

## Terms and Conditions

### Introduction

ZAC POWER is owned and operated by Zac Power Pty Ltd (ACN: 618 302 828). The Terms and Conditions set out below bind You, the customer, and Zac Power Pty Ltd trading as ZAC POWER.

### Definitions

1. “ZAC POWER” or “us” or “our” or “We” means Zac Power Pty Ltd trading as ZAC POWER.
2. Installation Works means the work required for us to install the solar panel System at the assigned Premises in accordance with these Terms and the Order;
3. Latent Condition means any condition or circumstance in respect of the Premises, not reasonably apparent from an external visual inspection of the Premises, which would either prevent the safe and effective provision of the Installation Services, or which would cause Green Solar Energy to incur substantial additional costs in respect of the Installation Works;
4. Legislative Requirement includes any:
  1. statute, regulation, ordinance, code or other law including regulations and other instruments under them including certificate, licence, consent, permit or approval required by those instruments; and
  2. code of practice, guidelines, rules policies, releases or standards issued by relevant regulators, government authorities, or industry bodies, whether or not having the force of law , which are applicable to the System or the Installation Works and any other obligation to be performed by either party under these Terms.
5. Lock-Up Stage means the time when walls, ceilings, windows and doors are installed, allowing for security of premises;
6. Order means the Quote signed by you constituting your offer to purchase the System and the Installation Works to which these Terms apply;
7. Owner or “you” means the owner of the Premises noted on the Order;

8. Premises are the location specified in the Order as the site requiring Installation Works by ZAC POWER;

9. Quote means the document issued by us outlining our estimate of the cost for the provision of the System and the Installation Works;

10. Renewable Energy Legislation means the Renewable Energy (Electricity) Act 2000 (Cth), the Renewable Energy (Electricity) (Charge) 2000 (Cth) and the Renewable Energy (Electricity) Regulations 2001 (Cth), as amended from time to time or any replacement or other relevant legislation and regulations;

11. STC means a means a small-scale technology certificate and has the meaning given to it in the Renewable Energy Legislation and, if the Renewable Energy Legislation is amended or replaced by any other legislation, will extend to include any certificate or right similar to an STC as it appears in the amended Renewable Energy Legislation or replacement legislation;

12. System means the goods to be installed by us pursuant to these Terms as set out in an Order; and

13. Warranty means the warranty document in respect of the System provided by us to you once the Installation Works have been completed.

#### Entering into the Agreement

1. We reserve the right to withdraw an offered quote twenty one (21) days of making it if the quote is not accepted by you within that period.

2. If you accept the quote and place an Order for Installation Works to be carried out at Premises that you specify, you will:

1. Sign the terms and conditions and return them to us;

2. Pay a 30% deposit;

3. Complete all documents or papers reasonably necessary to give effect to the assignment of a Renewable Energy Certificate to Your Site.

3. We agree to grant a 10 day cooling off period following your acceptance of the Quote and placement of the Order.

1. If You elect to withdraw after the 10 day cooling off period, ZAC POWER will be entitled to withhold the full deposit amount unconditionally.

#### Pre-Approval and Site Inspection

1. A pre-installation site inspection may be conducted at the customers' premises to confirm preferred location and scope of work required.

2. In the event that any Latent Condition/s are identified at the site that will require additional work in the installation process:

1. We will inform You if the Latent Condition will impact on whether or not the installation can proceed;

2. You are entitled to cancel the order and Your deposit will be refunded;

3. If it will not prevent installation but will require further work beyond that on which the quote was originally based, we reserve the right to:

1. Provide you with an amended quote or

2. Cancel the order.

#### After inspection: contractual price and completion

1. If the Agreement is that work is to proceed following the pre-installation site inspection and the paperwork to be signed in Term 2 is finalised and deposit is paid, then You acknowledge that:

1. Your deposit is non-refundable in the event of You withdrawing from the Agreement at any point following this stage.

2. The balance of the contract sum must be paid upon the day of installation by way of direct deposit, cash payment or bank cheque.

3. Should you fail to make payment for the goods or services that we provide in line with this Agreement within 7 days of installation of the solar system, we will notify you in writing

and take steps to recover the money and You will held liable for any expenses we incur, including legal costs, in attempting to recover payment from you.

#### Time for completion of work

1. You or a person You nominate must be present at the agreed time and day of installation.
2. In the event that pre-installation of wiring is required as per agreement and You acknowledge that a portion of the work is required to be carried out pre-installation day – for example, the pre-installation wiring for the panels – and that commissioning and testing of the solar system will be required post-installation.
3. We hold no liability for any unforeseeable delays in the installation process.
4. Time required for installation is dependent on the size of the premises. An estimate of this can be given by Us to You upon pre-installation site inspection.
5. Estimated Time Frame for Installation is six weeks after the deposit is paid.

#### Access to Site of installation

1. You agree to allow and grant safe and unobstructed access to the delivery personnel and their vehicles to deliver the materials to the site.
2. You agree to allow and grant safe and unobstructed access to Us and any vehicles and equipment we require onsite to carry out the installation.
3. You agree to allow and grant safe and unobstructed access to Us and any vehicles and equipment we require onsite to commission and test the equipment post-installation.

#### **Installation**

1. We acknowledge that We are responsible for:
  1. Inspection of the site pre-installation if required.

2. Ensuring that the person/s responsible for installation is/are a Renewable Energy Industry Accredited Installer(s).

3. Ensuring that the person/s responsible for installation has relevant electrical certifications.

4. Installing the solar panels on a suitable location on the roof.

1. A suitable location is a roof area that has a suitable North, North Easterly or North Westerly direction or aspect.

2. Installation on Eastern or Western facing roofs may result in slightly reduced outputs. We are responsible for identifying the optimum roof location for installation.

5. Providing and installing an inverter according to manufacturer guidelines.

6. Providing and installing a suitable mounting base for the solar panels.

7. Supplying and installing up to 20 metres of electrical wiring and or cabling between the solar panels, inverter and switchboard.

8. Commissioning the solar system onsite to manufacturer's specifications to ensure that the solar system is fully operational.

9. Testing the solar system onsite after installation to ensure that it is fully operational.

10. Instructing You or the person You nominated to attend the site during installation on the basic operation of the inverter.

11. Cleaning the site post-installation of any rubbish and surplus material resulting from Our installation work.

2. You acknowledge that We are not responsible for:

1. Supplying spare roof tiles;

2. The removal of asbestos from your site;

3. The cost of determining whether asbestos is present;
4. Installation on homes with slate or asbestos roofing;
5. Installation at sites where access is unsafe and obstructed;
6. Rectification of an inadequate existing electrical supply;
7. Installing or upgrading a safety switch;
8. Installing or upgrading a switchboard;
9. Installing or upgrading a meter panel board;
10. Any other work that is required to ensure that, prior to installation of the System, the Premises comply with electricity standards imposed by law;
11. Installations on homes with unsuitable roofs including but not limited to: decromastic, brittle and structurally unsound roofs. We may in our discretion agree to carry out the Installation Works in circumstances in which we expect roof tiles to break. If this is the case, we will inform you in advance and will replace up to 40 roof tiles damaged as a result of the Installation Works at no cost, so long as you provide these roof tiles.

### **Ownership of the Solar Panel System**

1. You understand that ownership of the System is transferred to you on the date that We receive complete payment of the full balance of the contract from You and that from that point onwards.
2. Sole responsibility for care, risk, loss or damage to the System passes to You upon delivery of the System to You.

### **Warranty and liability**

1. We warrant workmanship for five years.

2. We accept no responsibility for any risk generated by components supplied by You or for goods that are used by You or dealt with by You in any way that is unreasonable, unsafe or unusual.
3. We are not responsible for any faults or defects in the system due to misuse or damage caused by other parties.
4. We are not responsible for any loss due to existing damage caused by You or other parties to your property.
5. We are not responsible if Your System fails to operate due to natural disasters, weathering, electrical faults not caused by Us.

## Termination

1. Without prejudice to our rights and powers under these Terms, We may, including in the absence of a breach by You, terminate these Terms in writing in the period between the pre-installation, Site inspection and the Installation date.
2. Without prejudice to our rights and powers under these Terms, We reserve the right to cancel the Contract if You materially breach the terms of the contract.
3. If we believe that the installation of your System is unsafe or unsuitable for your premises, we may cancel the Contract and we will refund you the amount you have paid towards the total cost payable as at the date of cancellation in order for cancellation to take effect.
4. You have the right to cancel the Contract if the System is not installed at the Site within six months of the expiration of the “Estimated Time Frame for Installation” in clause 12 of these Terms and Conditions. If you cancel the contract in these circumstances, we will refund you the amount you paid towards the completion of the contract as at the date of cancellation.

## Contract

1. By signing this agreement, you agree to pay us the contract sum as set out in the enclosed Quote, subject to any amendments upon site inspection as per Term 2.3.1 of “Pre-Approval and Site Inspection”