

Prime's Terms and Condition

Definitions and Interpretation of Terms Used:

In this Agreement unless otherwise indicated by context:

- “The Customer or Buyer” means the person or legal entity identified in the Prime Solar Energy’s Quotation.
- “Agreement” means a written / verbal Agreement made between The Customer and the Prime Solar Energy for The Customer to purchase, and the Prime Solar Energy to supply, Goods and Services in accordance with these Terms and Conditions. It also comprises the Details Section, the Installation and PV System Ready Brochure (if applicable), the Installation Conditions (if applicable), PV System warranty, Complaint procedure and the Important Documents referred on our website.
- “Agreement Terms” means this document.
- “Completion” is date when the Goods are installed at the Premises
- “CEC” means Clean Energy Council.
- “Cooling Off period” means The Customer right to withdraw from this Agreement under the Applicable building legislation of the respective State/Territory and is 10 business days.
- “Deposit” means the amount as specified as deposit in the quotation.
- “DNSP” means Distributed Network Service Provider.
- “Electricity retailer” An entity that delivers and sells electricity directly to the end-use The Customer.
- “Goods/ PV System” refers to the entire arrangements, including the Photo voltaic modules and all other equipment’s required to make it work including inverters and components. Goods, PV System and Solar PV System are treated as Synonyms for the purpose of this terms and conditions only.
- “Goods & Services” means the Goods and or services described in an Order that is accepted by the Seller and includes all Goods or parts used in the installation in accordance with these Terms and Conditions.
- “Government” refers to the Australian, a State or a Local Government, or a Department, Agency, Authority or Office thereof.
- “GST” means Goods and Services Tax imposed on taxable supplies in accordance with the A New Tax PV System (Goods and Services Tax) Act 1999 (Cth) (“GST Act”)
- “Installation” means installation of Goods which includes solar panel or meter.
- “Invoice” means any invoice for total work or Progress Payment invoice for a portion of the work outlined in the Prime Solar Energy’s Quotation.

- “Latent Conditions”, means conditions or attributes on, over or under the Premises and any building, structure or improvement that forms part of the Premises that could not have been ascertained by visual inspection.
- “Order” means a request for Goods and Services in the Quotation, submitted by the Customer to the Prime Solar Energy.
- “Premises” means the land, building, structure or improvement where the Goods are to be installed or the Services performed, by the Seller.
- “Purchase Price” is the amount specified in the quotation and is the price for the Installation of the PV System before any cash reduction we offer The Customer based on any grant, rebate, environmental right or other benefit which may be applicable.
- “Privacy Policy” means our privacy policy which is available in our website.
- “Quotation” means the Prime Solar Energy’s written quotation for the Goods and Services in the Prime Solar Energy’s quotation request.
- “Quotation Request” means a written or verbal request for Goods and Services by the Customer to the Prime Solar Energy, for Goods and Services in accordance with the Terms and Conditions.
- “Force Majeure Event” includes but is not limited to Act of God, war, fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, flood, sabotage, or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, national defence requirements, latent conditions on or associated with the Premises, weather and the effects of weather and delayed or incorrect instructions and Data from the Buyer or any other even beyond the reasonable control of the Seller.
- “Seller” means Prime Solar Energy and any authorised representative of the Seller.
- “PV System” refers to System, PV System, Solar System, Goods and all conveys the same meaning in this agreement.
- “Applicable Domestic Building Legislation” means the Home Building Act 1989 (NSW) and any regulations made under these acts.
- “We, our or us” means the Prime Solar Energy Company entity stated in the Agreement Details.
- “The Customer or Client or your or you” means an individual/company named as The Customer in the Details Section and also includes an individual/company authorised by them.

1. SALE OF THE SOLAR PHOTOVOLTAIC SYSTEM (“PV System”):

1. The Agreement consists of the Terms and Conditions of Sale, the quotation and the PV System Warranty from Prime Solar Energy. The Customer agrees to make payment as per the quotation and these terms and conditions.
2. Prime Solar Energy agrees to supply and install the products at the premises, which the Customer has selected as per the Quotation and subject to these terms and conditions set out in this Agreement.
3. The Agreement exists between Prime Solar Energy and the Customer, once both the parties properly execute the Quotation page.



4. The terms and conditions are supplied to the Customer at the time of quotation, with a written quotation. The Agreement is formed on the Customer's verbal or written acceptance of the quotation, and this is confirmed, once the Customer accepts and signs the Agreement. Equivalent methods of legal Agreement other than signing the Agreement in person are also permitted for example, electronic acceptance through email.
5. This Agreement is subject to a cooling off period of 10 business days from the initial acceptance of these terms and conditions of the Agreement.
6. The cooling off period can be waived at the request of the Customer in writing. The Customer is entitled to full refund of the deposit, if the Agreement is terminated within the cooling off period.
7. Any variation to the initial Agreement including system design, will be documented and must be approved by each party in writing prior to installation
8. The Purchase Price for the Goods and Services is the price set out in the quotation. Unless otherwise expressly stated in the Quotation, the Purchase Price is inclusive of GST.
9. The Purchase Price depends on the inspection of your premises and upon our quality assurance processes.
10. Cancellation of the agreement must be made in writing and conditions of refunds are detailed in paragraph 7 of this terms and conditions of sale.
11. Prime Solar Energy agrees to comply with the CEC Solar Retailer Code of Conduct.

2. SMALL SCALE TECHNOLOGY CERTIFICATES ("STCs"):

1. The Renewable Energy (Electricity) Act 2000 allows owners of eligible solar power PV Systems to create STC or to assign their right to create STC's to persons registered with the Clean Energy Regulator.
2. Prime Solar Energy notes that the STC's are financial incentives provided by the Government and it is not a rebate. The Customers will not qualify for any government based financial recompense at the completion of the STC creation process. These are included and mentioned in the quotation, as a deduction, reducing the amount payable by the Customer. Once the Quotation is signed, the STC's become the property of Prime Solar Energy.
3. The Customer assigns their right to create STC's in respect of the PV System to Prime Solar Energy.
 - o The Customer will receive a point of sale discount on the price payable by the Customer, which will be detailed on the Quotation; and
 - o The Customer agrees to complete all such prescribed forms and perform all such actions to give effect to the assignment of STC's to Prime Solar Energy or its nominated agent.
4. The overall sale price is dependent on the Renewable Energy Credit's value. Current Australian Government policy allows STC's to be created for each megawatt-hour of eligible renewable energy generated or deemed to have been generated by certain PV Systems that generate electricity including the products purchased under this



Agreement. STC's are traded on an open market and the price of STCs varies from time to time.

5. If there is any change in the Renewable Energy Target Program, Prime Solar Energy reserves the right to adjust the price according to the fluctuation of the STC's multiplier after notifying the Customer.

3. SITE INSPECTION AND ACCESSING PREMISES:

1. The Customer expressly warrants that the premises are suitable for the installation of the PV System. Prime Solar Energy will conduct a site inspection of the premises to confirm OHS standards, installation charges, and site accessibility and any other matters relating to the installation of the PV System within 2 weeks of signing the Agreement/agreeing on the quotation verbally;
 - If at the Site Audit, if we recommend that the installation address is not suitable for the PV System, then this agreement will there upon be ended and the Customer is entitled to full refund of deposit paid.
 - If the Site Audit identifies changes to the goods and services identified in the quotation, a revised price and quotation will be provided to the Customer and the revised price must be approved by both parties in writing before commencing any further work in the site.
2. Cancellation of the agreement under clause 3.1.2 must also be made in writing and the refund policy as per clause 7.4 applies.
3. The Customer grants permission to Prime Solar Energy, their employees, contractors, sub-contractors and/or agents to enter the premises, where the PV Systems are proposed to be installed and commissioned, at any reasonable time. This access may include, but is not limited to, site inspection, the signing of required documentation, the delivery, installations of the PV System and connection to the electricity grid. The Customer agrees to make themselves available at the property for such site inspections or installation.
4. If the Customer fails to provide the information advised to them and required by us, within the time limit provided, we may in our absolute discretion arrange for an accredited contractor to attend the premises prior to the scheduled installation date to carry out an inspection in order to obtain the required information at no additional cost.
5. If it is determined that, due to access constraints, specialist equipment such as a cherry picker or scissor lift will be required for a contractor to perform the Services, we will advise you of the additional costs, which we estimate to be approximately \$1,000 per day. You may either accept the additional costs or cancel the Agreement. If you cancel the Agreement clause 7.4 will apply.
6. Our inspection does not relieve the Customer from their responsibility with regard to the representations made by the Customer about the suitability of the premises for installation.
7. Prime Solar Energy and their installers will provide a minimum of 48 hours notification of their attendance.

8. If the Customer or their representative is not at the Premises on the notified scheduled installation date then:
 - The contractor may perform the Services, using their reasonable judgement and experience in determining where to position the Goods. In such circumstances, you will not have any claim in relation to how the contractor has positioned the Goods at the Premises; or
 - We may arrange with you to have the Services performed on a different agreeable date, at no extra cost provided the Customer is willing to perform the contract within a reasonable period of 30 days from the date the installation originally scheduled.
9. The Customer acknowledges that during the performance of our Services electricity and other services at their premises may be switched off and that the Customers are responsible for ensuring that this does not have any adverse effects on any critical equipment or processes, including life support or other medical equipment, if any. We do not accept any responsibility or liability for any loss or damage suffered by the Customer as a result of electricity and other services being switched off at their premises in connection with the performance of our Services.
10. The Customer acknowledges that they will extend their fullest co-operation to enable the site inspections and installation to proceed at the earliest possible time convenient to Prime Solar Energy.

4. INSTALLATION:

1. The Customer authorise Prime Solar Energy (and its employees, agents, sub-contractors or contractors) to install the PV System at their premises, which the Customer has selected.
2. Prime Solar Energy will give you notice of the proposed installation date and will aim to complete installation within 75 days of signing of this Agreement after the approval to connect to the electricity network has been provided by your DNSP.
3. Prime Solar Energy will advise update the Customer about the situation if for any reason they are unable to meet the timeframe of 75 days.
4. The Customer acknowledges that Prime Solar Energy will make necessary applications to obtain grid connection approval on their behalf. The Customer acknowledges extending their co-operation for getting the approval. You also acknowledge that your DNSP is not obliged to issue any such approvals and will only do so in accordance with relevant laws, codes and other requirements.
5. The Customer agrees to execute the necessary documents requested by the Prime Solar Energy for the purpose of installation of the PV System and to connect the PV System to the electricity grid.
6. On the installation date, we will arrange for the Installer to supply and install the PV System as detailed in the Agreement and Quotation in a good work man like manner, and shall ensure the proper operation of the PV System.
7. Prime Solar Energy will ensure that the Goods are installed by competent, trained, registered, accredited and insured installers.

8. Prime Solar Energy reserves its right to change the installation date in the following circumstances mentioned below by giving sufficient notice (48 hours' notice) to their Customers:
- Where there is a shortage of stock availability;
 - Where there is a shortage of installer availability;
 - Where there is inclement weather; or where the nature of the Customer's residential property results in unanticipated installation factors or requires additional equipment necessary to install the PV System;
 - Meter upgrade /installation is not supplied as standard, there may be additional costs associated with this service, which is not part of this Agreement and Quotation.

5. WORKS OUTSIDE SCOPE OF AGREEMENT:

1. The Customer acknowledges that they may incur additional installation charges depending on the special nature of the premises and/or any change at the premises post inspection of the site, which may increase the installation cost. This includes, but is not limited to the terracotta tiling, electricity meter boxes, and engineering issues.
2. Unless expressly mentioned otherwise in the Quotation:
 - Any costs payable to your DNSP, including costs associated with required changes to the Goods, the premises or the meter box, and charges relating to connection applications and the like; and
 - Electricity meter changeovers, meter-board upgrades, trenching works and electrical inspections associated with the Goods and Services are excluded from the Purchase Price and do not form part of the Agreement. These services will not be performed by us or on our behalf. Where these services are performed by third parties, you will be billed separately for these services by the third parties who perform these services.
3. The Customer acknowledges that Prime Solar Energy bears no responsibility or liability for their Feed-in –Tariff, as it is administered by the relevant Government body. Any information provided by Prime Solar Energy regarding the applicability of any feed in tariffs is based on our understanding of the Customer 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.
4. The Customer acknowledges that the Customer is responsible for applying and obtaining any other approvals, consents which are required in respect of the installation of the PV System in their premises.
5. The Customer acknowledges that they will apply for the approval mentioned in clause 5.4 as soon as possible.
6. If Prime Solar Energy determines the relevant applicable charges as mentioned in paragraph 5.1 and 5.2, The Customer will be advised about the amended price that includes the relevant charges by notice in writing. Any requirement to provide a



document or information in writing can be met in electronic form, or to provide a signature can be met in electronic or verbal form.

6. Payment plan and installation Charges:

1. Finance options are available through independent third parties. The Customer needs to enter into a separate loan Agreement with the finance provider subject to finance approval under standard lending / credit assessment criteria. Prime Solar Energy is not a party to the loan Agreement and bears no responsibility or liability on the outcome of the assessments. A minimum deposit of 10% is payable when ordering the PV System.
2. Prime Solar Energy requires a payment for the PV System to be installed as follows:
 - 10% deposit to be paid within 2 days of signing of the Agreement;
 - Balance of the amount to be paid within 5 business days of the installation being completed.
3. Variations in payment method, times and values must be requested and approved in writing by both parties before signing the Agreement.
4. Upon completion of installation and confirmation that the PV System is generating electricity supply at the conclusion of the installation date, you agree to pay us the final payment within 5 business days, or in accordance with any signed and approved payment plan. The PV System will remain the property of Prime Solar Energy until the balance of the Purchase Price is paid in full. We reserve the right to remove Solar panels, inverters and other parts installed, if the payment is defaulted within the prescribed time-frame.
5. Refunds are processed as:
 - If the site inspection recommends that the installation site is not suitable for PV System, the Customer is entitled to full refund of deposit paid.
 - If the Customer terminates the Agreement after the 10-day cooling off period but before the commencement of the work though the premises is deemed suitable for installation of the PV System, we shall charge a cancellation fee of \$250.00 and the remaining amount of deposit will be refunded to the Customer.
6. If the Customer defaults to pay any amount that are due and payable under this Agreement, Prime Solar Energy reserves the right to charge interest on any overdue payment at a rate of 8% per annum calculated on a daily basis until the amount is paid in full.
7. The Customer acknowledges and agrees that If they fail to pay the Purchase Price within 5 business days after the installation, Prime Solar Energy will send two or more written notices (without prejudice to any other rights or remedies that we may have).
8. If the Customer fails to respond for the notices mentioned in clause 6.7 and if the default continues, Prime Solar Energy reserves the right to proceed with one or more of the options mentioned below:
 - Lodge a default on your credit history file;

- 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 as a result of your failure to pay including the costs of the debt collection agency; and/or
- Commence legal proceedings in order to recover any debt owed by the Customer and the Customer will also be liable for expenses in bringing legal proceedings against the Customer or their representative, including the administration and legal fees.

7. Cancellation and refund:

1. This Agreement is subject to a cooling off period of 10 business days. During the cooling off period, the Customer has the right to rescind this agreement by serving a notice to Prime Solar Energy. The notice must be in writing and delivered to Prime Solar Energy, either in person or by pre-paid post to registered address of Prime Solar Energy and the Customer is entitled for a full refund of the deposit paid.
2. Any Cancellation of order made after the cooling off period, waives the right to full refund of the deposit paid to the Prime Solar Energy. On such circumstances the Prime Solar Energy will charge \$250.00 as an administrative charge and will refund the balance of deposit to the customer except the cancellations made by the customer as per clause 7.4..
3. Either party may cancel the Agreement by giving a written notice, if the other party materially breaches the terms of the Agreement.
4. Cancellation by the Customer:
 - The Customer may cancel the agreement if, any significant changes to System design (including those which may not grossly affect the system performance) which the Customer does not consent. If they cancel the agreement, Prime Solar Energy will refund the full amount of deposit paid by the Customer.
 - The Customer may also cancel the Agreement, if the Purchase Price varies as the result of the quality assurance processes or inspection of the premises and the Customer is not willing to proceed with the Agreement due to changes in the Purchase Price, then Prime Solar Energy will refund in full the deposit amount paid by the Customer.
 - The Customer may cancel the agreement, if the estimated time frame for installation that was agreed between the parties at the point of contract was not honoured for the reasons which are reasonably in control with the signatory and the revised time frame provided was not agreed by the Customer. On such circumstances, the Customer is entitled to full refund.
 - The Customer may cancel the agreement, if the site -specific full system design and performance estimate is not provided before the expiry of the cooling off period and the customer does not consent to the same provided to them. In such circumstances, the Customer is entitled to full refund of the deposit paid.
5. Cancellation by Prime Solar Energy:
 - We may cancel the Agreement if we are of the opinion that, due to conditions at the Premises, the Services cannot be performed safely or cannot be

performed for the Purchase Price. If we cancel the Agreement in these circumstances, the Customer is entitled to full refund of the deposit paid.

- We may cancel the Agreement in accordance with clause 3.8.2, if the Customer or their representative is not at the premises on the scheduled installation date or on the agreed date which is 30 days from the scheduled installation date. If we cancel the Agreement in these circumstances Prime Solar Energy will charge a sum of \$600.00 as the cancellation charge and will refund the balance of deposit paid to the Customer.
 - We may cancel the Agreement if, through no fault of ours, if the Customers are unable or unwilling to proceed with the installation of the Goods for a period of more than 120 days after the date on which the Agreement was entered.
 - If we cancel the Agreement as per clause 7.5.3, we will refund the deposit amount paid by the Customer less \$600 as a cancellation fee which is deemed to be due and becomes payable by the Customer to Prime Solar Energy.
 - We may cancel the Agreement, if the Customer or their representative is not at the premises on the scheduled installation date or on the agreed date which is 30 days from the scheduled installation date. If we cancel the Agreement in these circumstances Prime Solar Energy will charge a sum of \$600.00 as the cancellation charge and will refund the balance of deposit paid to the Customer.
6. If you cancel the Agreement within 48 hours of the scheduled installation date or on the day of installation at no fault of Prime Solar Energy, we reserve the right to deduct \$600.00 as the reasonable expenses incurred by Prime Solar Energy for preparing for installation. The balance of deposit after the deduction will be refundable to the Customer.
7. 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 in order for the cancellation to take effect.
8. We will refund any amounts due to you in accordance with this clause 7 within 30 days of the date of cancellation.

8. Grid Connection Approval:

1. Prime Solar Energy will apply for the approval of Grid connection on your behalf.
2. Prime Solar Energy warrants that we will endeavour our best to make an application for the approval as soon as practicable and possible.
3. We will provide you an update with respect to the approval and will also endeavour to respond to the any information or requests from the distributor within 7 business days.
4. Prime Solar Energy acknowledges that this Agreement is subject to the Grid connection approval being granted.
5. The Customer is entitled to full refund of the deposit if the Grid connection approval is not being granted.

9. Ownership and Risk:

Prime Solar Energy | 1300 899 294 | www.primesolarenergy.com.au | info@primesolarenergy.com.au |

Head Office: Level 1/11-17 Swanson Ct, Belconnen ACT 2617 Sydney office: 134 Long Street Smithfield NSW 2164

1. Ownership of the Goods will pass to the Customer only upon payment of full purchase price of the Goods and any other amounts due or owed by the Customer to Prime Solar Energy under this Agreement.
2. Risk in the Goods will pass to the Customer when that Goods are delivered and / or installed at the premises and the Customer hereby agree to indemnify Prime Solar Energy against all losses and damage it suffers as a consequence of any and all losses that are consequent upon such delivery and installation.
3. Following the completion of the installation we will submit the STC forms for final processing by the STC trading entity chosen by us and the proceeds from the STC will be paid directly to Prime Solar Energy.
4. The Insurance risk of the PV System passes to you upon installation at the installation address and ownership upon payment by you of the final payment.
5. Prime Solar Energy accepts no responsibility for insurance or insurance risk of the PV System upon installation. It is the responsibility of the Customer to ensure that their property insurance adequately covers their solar PV System installed.
6. The Goods will remain as the property of the Prime Solar Energy until the purchase price is paid in full.
7. Until the Customer pays the full purchase price, the Customer will be the custodian of the Goods. The Customer will be held liable for any loss to Goods arising during that period.
8. The Customer must adhere to the below mentioned paragraphs with respect to the Goods in their custody:
 - The Customer must keep the Goods in their possession in good condition and protect them from any damage.
 - The Goods must be kept in a location appropriate to the nature of the Goods, separately and marked clearly so that the Goods are easily identifiable as Greenlight Energy Solution's property.
 - The Customer must notify Prime Solar Energy prior to change in location of the Goods, if any.
 - The Customer must under no condition sell, assign, change, pledge, lien or create encumbrance in relation to the Goods.
 - If the Purchase Price as per the Agreement is not received on or before due date by Prime Solar Energy, Prime Solar Energy may require the Customer to deliver the Goods back to them. The cost of delivering the Goods back to Prime Solar Energy must be borne by the Customer.
 - A notice of 48 hours will be given to the Customer for returning the Goods to Prime Solar Energy. If Goods are not returned within 48 hours, the Customer allows Prime Solar Energy to enter their premises to take possession of the Goods.

10. Statutory Warranties

1. To the extent required by the Applicable Domestic Building Legislation of the respective states, we warrant that:

- Work under this Agreement will be carried out in an appropriate and skilful way, with reasonable care and skill and in a proper workmanship manner.
- And when any PV System is installed, the Installation Sub-Contractor will use their best endeavours to install that PV System in a position that is likely to maximise the performance of that PV System.
- If the Purchase Price exceeds \$20,000.00, Prime Solar Energy provides an insurance certificate under the Home Building Compensation Scheme as per the prescribed guidelines of the applicable legislation of the State of NSW.

11. PV System warranty and liability:

1. The PV System warranties are outlined in our PV System Warranty document attached with this Agreement and respective Product Specification brochures that are available from Prime Solar Energy and will be provided to the Customer.
2. Prime Solar Energy provides a standard five-year retailer's warranty on the operation of the whole PV System. Prime Solar Energy also provides a standard minimum retailer's warranty on the products of the whole PV system. Extended product warranties on panels and inverters are outlined in clauses 11.4 and 11.5.
3. Prime Solar Energy provides an installation warranty for a period of 10 Year from date of installation and workmanship warranty for a period of 10 years from the date of installation.
4. Warranty period of 25 years applies on Panel performance, minimum of 10 years of Panel product warranty, depending on the panels chosen by the Customer as well as in accordance with the panel manufacturer's warranty requirements.
5. Warranty period of 10 years applies to the inverter provided the Customer chooses an inverter that has a 10-year warranty period.
6. Prime Solar Energy advises that as far as they know there are no changes to the PV System Warranty or Installation Warranty as at the date of signing this document.
7. Any change, amendment, additions or alterations that are published by Prime Solar Energy on its website which may be notified by the manufacturer or supplier of the Goods from time to time, will be deemed to be served as a notice to the Customer. By signing this Agreement, the Customer agrees this condition.
8. Prime Solar Energy shall not be liable for any claims with respect of faulty or defective design of any Goods supplied unless such design has been wholly prepared by Prime Solar Energy and the responsibility for any claim has been specifically accepted by Prime Solar Energy in writing. Prime Solar Energy will provide you with the maintenance documents
9. In the event of a "force majeure" event, Prime Solar Energy shall be entitled either to rescind the Agreement (without being liable for damages) or to extend delivery or time for performance by a reasonable period of not less than the duration of such event and all liabilities under the Agreement, including liability for damage whether specified or otherwise, shall be modified or adjusted accordingly.
10. Prime Solar Energy will not be held liable for any damage to the solar PV System caused by fire, flood, storms or other accidents. Prime Solar Energy will have no responsibility or liability for any damage or injury to persons or property, for

economic loss, or for any other loss resulting from any cause whatsoever arising out of or related to the Goods, including but not limited to, any defects in the Goods or from the use or installation of the Goods. Any damage to the Customers property caused by the solar power PV System or battery PV System failing or breaking; any alterations to the Customers property which are a necessary consequence of the provision of our services for which, Prime Solar Energy is not held liable.

- Service calls will be carried out on the following conditions:
- 48 hours minimum notice of any non-emergency service call after which Prime Solar Energy will arrange a time and date for a service call;
- Service calls are generally carried out during normal working hours only (9.30am – 5.00pm Monday to Friday);
- A minimum service charge of \$160.00 per hour plus the cost of all parts and all travel and transport costs is payable for all service calls. For service calls after hours, an additional service charge of not less than \$100 applies;
- Where a service call is carried out for a problem with the Goods and Services, which is covered by a warranty, or a consumer guarantee under the Australian Consumer Law (“ACL”), the Customer will not incur any service charges as referred in clause 11.11.3.
- Where a service call is carried out 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 11.11.3.

12. Exclusion of warranties:

1. The warranties will not apply to the Goods, that are excluded from warranty or that have been subject to;
 - Tampering, misuse, abuse, neglect or accident;
 - Alteration, improper alteration or reinstallation by the Customer or any other person;
 - Non-observance with use and maintenance instructions; Repair, modification or repositioning by anyone other than a service technician approved by us in writing;
 - Power failure, power surge, lighting, flood, fire, accidental breakage or other events outside of Our control;
 - The type or serial number of any part of the Goods being altered, removed or made illegible
 - Any malicious damage or abuse or damage caused by insects , vermin, animals, , birds or pests; corrosion, oxidization, discolouration by mould or like;
 - Damages caused by ‘Act of God’, weather, improper voltage or power surges, accidents or other acts beyond reasonable control;
 - Any damage to the Customers property caused by the solar power system or battery system failing or breaking; any alterations to the Customers property which are a necessary consequence of the provision of our services;

- Damage caused by the failure of the Customer to carry out reasonable maintenance on the solar power system or battery system or its surrounds in accordance with the documents provided to the Customer by Prime Solar Energy or any damage or loss of any kind foreseeable or that could not have been expected to result from a failure to comply with the components warranty and/or the Installation warranty.

13. Performance Guarantee and Electricity tariff rates:

1. For solar electricity, the performance of a PV System is subject to a number of variable factors, including, but not limited to the number of hours of sunlight, cloud cover and weather patterns; the location of the PV System; and the location of the surrounding structures and flora.
2. Prime Solar Energy provides a standard minimum retailer's warranty for a period of 5 years covering the performance of the Solar PV System installed by us. of the Solar PV System installed by us.
3. The electricity tariff rates may change due to the installation of the PV System. The Customer are advised to contact their electricity retailer regarding their queries towards tariff rates.

14. Termination of the Agreement:

1. If Prime Solar Energy terminates this Agreement due to failure of the Customer to adhere with any of terms of this Agreement, The Customer agrees to pay any cost associated with the removal of the Goods from the premises and/or any other place including any consequential damage and costs associated with recovering possession of the Goods, if any including, but without limitation of legal costs and fee as mentioned in clause 6 of the Agreement.
2. If the Customer elects to terminate this Agreement after the cooling off period, other than in accordance with paragraph 7.1, at any time prior to Prime Solar Energy ordering the Goods from a supplier and installation of the Goods at the premises, in which case the Customer agrees to forfeit the deposit and any amount paid to Prime Solar Energy.
3. Prime Solar Energy may terminate this Agreement in the event that the Customer fail to comply with any term of this Agreement or any of the documents annexed with this agreement. Circumstances under Clause 7.4 and 8.5 of this Agreement are exclusions to this cancellation policy.
4. If this Agreement is terminated by the Customer before Prime Solar Energy has received payment in full of the Purchase Price for the Goods supplied and installed, then Prime Solar Energy will be entitled to:
 - Remove the Goods from the premises or from any other place that the Customer have relocated them to, or authorised them to be relocated to place specified by Prime Solar Energy.
 - Enter onto the Premises, or any property where the Goods have been relocated for the purposes stated above.

- Undertake any works necessary to remove the Goods.
- Forfeit the deposit paid and the Customer will incur additional charges including, but not limited to legal costs

15. The Customer Acknowledgement:

1. The Customer acknowledges that the Goods received will be reasonably fit for purpose as per manufacturer's specifications and the Consumer Goods Act.
2. Installation of the Goods will be carried out as per the relevant Electrical installation standards. The Customer acknowledges that, unless otherwise agreed in writing, all intellectual property rights attached to the Goods or Services are/and will remain the property of the Prime Solar Energy (or its supplier, where such rights are owned by that supplier).
3. The Customer affirms they have read, understood and agree to these terms and conditions and the quotation signed.
4. The Customer warrants and represents that:
 - The Customer is/are the owner of the premises and agrees to produce any evidence of ownership upon request by Prime Solar Energy.
 - The Customer have procured the owner's express consent to these terms;
 - The Customer have obtained all consents and approvals required for the Installation to install the PV System at the installation premises; and
5. The roof of the premises is structurally sound to accommodate the load of the PV System, including the base and frame.
6. The Customer affirms that all information provided to Prime Solar Energy, is true and accurate. Any false or incorrect information provided to Prime Solar Energy, which leads to any losses or damages, may be indemnified at The Customer's expense.
7. The Customer acknowledges that PV System performance fluctuates with varying environmental conditions and PV System performance is affected by shading caused by nearby structures or objects. The Customer acknowledges that the calculated PV System power generation is an approximate estimation only.
8. The Customer acknowledges to maintain the PV System in accordance with the maintenance document provided with these terms and conditions.

16. Complaints:

1. All complaints must be issued either in writing/ or by calling Prime Solar Energy on our number provided in the quotation. Prime Solar Energy endeavour to respond to the initial complaint made in writing/Verbally within 14 days with the written identification process of resolving the complaint as per the complaint handling procedure document provided with this Agreement.
2. Prime Solar Energy will handle your complaint in accordance with the standard complaints procedure as provided in our complaint handling procedure document.
3. If Prime Solar Energy fails to resolve the complaint within a reasonable period or the Customer is not satisfied with the outcome of the complaint, the Customer can



forward the complaint to the Department of Fair trading of NSW and their contact number is 13 32 20.

4. Any non-compliance of the CEC code of Practice by Prime Solar Energy, The Customer can submit a complaint to Prime Solar Energy and CEC.

17. Privacy:

1. Prime Solar Energy will endeavour to comply with the Privacy act 1988 and the Spam Act 2003(Cth).
2. Prime Solar Energy will only ask the personal information of the Customers to complete its obligations for the accurate completion of documentation for the installation, network connection to the electricity grid and in regard to claiming STC's.
3. The Customer agrees to provide Prime Solar Energy with personal information to complete the details mentioned in clause 17.2.
4. The Customer acknowledges and agrees that Prime Solar Energy can provide the Customer information to the contractors, sub-contractors, employees, installers, Government Authorities, STC trading partners, relevant bodies for connecting the Customer's PV System to the grid and processing of the Customer STC's, electricity retailer or as authorised by law. The Customer further acknowledges that the information about them is being shared by Prime Solar Energy in order to effectively perform their role.
5. The Customer can access their personal information collected by us by a request in writing along with your identification to satisfy the verification of identity to ensure that person requesting the information is the same person to whom the information relates. The Customer can send a request to delete some of your personal information unless until we need to keep it for legal, auditing or internal risk management reasons.
6. Unless otherwise agreed with the Customer, Prime Solar Energy will not provide the personal information collected to any third parties other than those mentioned in paragraph 17.4. By accepting this agreement, the Customer consents to Prime Solar Energy collecting, using and disclosing the Customer information as set out in this Agreement. We adopt appropriate storage and security measures while collecting the data to protect the data against unauthorised access, disclosure and access.

18. Battery Purchases:

1. Any recommendation we have made regarding the battery size and the solar PV System based on the information provided by the Customer about their electricity consumption. Should your electricity consumption changes the performance of the battery may also be affected.
2. Any backup functionality of your battery will be limited to the available stored capacity within your battery at the time that backup power is required. The amount of power available will vary based on a range of factors, including the time of the power outage, the weather conditions in the days preceding the outage and the age of the battery. Battery backup functionality must not be relied upon to power any critical

equipment or processes, such as life sustaining critical loads, medical equipment or high current consumption devices.

3. Prime Solar Energy does not accept any responsibility or liability for any loss or damage suffered by the Customer as a result of reliance on any battery backup functionality. Customer acknowledges that the battery warranty requires them to maintain a constant stable and compatible internet connection and that it is their responsibility to do so.

19. Clean energy Council:

1. Prime Solar Energy will abide by the Code of Conduct as set out by the Clean Energy Council.

20. Australian Consumer Law:

1. All our Goods come with guarantees that cannot be excluded under the Australian Consumer Law (“ACL”). 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 as under ACL. For further information please refer to website www.fairtrading.nsw.gov.au or www.accc.gov.au
2. Prime Solar Energy will not be liable for any personal injury claims

21. Jurisdiction:

1. This Agreement sets out the entire agreement between the Customer and Prime Solar Energy. To the extent permitted by law, all implied terms are excluded.
2. In this Agreement, references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute as in force from time to time.
 - o This Agreement is deemed to have been made in relevant State where the Customer and their installation premises are located and shall be interpreted in accordance with the relevant legislation of that particular State. All parties agree to submit to the exclusive jurisdiction of the courts of the State in which the installation address is located.
 - o The parties have to exhaust the options mentioned in paragraph 16.1 before proceeding with paragraph 16.3

22. Severability:

1. In the event of any clause or a part of clause of this Agreement being deemed invalid, illegal or unlawful or otherwise being incapable of enforcement, that clause or part of



a clause shall be deemed to be severed from this Agreement but all other clauses in this Agreement shall remain in force and be valid and fully enforceable.

2. Headings are inserted only for easy reference and convenience.

Terms and Conditions are subject to change to reflect the legislative changes and will be notified from time to time on our website. please visit our website: www.primesolarenergy.com.au .