

TERMS & CONDITIONS

We, the Company will:

1. Do the work as designate overleaf?
2. Not accept responsibility for storm or other damage following completion of the work by our tradesperson.
3. Not take responsibility for damage to any motor vehicles parked on or next to premises. Whilst we take every reasonable precaution, there are risks of damage to vehicles, accessories and other goods and must be removed from immediate vicinity while work is in progress.
4. Charge interest in accordance with the applicable rate of interest of the supreme court of the state in which this agreement is entered into for any outstanding monies due beyond the due date, unless you have advised us in writing that you have a complaint and have withheld the payment for that reason.
5. Not be held liable for the commencement date as stated for reasons beyond our control like distributor approvals etc. and the seller shall not be liable in any way for the failure to deliver within the stated time and the purchaser shall accept and pay for the goods as and when tendered notwithstanding any such failure to deliver within the stated time.

You, the client will please

1. Remove all motor vehicles and not permit motor vehicles to be parked on your premises prior to and while the work is in progress.
2. Keep all children, pets and visitors away from our workplace at all times while job is in progress.
3. Pay the contract price (firmly fixed), immediately and in full upon completion of the job.
4. In consideration of the company, at the request of the client, agreeing to undertake works described herein to the client under these terms and conditions, the client agrees to the charges (and where executed by more than one person jointly and severally) as beneficial owner, the freehold and or leasehold interest in the land which is presently held or may be acquired by the client, with the due and punctual payment of all monies hereby owing to the company which are or may become due and payable by the reason of this contract.

Exemptions:

Unless otherwise detailed on this contract the "scope of work" is to install new PV system but not excluding other forms if requested in this order. PV system install work as specified, notwithstanding does not include structural timber work, support timbers such as fascia bonds, battens or framing timbers at the time of the works being carried out unless specified overleaf. Upon commencement/ during works should any of this framework rotten, insecure or unstable building work of any nature exist/s or be uncovered during this install of new PV system it is the responsibility of the owner/tenant of the property to replace or repair that condition. This work may be undertaken by the Company but shall only be performed at an agreed price.

Cancellation: If the customer, after the expiry of any cooling off period (if applicable), purports to cancel this agreement or otherwise repudiate this agreement prior to or after the date of commencement or delay the date of commencement of work, the customer shall forfeit any deposits paid and shall also pay the seller the costs incurred by the Company to the date of such purported cancellation or repudiation or delay in commencement as the case may be.

Cooling off Period: This agreement may be subject to a cooling off period under the terms of fair trading or equivalent legislation in the place in which this agreement is entered into. Traditionally this is 10 working days.

Exercise of Cooling off rights: During the cooling off period (if applicable), the client may give notice to the Company of terminating this agreement. That notice must be in writing and delivered to the Company either in person or pre-paid post addressed to the Company.

Agreement: This order and its acceptance shall be deemed to constitute the entire agreement between the parties to the extent permitted by law, and terms, conditions and warranties express or implied are expressly excluded. As materials and measurements may require confirmation, this agreement is subject to a condition subsequent of final approval by the company. Pending that approval, this agreement is binding on both the parties. A call out fee of \$350 applies to all appointments cancelled 24 hours before the date of installation.

Debt Collection Costs: Any expenses, costs or disbursements incurred by the company in recovering outstanding monies owed by the customer under this agreement including debt collection agency fees and solicitors costs shall be paid by the customer to the company when demanded by the company on an indemnity basis. Interest is payable by the customer to the company on any outstanding monies owed by the customer to the company under this agreement in accordance with the applicable rate of interest as specified by the supreme court of the state in which this order is placed.

Payments: 1.1 All costs including final installment payments are due and payable by the client to the company upon completion of the works as described in this order. For any avoidance of doubt, completion of works is deemed to occur upon installation of the Solar PV system and Certificate of Electrical safety is issued or when the company otherwise advises the client that work is complete. Any and all additional works performed or undertaken by any third party or power authority including but not limited to installation of smart meters for any purpose related to the works completed by the company is deemed to be works falling outside the responsibility, ambit and control of the company and is to be treated as separate and distinct from the works for the purposes of liability and timing of payment.

1.2 Any works performed by the company in addition to the works described herein are to be treated as separate and distinct from the works and will incur additional charges for such works including but not limited to wiring upgrades.

Delivery & Installation: The Company will at all times endeavor to deliver and install the order on specified dates. They will not be held liable for material shortages that are supplied by others. Failure to meet installation deadlines cannot be constituted as a breach of contract and will not entitle to the cancellation of this order.

Materials: The Company upon notification to the client may use materials of equal or better performance than those specified on the contract, based on the stock levels.

Insurance: The contractor shall effect and maintain during this agreement Public Liability Insurance to a value of not less than \$5,000,000 and work cover insurance in accordance with the requirements of applicable legislation for all employees

COMMITTED SOLAR SOLUTIONS