannot be reached by both parties. Any monies to be refunded to the Customer under clause 12.7 will be processed within 14 days of the Agreement being terminated.

### **12.8 Solar Link's rights not affected by termination**

Any expiration or termination of this Agreement does not affect: (a) any of Solar Link's rights which may have accrued before the date of termination; and (b) the rights and obligations of the parties under this Agreement which survive termination.

### **13 Intellectual property**

(a) Solar Link retains the intellectual property rights in any document, matter or thing created or produced by Solar Link in the course of performing its obligations under this Agreement. (b) The obligations in this clause continue after this Agreement is terminated.

### **14 Title**

Title to any of the components forming part of the System (including components that have been partially paid for by the Customer) will remain vested in Solar Link and will not pass to the Customer until the Price has been paid in full and received by Solar Link. Until title to the components forming part of the System passes, Solar Link will: (a) be entitled at any time and without the need to give notice to the Customer enter the Property; and (b) have authority to retake, sell or otherwise deal with and/or dispose any of the components forming part of the System.

### **15 Dispute resolution**

#### **15.1 Dispute resolution process**

Any dispute between Solar Link and the Customer must be referred initially for resolution by a representative nominated by Solar Link and a representative nominated by the Customer who must use their best endeavors to resolve the dispute within 28 days of the giving of notice of a dispute by a party.

#### **15.2 Termination of the dispute resolution process**

If the dispute is not resolved by the parties in accordance with the time specified in clause 15.1 then either party may, by notice in writing, commence litigation.

### **16 New Energy Tech Consumer Code**

Solar Link shall comply with the New Energy Tech Consumer Code. A copy can be downloaded by clicking [here](#).

### **17 Complaints**

#### **17.1 Making a complaint**

If you have a complaint relating to the System, its installation or this agreement generally, you can make a complaint to us by:

- (a) calling us on our telephone number as set out in the Quote; or
- (b) giving us written notice of this, by post or email.

Solar Link will handle your complaint in accordance with our standard complaints procedures which complies with The New Energy Tech Consumer Code, then these procedures will comply with the Australian Standard on Complaints Handling.

#### **17.2 If you are still not satisfied**

If you are not satisfied with the outcome of your complaint, you may refer the matter to the NETCC Administrator at (03 9929 4195) or the relevant Fair Trading or Consumer Affairs office in your state or territory, as listed below:

**New South Wales:** NSW Fair Trading – 13 32 20

**Victoria:** Consumer Affairs Victoria – 1300 55 81 81

**Queensland:** Office of Fair Trading Queensland – 13 74 68

**South Australia:** Consumer and Business Services SA – 13 18 82

**Western Australia:** Consumer Protection – 1300 30 40 54

**Tasmania:** Consumer, Building and Occupational Services (CBOS) – 1300 654 499

**Australian Capital Territory:** Access Canberra – 13 22 81