

TERMS AND CONDITIONS

1. Purchase of PV Solar System

- 1.1 On payment of the deposit payment, you agree to purchase your selected PV Solar System subject to these terms and conditions.
- 1.2 EVERGREEN SOLAR POWER will arrange the ordering of your components and the installation of your system for the quoted EVERGREEN SOLAR POWER price if:
- 1.2.1 It is technically feasible as a standard installation, or you agree and pay for any additional costs for a non-standard installation usually 99 % are standard installation if quotation is not given personally and online system used to offer quotation.
- 1.2.2 You are eligible for Solar Credits.
- 1.2.3 You agree to accurately provide all the required information for Solar Credits and network connection to EVERGREEN SOLAR POWER by the closing date for participation in the EVERGREEN SOLAR POWER, for the order to be considered valid.
- 1.2.4 You agree to sign the Solar Credits (REC) forms when requested by EVERGREEN SOLAR POWER in a timely manner and return them within 3 days of them being emailed to you or company person on day of installation
- 1.2.5 Your meter box & switchboard comply with the Electrical Safety regulations, are in good condition and include safety switches
- 1.3 EVERGREEN SOLAR POWER will purchase on your behalf PV Solar components which meet all relevant Australian standards.
- 1.4 EVERGREEN SOLAR POWER has arranged on your behalf the installation of your PV Solar system through Clean Energy Council accredited PV Solar Designers/Installers and licensed electricians, according to the relevant Australian state and territory laws.
- 1.5 EVERGREEN SOLAR POWER will prepare on your behalf, based on the information you provide and in conjunction with the installer, the network connection and Solar Credits (REC) forms ready for you to sign.
- 1.6 You warrant that you are eligible for the Solar Credits incentive.

2. Payment

- 2.1 You agree to pay EVERGREEN SOLAR POWER the balance payment (the remainder of the total payment) prior to start installation on the day of installation as cleared funds by cash or Card (Credit / Debit / cheque). If you booked the installation date but then either fail to be present on the date of installation, or don't have payment ready for this date or no access to the installation premises then EVERGREEN SOLAR POWER will be entitled to charge any reasonable cost incurred to cover the cost of the contractors that it has booked for that date.
- 2.2 You are asking EVERGREEN SOLAR POWER to receive the funds from Solar Credits as part payment for your system. The Solar Credits will be paid directly to EVERGREEN SOLAR POWER. If the Office of Clean Energy Regulator (<http://www.cleanenergyregulator.gov.au>) determines you are not eligible for Solar Credits, and therefore EVERGREEN SOLAR POWER is unable to receive the Solar Credits as part payment, you will be liable to EVERGREEN SOLAR POWER for the amount of the Solar Credits.
- 2.3 If you are not eligible for Solar Credits, or do not wish to access the Solar Credits incentive (i.e. you want to keep your STCs) the balance of the system cost is due before installation.
- 2.4 You acknowledge that if you breach any of the conditions of the Solar Credits incentive, you may be liable to the Office of Clean Energy Regulator (<http://www.cleanenergyregulator.gov.au>). You acknowledge that EVERGREEN SOLAR POWER will have no responsibility to you if this occurs.
- 2.5 EVERGREEN SOLAR POWER will arrange for participants the sale of STCs (for Solar Credits) at the REC price available at the time of your installation, price will be decided on quotation day, if price go below certain amount we may need to wait for installation to come price up or refuse installation and pay your full deposit back.
- 2.6 If you fail to pay any amount that is due and payable under this Contract Document, EVERGREEN SOLAR POWER will be entitled to interest on the unpaid amount (both before and after judgment) at the rate applicable to judgment debts in the Supreme Court.
- 2.7 You will also have to pay EVERGREEN SOLAR POWER any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs)
- 2.7.1 Failure to pay the complete amount may result in Evergreen Solar Power taking legal action against you & will void all warranties offered in conjunction with this system & installation.
- 2.8 All pricing quoted inclusive of GST.
- 2.9 Ownership of a solar system will pass to you upon payment in full of the Purchase Price for that system

3. Authority of access to property

- 3.1 You warrant you are the property owner of the installation address stated in your order.
- 3.2 You authorise EVERGREEN SOLAR POWER (its contractors, employees and installers) to have access to the property at times it reasonably requires. This access may include, but is not limited to, site inspections, the signing of required paperwork, the delivery and installation of the PV Solar system, and connection to the grid.
- 3.3 You will co-operate as fully as possible to enable site inspections/installation at the earliest possible time convenient to EVERGREEN SOLAR POWER.

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3.4 You will co-operate as fully as possible to enable the installation at the earliest possible time convenient to EVERGREEN SOLAR POWER.

3.5 If the Customer defaults in payment of any part of the purchase price, EVERGREEN SOLAR POWER and/or its duly authorised servants or agents may at any time, without notice to the Customer, enter upon the Customer's residential premises and/or premises at which the System is situated for the purpose of recovering possession of same. In the event that the System has been mixed with or built into the Customer's property in such a manner as to render the System irrecoverable, the cost of the System shall forthwith be a debt due by the Customer and recoverable by an action in law.

4. Termination

4.1 EVERGREEN SOLAR POWER may terminate this agreement with you if either:

4.1.1 You do not abide by the terms and conditions.

4.1.2 There are delays in the EVERGREEN SOLAR POWER process causing supplier pricing to increase. A full deposit will be refunded.

4.2 You may terminate this agreement or contract within two week of quote date. You may eligible to get refund of deposit after deducting admin charges. We normally start procurement of material or equipments after two week of quote date. Customers will have to pay material cost if job cancel after two week of quote date

4.3 Quotations are valid for a period of 15 calendar days from the date of issue, after which to the date of such cancellation or alteration plus a 15% administration fee unless otherwise stated

5. Liabilities and Risk

5.1 The ownership and insurance risk of the PV solar system passes to you upon installation at your stated address. EVERGREEN SOLAR POWER suggests you check with your insurance company as to their requirements to ensure adequate coverage of your PV solar system on your policy.

5.2 You acknowledge EVERGREEN SOLAR POWER accepts no liability or responsibility for your Solar Credits incentive as administered by the Office of Clean Energy Regulator (<http://www.cleanenergyregulator.gov.au/>).

5.3 You acknowledge EVERGREEN SOLAR POWER accepts no liability or responsibility for your Solar Credits Bonus known as feed in tariff incentive as administered by the local State/Territory government.

5.4 EVERGREEN SOLAR POWER accepts no responsibility for any damage or loss caused by the installer and you indemnify EVERGREEN SOLAR POWER for any damage or loss you may incur. EVERGREEN SOLAR POWER will work with you and the installer to rectify any damage to your property caused by the installer, EVERGREEN SOLAR POWER will make sure installer have their own third party damage insurance as per state and territory laws.

5.5 EVERGREEN SOLAR POWER accepts no responsibility for any radio frequency interference due to any site specific circumstances of the installation of the PV Solar System.

5.6 You acknowledge that EVERGREEN SOLAR POWER will not be responsible for old & brittle roofing tiles that crack during the installation.

5.7 EVERGREEN SOLAR POWER accepts no responsibility for any additional costs of any existing meter box upgrading required the installation of a new gross/net meter or handling the asbestos.

5.8 The quotation does not include any wiring or associated work to connect from the inverter to a meter box which is remotely located from the inverter. (i.e. the meter box is not attached to the same structure as the inverter such as the house or the garage.) In the event that the meter box is located remotely from the inverter location we require the electrical work to be carried out separately to the quotation.

5.9 Addition charges may be applicable such as \$ 200 for split of the system in more than one row, \$400 for horizontally fixing array, & actual charges for meter box upgrade.

5.10 Evergreen Solar Power is not liable for any consequential damage that might arise due to the performance or non-performance of the solar system installation. The prices that we offer to our customers are after the solar rebate that the Federal Govt is giving for the solar system installation. However, you might be eligible for further rebate from your state govt. While we claim the Federal Govt Rebate on behalf of you and provide you a discounted price, we do not claim or make any guarantee that you will be getting your state govt rebate. It is completely your responsibility. If for any reason you cannot claim your state govt rebate, you cannot make Evergreen Solar Power liable for it, nor can you claim any consequential damage from us.

6. Warranties

6.1 Evergreen Solar Power provides a whole system warranty for a full 5 years which is a separate from and in addition to the product warranties provided by the products manufactures.

6.2 First 5 years of solar system operation, if your system suffers a fault or defect in relation to the supplied products or the workmanship of the installation, Evergreen Solar Power will rectify your system at no cost to you. Evergreen Solar Power will repair any damage or leaks caused by the installation of the solar system subject to Evergreen Solar Power being notified of the damage. This covers all of the related costs for repair/replacement of components damaged and the associated on-site labour.

6.3 EVERGREEN SOLAR POWER does not guarantee any particular level of performance of the PV Solar system. The performance is subject to a number of local factors including the roof orientation and pitch, the number of hours of direct sunlight, cloud cover and shading from building structures and trees, some of which will change over time.

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6.4 EVERGREEN SOLAR POWER warrants all products installed to be free from defective parts and workmanship and to be in good working order from the date of installation. EVERGREEN SOLAR POWER reserves the right to ascertain the type of defect and cause of the failure and will not repair or replace goods if damage is due to:

6.4.1 Accident, negligence misuse, theft, vandalism, fire, water, electrical surge, lightning strike, or other peril;

6.4.2 Conditions outside the specification or operation of the products including without limitation, electrical power, temperature, humidity or dust.

6.4.3 Any repair, relocation or alteration of a product not performed by Evergreen Solar Power or its authorised service agents;

6.4.4 Any cause other than normal use;

6.4.5 Goods are damaged due to faults in equipment from the Buyer.

6.5 Evergreen Solar Power does not provide warranty on monitoring systems which may come with the inverter.

7. Delivery and Installation

7.1 Evergreen Solar Power 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. Delayed installation or grid connection is not a valid reason for claiming a refund or compensation from EVERGREEN SOLAR POWER. Please note that no responsibility for the delay of orders is accepted if customer details (including installation site) are incorrect.

7.2 Delays in installation are not grounds for cancellation and Evergreen Solar Power is not liable to you to "make good" any perceived loss as a result of these delays.

7.3 If difficulties with site access are encountered that were not notified to Evergreen Solar Power at the time of quote and/or offer by Evergreen Solar Power to the Customer, additional costs incurred in ensuring the safety of our installers may be payable by the Customer.

8. Privacy Policy

8.1 You agree to provide EVERGREEN SOLAR POWER with whatever personal information is required for the efficient functioning of the EVERGREEN SOLAR POWER on your behalf, in particular for the accurate completion of the paperwork for the Solar Credits incentive (selling of your STCs) and network connection to the grid.

8.2 EVERGREEN SOLAR POWER will provide your information to its contractors, employees and installers only so far as to effectively perform their role.

8.3 EVERGREEN SOLAR POWER will provide your information on your behalf to the relevant bodies for the processing of the Solar Credits incentive (selling of your STCs), connecting your PV Solar system to the grid and if asked your electricity retailer.

8.4 Unless otherwise agreed with you, EVERGREEN SOLAR POWER will not provide your personal information to any third parties other than those mentioned above.

8.5 EVERGREEN SOLAR POWER will not sell your personal information in any circumstances.

Customer Declaration:

By signing below, I hereby acknowledge that I have completely read and fully understand the Term & Conditions stated above.

Customer Signature : _____

Customer Name : _____

Date : _____