



## Amazing Solar Agreement terms & conditions

### Definitions:

- a) The Organisation - H&M Global Pty. Ltd. T/A Amazing Solar Solutions
- b) You - person/s and or organisation/s to who the quote/contract is addressed to.
- c) Goods - the system/products listed in this quote/contract

### Agreement:

#### 1. Customer Declaration

- 1.1 You are over the legal age of 18 Years
- 1.2 You are one of the registered owner of the property at the installation address and your name is on the title deed of the Installation Address
- 1.3 You have never received or have never been approved for any rebate, financial assistance solar credit or small-scale technology certificate (STC's) for small generation solar power system at the Installation Address.
- 1.4 You understand and acknowledge that once you have signed the contract, any variations to the system design must be documented and signed off by you prior to the installation.

#### 2. Payment & STC's:

- 2.1 The Organisation must have the final payment prior to OR on the day of the installation by Credit Card or Cheque. If you prefer Electronic Fund Transfer (EFT), the transaction must be completed 48 hours prior to installation and you must provide us with written proof of the transfer. The customer must provide Credit Card details/cheque/ EFT Receipt to Installer prior to the installation. The installation will not be carried out unless payment has been received by The Organisation.
- 2.2 You are agreeing to pay Amazing Solar Solutions the STC's as part payment for your system. The STC's will be paid directly to The Organisation or The Organisation's agent.
- 2.3 STC's in the Clearing House are only sold when there is a buyer, there is no guarantee how long this will take to sell and the customers are not guaranteed \$40.
- 2.4 If the office of Clean Energy Regulator (<http://ret.cleanenergyregulator.gov.au/>) determines you are not eligible to receive STC's, and therefore The Organisation is unable to receive the STC's as part payment, you will be liable to pay The Organisation the value of the STC's, as determined by market rates.
- 2.5 If you are not eligible for STC's, or if you wish to claim the STC's incentive yourself, the complete payment (including trading costs of the STC's) of the system is due before the installation.
- 2.6 You acknowledge that if you breach any conditions of the STC's incentive regulations, you may be financially liable to the Office of Clean Energy Regulator. (<http://ret.cleanenergyregulator.gov.au/>). If you commit any breach of the Incentive Regulation, you acknowledge that The Organisation will not be liable to you.
- 2.7 The Organisation or The Organisation Agent will arrange for the complete documentation and processing of the sale of STC's. You acknowledge that the price of STC's is governed by market movements and the REC guidelines. If the market price falls below a certain price, The Organisation may decide to delay the installation until the price rises to a higher level. The Organisation may also refuse to carry out installation and refund your complete deposit. If the market price falls below a certain price, as determined by The Organisation at its absolute discretion.
- 2.8 If you fail to pay any amount that is due and payable under this agreement, The Organisation will be entitled to charge interest on the unpaid amount at the current Reserve Bank target cash rate



plus 2.5%. You will also have to pay The Organisation any costs associated with the recovery of such unpaid amounts

2.9 Title and ownership of the Solar system will vest in you upon The Organisation receiving complete payment from you for the cost of the Solar system.

2.10 Failure to pay the complete amount may result in The Organisation taking legal action against you and it will void all warranties.

### 3. Authority of access to property:

3.1 You authorise The Organisation and its contractors, employees and installers. Full access to the property at all reasonable times to carry out all work associated with the installation of your Solar system including site inspections, the signing of required paperwork, the delivery and installation of the PV Solar system, and connection to the grid.

3.2 Your cooperation is required to enable site inspections/installation to occur at the earliest possible time, which is convenient to The Organisation.

### 4. Liabilities and Risk:

4.1 The ownership and insurance risk of the PV Solar system passes to you upon installation and The Organisation receiving full payment for the Solar system. It is your responsibility to ensure that your property insurance adequately covers the cost of your PV Solar system.

4.2 You acknowledge The Organisation accepts no liability or responsibility for your STC's incentive as administered by the Office of Clean Energy Regulator (<http://ret.cleanenergyregulator.gov.au/>)

4.3 You acknowledge The Organisation accepts no liability or responsibility for your Feed-in-Tariff (FiT), as administered by the relevant Government body. You need to contact your electricity retailer or relevant State or Territory government before signing this contract in relation to the applicable feed in tariff. You need to check before signing this contract; the new electricity tariff rates that may apply; and after installation of the solar PV system, to confirm that the agreed tariff has been applied. Your electricity contract/tariff may change following installation of the solar system.

4.4 The Organisation accepts no responsibility for any damage or loss caused to your property by the installer, which has not been caused by the installer's negligence. All The Organisation installers are subcontractors who are required by The Organisation to have appropriate third party damage insurance, under relevant state and territory laws. The Organisation will work with you and the installer to rectify any damage caused to your property by the installer's negligence.

4.5 You acknowledge that The Organisation will not be responsible for any damage caused to old and brittle roofing tiles that may be cracked or damaged during installation.

4.6 The Organisation will not be liable for any unexpected costs, which may arise in relation to the removal and handling of asbestos at your property in relation to the installation of the Solar system.

### 5. Meters & Switchboard:

5.1 You acknowledge that any electricity provider's compulsory meter box upgrade required for your property is not included in the agreement. You may choose to utilize the electrician providing the solar installation at extra cost for a meter box upgrade or via the customer's own resources. Smart meter installation & Smart meter programming required for your property is not included in this agreement.

5.2 If the existing switchboard and /or electrical infrastructure at the installation address, or any other surface access or structures where the system is to be installed, do not comply with all relevant legal requirements (including all relevant codes and regulations) you may need to repair, replace or upgrade those at your own cost prior to installation.

5.3 You will be paid a full refund upon request when extra chargeable work arises, which was not specified in the initial contract and you did not subsequently consent to these additional costs.

5.4 In the event that the meter box is located remotely from the inverter installation location, and such costs are not provided for in the relevant The Organisation quotation, the customer will be required to arrange and pay for the additional work.



5.5 The Organisation' quote does not include additional costs in relation to re-configuration of your meter as part of the grid connection process which comes from your power distributor or electricity retailer.

5.6 The Organisation will not be liable for any unexpected costs which may arise in relation to the removal and handling of asbestos at your property in relation to the installation of the solar system.

5.7 If you are connected If you are connected with any Electric Hot water/Slab Heating/Climate Saver/Or Peak Meter you will need to arrange wiring work at your own cost,including installation of the timer/contactors/any amps switches to control the system. The Organisation is not responsible for any losses arising from delay in connecting to the grid.

## 6. Delivery and Installation

6.1 Estimated timetable for installing the system is 2 months of accepting the quote.

6.2 The Organisation will comply with the Clean Energy Council code of Conduct.

6.3 The Organisation will make every reasonable effort to install your system in a timely manner. However, we will not be bound to meeting estimated or proposed delivery, installation or system completion dates as we have no control over, for example, worldwide materials availability, peaks in demand created by changes in government legislation, inclement weather and/or other forms of force majeure. A full refund will be offered to the customer if the estimated delivery time frame is not met for reasons within the control of the signatory.

6.4 If difficulties with site access are encountered that were not notified to The Organisation at the time of quote and/or offered by The Organisation to the Customer, additional costs incurred in ensuring the safety of our installers may be payable by the Customer.

6.5 A Homeowner must be present during installation to sign the mandatory declaration assigning the STCs to The Organisation, as per the Renewable Energy Act (2000). Should the installer arrive on the agreed date and the homeowner is not present, a rescheduling fee of \$200.00 will apply and the installation will be delayed.

6.6 If you have any preference regarding panel/inverter placement, you are required to inform installers on when they arrive at the property.

6.7 If you are not present at the property during the time of installation, you are required to authorise an adult to be present at the property to sign all the documents and assume complete responsibility.

6.8 Upon signing the agreement, any requests for modifications to the material/equipment will incur an admin charge of \$200. A new quote will be generated for any changes required.

## 7. Privacy Policy

7.1 You agree to provide The Organisation with whatever personal information is required for the efficient functioning of The Organisation on your behalf, in particular for the accurate completion of the paperwork for the STC's incentive (selling the STCs) and network connection to the grid.

7.2 The Organisation will provide your information to its contractors; employees and installers only as required to effectively perform their duties.

7.3 The Organisation will provide your information, on your behalf to the relevant bodies for the processing the STC's incentive (selling the STCs), to the electricity distributor for connecting your PV Solar system to the grid and if required to your electricity retailer.

7.4 Unless otherwise agreed with you, The Organisation will not provide your personal information to any third parties other than those mentioned above.

7.5 You must sign all necessary documents on the date of installation for the performance of all party's obligations under this agreement.

7.6 The Organisation will not sell your personal information under any circumstances

## 8. Warranties

8.1 The Organisation provides you with a 10 years warranty on the operation and performance on the complete solar system – including workmanship and products, within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to you.



8.2 These warranty rights are additional to your consumer Guarantee rights provided under the Australian Consumer Law (2010). Australian Consumer Law cannot be excluded in any way.

8.3 The Organisation will not be held liable for inaccuracies in relation to warranties in this document. You should refer to the separate warranty documents for full details.

8.4 Responsibility will not be accepted by the Organisation for equipment loss or damage due to any or all of the following:

8.4.1 Power failure, power surge.

8.4.2 Lack of, or improper maintenance by the Customer.

8.4.4 Misuse, abuse, neglect or accident.

8.4.5 Acts of God/natural events - including atmospheric electrical discharges, fire, storm, hail, flooding or water damage howsoever caused.

8.5 Clause 8.2 does not limit the Companies liability if the Organisation or its agents contributed to loss or damage by not installing or connecting the Goods in compliance with applicable laws, regulations and standards.

8.6 The Companies Goods come with guarantees that cannot be excluded under the Australian Consumer Law.

## 9. Cooling Off Period

You understand that under Australian Consumer Law and relevant State Building Acts you are entitled to a cooling-off period of ten (10) working days – where required. All notifications must be received by The Organisation in writing via email, fax or post.

## 10. Finance

Financing is not available on advertised specials and/or promotions. Terms and Condition of repayment of finance and interest will be provided by the finance Organisation.

## 11. Termination

11.1 The Organisation may terminate this contract with you if either of the following occurs:

11.1.1 You do not abide by the terms and conditions.

11.1.2 There are delays in the The Organisation process causing supplier prices to increase; in which case the full deposit will be refunded.

11.1.3 The Organisation has full authority to cancel the installation if installation can't be possible. Customer will receive a full refund of any deposit by cheque or another method.

11.1.4 You may terminate this agreement or contract within the first 10 days business days of quote date. We normally procure the material or equipment required within two weeks of receiving the signed copy of the contract. Customers would have to pay the material cost if the job is cancelled after two weeks of receiving the signed copy of the contract.

## 12. Refunds

12.1 You are entitled to a full refund in the event of:

12.1.1 You cancel this agreement within the cooling off period as stated in clause 9; or

12.1.2 The final design of the system that includes the performance estimate is significantly different to the agreement that was signed off by you; or

12.1.3 The estimated supply and installation frame in clause 6.1 is not honoured and you do not agree to a revised time frame; or

12.1.4 The Organisation does not obtain grid connection approval prior to installation and if you are not granted pre-approval by the network provider to connect the PV System to the network; or

12.1.5 Extra chargeable work arises, which was not specified in the agreement and you, do not consent to the additional costs.

12.1.6. If the site-specific performance estimate is provided after the cooling off period, and you do not consent to the information upon receiving it.