



TERMS & CONDITIONS

TERMS AND CONDITIONS

IMPORTANT NOTICE TO THE CUSTOMER

You may cancel this Agreement at any time within 10 business days following the business day after you entered into this Agreement with us by emailing our Customer Care Department customercare@truevaluesolar.com.au or by sending us a letter by Registered Post, addressed to our Customer Care Department, True Value Solar Pty Ltd (TVS) Level 2, 850 Collins Street, Melbourne, Victoria 3008.

1. Definitions

In these Terms:

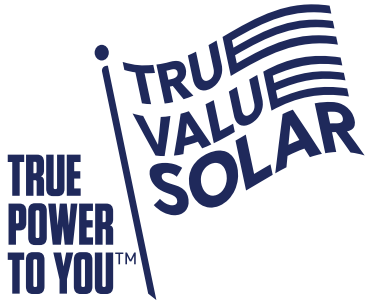
Administration Fee means the amount of \$150. This will be applied when a consumer wishes to withdraw from a valid contract after the expiry of any cooling off period, or after the date of which True Value Solar has conducted the site inspection, True Value Solar is entitled to apply their own policies regarding fees for cancellation, in line with the termination rights specified in the initial contract. Must be reasonable and related to costs incurred by True Value Solar Agreement has the meaning given to in clause 2.1.

ACL or Australian Consumer Law means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time.

Assumptions and Disclaimers means the document called 'Assumptions and Disclaimers' located at <http://truevaluesolar.com.au/assumptions/> and <http://truevaluesolar.com.au/disclaimer/> where we set out vital information relating to assumptions, savings and other statements about us.

Solar Analytics Option means the terms and conditions provided to you by us or Solar Analytics Pty Ltd ABN 92165351511 when you request to purchase Solar Analytics. These terms and conditions can be found at <https://www.solaranalytics.com.au/term-and-conditions-privacy-policy>. Monthly subscription price is based on a direct debit fee of \$8.25 (incl of GST) through direct debit commencing after 1st year. Cancel fee may apply. This fee is \$33 (incl of GST).

Edge IQ means the terms and conditions provided to you by us or Edge IQ Edge Electrons Pty Ltd ABN 94168621565 when you request to purchase Edge IQ. These terms and conditions can be found at <https://www.edgeelectrons.com>. A \$72 (excl of GST) annual service and monitoring fee is payable by the customer, commencing after the first year from installation. The first year's fee is a special promotion included in the EdgelQ unit cost. Payment of this annual fee for Year 2 onwards is optional, however, should the customer choose not to pay, the remote service & monitoring cannot be provided and the option to extend the warranty period becomes unavailable. The remote service and monitoring provides the customer with: Regular firmware updates and software functionality improvements. Remote service monitoring and diagnostic assessments.. Alerts emails for service issues and resolution. Their energy reporting (via EdgelQ Portal) - e.g. consumption, solar production, power quality and \$ savings.



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Qantas Frequent Flyer program. means an eligible True Value Solar system consisting of the purchase of solar panels, inverter, a monitoring system or batteries for installation once the 10 day cooling off period has passed. The customer must be the owner of the residential premises in which an eligible True Value Solar system is installed. Qantas Frequent Flyer points do not apply to business owners. Points are allocated to consumers only. Customers can only receive the 10,000 Qantas Points offer for the deposit on purchase of solar system. Customers must provide True Value Solar with their Qantas Frequent Flyer number within 90 days of paying the deposit. Qantas Points will be credited to your account within 45 days when installation is complete. Qantas reserves the right to withdraw this offer at any time.

Component means any physical component of the Goods such as an inverter, panel or battery, but does not include the Materials.

Cooling Off Period means 10 business days following the business day after you entered into this Agreement with us.

Default Events means any of the following:

- a. you fail to pay any amount when due under the Agreement; and/or
- b. you commit an act of bankruptcy or have a controller or trustee appointed in respect of any of your estate or any of your property (including the Premises) or assets; and/or
- c. you are otherwise unable to pay your debts as and when they fall due.

Deposit means the amount identified as the deposit in the Solar Quote (if any).

Documentation includes specifications, technical and operational materials and other documentation relating to the Goods and/or Services we provided to you at or around the time of completion of the Services.

Electricity Provider Tariff means a feed-in tariff or other incentive, payment, discount or benefit (financial or otherwise) made available by the electricity provider supplying electricity to the Premises for the purchase of goods equivalent or similar to the Goods.

Excluded Services means

- a. electricity meter changeovers, meter board upgrades, time switch installation or repairs, trenching or building works or any other similar or related works;
- b. switchboard upgrades and/or the failure of the switchboard or any other electrical infrastructure at the Premises to comply with Law; or
- c. Council, building, engineering and other third party approvals or consents not specified elsewhere in these Terms, if these are required by Law.

Final Payment means the amount equal to the Purchase Price less the Deposit (if applicable).

Finance Payment Option means, as applicable:

- a. the finance option and its terms and conditions that are facilitated by us and offered by Latitude Finance Australia Limited ABN 42 008 583 588 or such other entity that we may notify you of from time to time; or
- b. the payment plan option and its terms and conditions that are facilitated by us and offered by Certegy Ezi-Pay Pty Ltd ABN 28 129 228 986, or such other entity that we may notify you of from time to time.



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Force Majeure Event means any or all of the following:

- a. act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, adverse weather conditions;
- b. act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
- c. the effect of any applicable laws, orders, rules or regulations of any government or other competent authority;
- d. embargo, power or water shortage or lack of transportation; or
- e. any other event beyond our reasonable control provided that the relevant event upon which we rely was not caused through our fault or negligence.

Goods means a Component or any product that is supplied by us or on our behalf.

Federal Government Scheme means any incentive, benefit (financial or otherwise), payment, subsidy, rebate, refund or otherwise relating to the purchase of goods equivalent or similar to the Goods and Services.

Installation Requirements means:

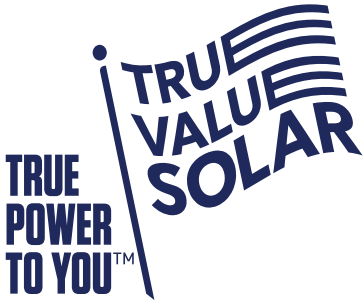
- a. we have clear, unhindered vehicular access to the Premises; and/or
- b. if the Premises are under construction on the Installation Date, the Premises is at lock-up stage at a minimum (as reasonably determined by us); and/or
- c. wiring and a power supply, and where required, plumbing exists and has been installed in accordance with Law; and/or
- d. there is no asbestos at or surrounding the Premises; and/or
- e. no specialist safety equipment is required to be used by us at the Premises to perform the Installation due to restrictions of access to the Premises or otherwise; and/or
- f. the Premises is a single storey premises within the standard roofing parameters, unless you advised us otherwise at the time of the Solar Quote.

Installation means the services relating to the installation of the Goods at your Premises.

Installation Date means the date when the Installation starts.

Law means any legislation, regulation, order, rule, code, standard or other document enforceable under any legislation, regulation, rule or subordinate legislation applicable to TVS and to the Goods and Services supplied by TVS under the Agreement.

Manufacturer means the party (not TVS) who has manufactured a Component forming part of the Goods supplied to you.



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Manufacturer Warranty means the warranty provided by the Manufacturer for a Component forming part of the Goods. The Manufacturer Warranties for the Goods that we currently offer can be found at <http://truevaluesolar.com.au/our-products/#SOLARPANEL> for panels and <http://truevaluesolar.com.au/our-products/#INVERTERS> for inverters. For any Goods that we might have offered previously, please contact our Customer Care Department by email to customercare@truevaluesolar.com.au, by telephone on 13 SOLAR (13 76 52), or by such other method that we may notify you of from time to time, including by a notice on our website at <http://truevaluesolar.com.au/support/>

Materials means components such as mounting systems, wiring, conduits, switches and fuses that we may use to perform any Services

Metro Area means the area comprising of a radius of up to 50km of Australian capital city

We may update a **Metro Area** if we do this, we will update you by providing you with notice of this change (which we may do by notice on our website, which is located at <http://truevaluesolar.com.au/terms-conditions/>)

Offer means any offer, benefit, gift, incentive, discount or promotion that we may elect to offer our customers from time to time, whether at the time of entry into the Agreement, or, as referred to at <http://truevaluesolar.com.au/terms-conditions/>

Solar Quote is the document that sets out our estimate for the supply of Goods and Services. The Solar Quote incorporates the Terms and an Offer (if this applies to you). Acceptance of the offer in the Solar Quote, shall form part of the T&C's"

Other Services means:

- a. the provision of maintenance services, repair and warranty services by us (to the extent permitted by our arrangements with the Manufacturer); and
- b. the provision of any other services provided by us that are contemplated by these Terms and not included within paragraph (a) of this definition.

Premises means the land, building, structure or improvement in or upon which the Goods are to be installed by or on behalf of TVS.

Privacy Policy means our Privacy Policy located at <http://truevaluesolar.com.au/privacy-policy/>

Purchase Price means the amount equal to the Deposit and the Final Payment.

Rescheduling Charge means the amount of \$250.

Services mean, in relation to the Goods:

- a. the Installation; and/or
- b. the Excluded Services, if provided by us in accordance with clause 9; and/or
- c. the Other Services, performed by us or on our behalf.

STCs means Small-scale technology certificates as defined in the Renewable Energy (Electricity) Act 2000 (Cth), as amended or replaced from time to time.



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Terms means these terms and also any other document incorporated by reference within these terms, as well as the ACL.

Third Party Costs means:

- a. the cost we incur (including reasonable travel charges if we are required to travel more than 50 kms from an Australian Capital city Metro Area) if you or your electricity distributor require us to perform a site inspection at the Premises prior to the Installation Date; and/or
- b. the cost we incur (including reasonable travel charges if we are required to travel more than 50 kms from an Australian Capital city) 50 kms from a Metro Area) if you require us to perform pre-wiring at the Premises in addition to the Installation prior to the Installation Date; and/or
- c. the grid connection fee payable by us to your electricity distributor in order for us to perform the Installation on the Installation Date.

TVS, our, we or us means True Value Solar Pty Ltd ABN 11 143 232 482.

Warranty means our warranties, made up of the PV System Warranty True Value Solar Warranty, Installation Warranty and the Manufacturer Warranty, which are both mentioned in clause 10.

Warranty Claim means a claim by you under any Warranty, made in accordance with the requirements of these Terms and the Warranty Procedures.

Warranty Procedures means the document setting out the procedures relating to claiming under a Warranty, servicing, repairs, complaints and other matters, which is located at <http://truevaluesolar.com.au/support/>

You or your means the person or legal entity identified as the customer obtaining the Goods and Services from us.

2. Agreement

2.1 The Agreement comprises the following:

- a. the Solar Quote; and
- b. the Terms; and
- c. the Privacy Policy; and
- d. the Finance Plan Option – if you have selected a Finance Plan Option; and
- e. the Solar Analytics Option – if you have purchased Solar Analytics; and
- f. the Edge IQ Option – if you have purchased Edge IQ; and
- g. an Offer that you have elected to accept in conjunction with obtaining Goods and Services from us (if applicable).



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2.2 The Agreement will be formed between TVS and you, upon:

- a. your acceptance of the Solar Quote, the Terms and the Offer (if applicable); and
- b. you paying a Deposit to us for the Goods and Services.

2.3 By entering into this Agreement with you, we agree to comply with the Clean Energy Installater Guidelines of Conduct. This may be updated or replaced from time to time.

2.4 The Agreement sets out all matters relating to the provision of Goods and Services and constitutes the whole of the agreement between TVS and you and supersedes any previous dealings, prior representations, statements, discussions and agreement in relation to this subject matter.

2.5 The Agreement is governed by the laws of the State of Victoria, Australia. Both TVS and you submit to the non-exclusive jurisdiction of the Courts of the State of Victoria, Australia.

2.6 If any clause or part of a clause of the Agreement is illegal, unenforceable or invalid, that clause or part is to be treated as removed from the Agreement, but the rest of the Agreement is not affected.

2.7 A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given.

2.8 The Agreement can only be varied by a document in writing signed by you and TVS.

3. Cancellation

3.1 Cancellation for Material Breach

Either of us may cancel the Agreement if the other party materially breaches the terms of the Agreement.

3.2 Cancellation by you

- a. You may cancel the Agreement:
 - ii. at any time during the Cooling Off Period; or
 - iii. if we vary the Purchase Price for any reason under clause 4.3(c) or clause 4.3(d) and you do not agree with the variation,
- b. by notifying our Customer Care Department by email to customercare@truevaluesolar.com.au or by sending us a letter by Registered Post, addressed to our Customer Care Department, True Value Solar Pty Ltd Level 2, 850 Collins Street, Docklands, Victoria, 3008
- c. We may update the process for cancelling the Agreement from time to time by providing you with notice of this update (which we may do by notice on our website, which is located at <http://truevaluesolar.com.au/terms-conditions/>)



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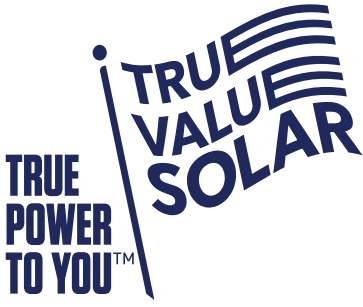
3.3 We may cancel the Agreement:

- (a) if we are required to vary the Purchase Price under clause 4.3(a) or clause 4.3(b);
- (b) the conditions of the Premises result in us forming the opinion that we cannot perform the Services:
 - (i) for the Purchase Price; and/or
 - (ii) safely; and/or
 - (iii) in accordance with Law; and/or

3.4 Consequences of Cancellation

If the Agreement is cancelled:

- a. by you under clause 3.2(a)(i) – we will refund you all the amounts that you have paid to us up to and including the date of your cancellation;
- b. by you under clause 3.2(a)(ii), in circumstances where you have failed to provide us with information within the required time frame, or, you have provided us with inaccurate or incomplete information - we will refund you the amounts paid by you less a cancellation charge equal to the Administration Fee , the Further Charge and any Third Party Costs;
- c. by you under clause 3.2(a)(ii), but the circumstances in clause 3.4(b) do not apply:
 - i. more than 3 business days before the Installation Date - we will refund you the amounts paid by you less a cancellation charge equal to the Administration Fee and any Third Party Costs;
 - ii. less than 3 business days before the Installation Date - we will refund you the amounts paid by you less a cancellation fee equal to the Administration Fee, the Further Charge and any Third Party Costs;
- d. by us under clause 3.3(a) – we will refund you the amounts that you have paid to us less a cancellation fee equal to the Administration Fee , the Further Charge and any Third Party Costs;
- e. by us under clause 3.3(b), in circumstances where you have failed to provide us with information within the required time frame, or, you have provided us with inaccurate or incomplete information - we will refund you the amounts paid by you less a cancellation charge equal to the Administration Fee, the Further Charge and any Third Party Costs;
- f. by us under clause 3.3(c), but the circumstances in clause 3.4(e) do not apply – we reserve the right (acting reasonably) to refund the amounts paid by you less a cancellation charge equal to the Administration Fee and any Third Party Costs (if applicable),



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4. Purchase Price

4.1 The Purchase Price is inclusive of GST unless otherwise set out in the Solar Quote.

4.2 The Purchase Price is dependent upon an inspection of the Premises by us, which may occur on the Installation Date.

4.3 We may revise the Purchase Price:

- a. if at the time of us providing you with the Solar Quote, you failed to provide us with accurate or complete information concerning the Premises, your requirements or otherwise;
- b. if you fail to provide us with information when we requested you to do so within the time period(s) that we reasonably requested;
- c. in our reasonable opinion, the Premises does not have a suitable location for installation of the Goods without us incurring further costs in connection with performing the Installation. Customer is entitled to a full refund regardless of the 10 day cooling off period.
- d. any or all of the Installation Requirements are not met.

5. Payment of the Purchase Price

5.1 The Purchase Price is payable as follows:

- a. the Deposit is payable when you commit to the purchase of the Goods and Services; and
- b. the Final Payment is payable prior to the start of the Installation.

5.2 If you elect to pay either of the amounts referred to in clause 5.1 by credit card, you:

- a. agree and authorise us to charge your credit card for those amounts; and
- b. agree that you will be charged our then prevailing surcharge on all credit card payments, unless we determine otherwise, which is currently 2.5%.

5.3 If you fail to pay the Purchase Price when due under clause 5.1 or an amount required to be paid by you under the Agreement, including, because a payment by you is dishonoured, we may, in addition to exercising any cancellation rights under clause 3.1 or clause 3.3 or any other rights and remedies that we may have:

- a. charge you a Rescheduling Charge and you agree that the Final Payment will be adjusted by an amount equal to the Rescheduling Charge;
- b. charge you interest on the outstanding amount at penalty rate set out in the Penalty Interest Rates Act 1983 (Vic), as amended or replaced from time to time from the date that the outstanding amount becomes due until it is paid; and/or
- c. appoint a debt collection agency to collect the outstanding amount, and any other costs (including the debt collector's costs), expenses, losses and damages resulting from your failure to pay the outstanding amount; and/or
- d. lodge (or have our debt collection agency lodge) a default on your credit history file; and/or
- e. institute legal proceedings against you to recover the outstanding amount as well as any other costs, fees and expenses resulting from us instituting those proceedings.



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6. Rebates and Tariffs

6.1 You may be entitled to an Electricity Provider Tariff in connection with the purchase of Goods and Services from us.

We recommend that you contact your electricity provider directly to determine your eligibility (including your ongoing eligibility) to receive an Electricity Provider Tariff. We cannot (and do not) represent, warrant or guarantee that you will receive any Electricity Provider Tariff (whether at all, or, on an ongoing basis) and we will not be liable to you if, for whatever reason, you do not receive an Electricity Provider Tariff, at all, or on an ongoing basis.

6.2 You may be entitled to STCs in connection with the purchase of the Goods and Services from us. If you are (or may be) entitled to STCs, you agree to assign the STCs to us and to take all steps that we reasonably require (including signing documents) to assign the STCs to us.

6.3 You may also be entitled to a Federal Government Scheme in connection with the purchase of the Goods and Services from us. If you are (or may be) entitled to the a Federal Government Scheme, you agree to provide all reasonable assistance (including signing documents if applicable) to permit us to apply for the Federal Government Scheme in your name, and, to receive payment of the Federal Government Scheme, on your behalf.

6.4 We will take all reasonable steps to assist you in assigning the STCs to us under clause 6.2 and applying for the Federal Government Scheme under clause 6.3. However, you acknowledge that the Purchase Price in the Solar Quote has been determined on the basis that you will assign the STCs to us and that we will receive the Federal Government Scheme (if applicable). Accordingly, if for any reason not caused by us, we do not receive the STCs or the Federal Government Scheme (if applicable) such as because you refuse to comply with your obligations under clause 6.3 or for any of the reasons set out in clause 6.5, you agree that the Final Payment will be adjusted by an amount equal to that STCs or Federal Government Scheme (as the context requires).

6.5 You acknowledge that the structure, amount and availability of STCs and any Federal Government Scheme are subject to change, update or modification by government at any time (including between the time that we conclude the Agreement and the Installation Date). You agree that these are matters beyond our control, and therefore we cannot (and will not) have any liability to you in the event that such a change, update or modification does occur.

7. Installation, Substitution and Performance of the Services

7.1 TVS will endeavour to arrange the Installation:

- a. if you are within e 50 kms from an Australian Capital city in a Metro Area - within 4 to 6 weeks after receipt of notification of the approval of the electricity grid-connection by the relevant third party; or
- b. if you are in any other area - within 8 to 12 weeks after receipt of notification of the approval of the electricity grid-connection by the relevant third party.
- c. Battery installations may take up to 12 weeks for all areas.



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7.2 Any time period mentioned in clause 7.1 may be extended, if necessary:

- a. by a period, equal to the period taken for TVS to receive confirmation that your Finance Plan Option is approved; and/or
- b. by a period, equal to the period reasonably required by us in the event that a delay occurs that is beyond our reasonable control (including weather or transportation conditions associated with the location of the Premises or you or your representative failing to be present at the Premises on the Installation Date); and/or
- c. by the period equal to the duration of a Force Majeure Event.

7.3 We will notify you of any changes under clause 7.2 that result in us not being able to meet the timeframes set out in clause 7.1, including any action proposed to mitigate the effect of a Force Majeure Event (if applicable).

7.4 You or your representative must be present at the Premises on the Installation Date to tell us where to position the Goods at your Premises, and also assist us in relation to any other matter concerning the Installation.

7.5 If you elect to appoint a representative:

- a. the representative must be eighteen (18) years or over;
- b. the representative must be empowered by you and must be able to make decisions mentioned in clause 7.4 to enable us to perform the Installation; and
- c. you will take all steps that we reasonably require (including signing documents) prior to the Installation Date to nominate a representative.

7.6 If you or your representative are not present at the Premises on the Installation Date, you agree that you will be charged a Rescheduling Charge and you also agree that the Final Payment will be adjusted by an amount equal to the Rescheduling Charge.

7.7 If you or your representative requires us to position or otherwise perform the Installation in a manner that we consider will not maximise efficiency, whether under the Clean Energy Council Guidelines or any other Law, TVS's will not be responsible for any loss of efficiency. We will ask you to sign a waiver prior to proceeding with the Installation and TVS will not be liable to you in this case. Furthermore, if following the completion of the Installation, you subsequently request the relocation and/or repositioning of the Goods, this will be at your expense and not at TVS' expense and subject to the requirements set out in clause 9.2.

7.8 If, for any reason, one or more Components or Materials are not able to be supplied to you on the Installation Date, you agree that we may substitute an item or component of equivalent or similar specification to the Component that you originally purchased from us.

7.9 For installations on tile roofs, the homeowner must provide replacement tiles on the day of the installation to ensure any broken tiles are replaced immediately. TVS shall take all care however tiles may break when being walked on by installers. Should the homeowner not provide replacement tiles they must carry out repair work separately to the TVS installations.

7.10 At or around the time of completion of the Installation, you will be provided with the Documentation. We may do this electronically.



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7.11 Following the completion of the Installation, we may (at your request), perform the Other Services for you in connection with the Goods that you purchased from us.

7.12 You agree that the performance of the Other Services shall be at our then prevailing cost for the Other Services and you agree to pay TVS for the Other Services on or before the date of the scheduled day for the performance of the Other Services.

8. Access and Licence

8.1 You acknowledge that we must access your Premises in order to perform the Services and for the other purposes contemplated by the Agreement.

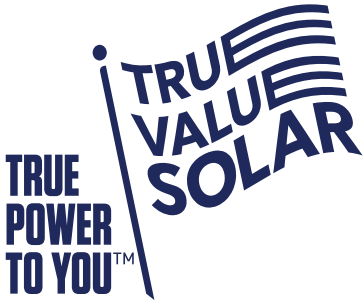
8.2 You therefore grant TVS and our representatives a licence to enter your Premises for the following purposes:

- a. to perform the Services;
- b. to inspect the Goods;
- c. to remove the Goods if we are permitted to do so under the Agreement; and
- d. for any other purpose necessary or incidental to any of the activities contemplated by clause 8.2(a), clause 8.2 (b) and clause 8.2(c).

9. What is outside of the scope of the Agreement and not included in the Purchase Price?

9.1 We are not responsible for any Excluded Services. If you require any of these services to be performed, you must arrange for third parties to perform these services at your Premises at your own cost prior to the Installation Date. If you request us to perform these services on the Installation Date and we are able to perform them, you must pay (and you agree to pay) the reasonable costs that we will incur to perform these services prior to us commencing the performance of the services. We will notify you of these costs prior to our commencement of the services (if applicable).

9.2 If at any time following the Agreement or the Installation Date, you request the Goods to be relocated, we may agree to relocate the Goods. If we do agree to relocate the Goods, we will advise you the cost for the relocation. If you agree with this cost, we will arrange for the relocation of the Goods to be completed and you must pay (and you agree to pay) our costs for relocating the Goods on or before the date of the scheduled day for the performance of the relocation of the Goods unless we determine otherwise. In addition, if we agree to relocate the Goods, but we consider that their relocation will not maximise efficiency, whether under the Clean Energy Council Guidelines or any other Law. True Value Solar is not responsible for less of efficiency.



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10. Our Warranties

10.1 Our Warranties

- a. The Warranties set out in this clause 10 are subject to clause 11.
- b. The procedures for Warranty Claims, repairs and other matters are set out in the Warranty Procedures.

10.2 Goods and Services – True Value Solar Warranty

- a. Our Goods and Services are supplied with a PV System Warranty equal to the greater of:
 - ii. 5 years; and
 - iii. the period specified by Clean Energy Council Solar Retailer Code of Conduct, as this document may be updated or replaced from time to time.
- b. True Value Solar Warranty covers the following:
 - iii. the Components and the Materials;
 - iv. the Installation; and
 - v. the Other Services.
- c. True Value Solar Warranty is transferrable to a successor purchaser of the Premises who becomes the registered owner of the Premises during the period referred to in clause 10.2(a), subject to TVS being supplied with documentation that demonstrates to TVS' satisfaction that the successor purchaser has become the registered owner of the Premises.
- d. Any Warranty Claim arising during the period of the Warranty should be made within 1 month of the date upon which the circumstances concerning the Warranty Claim become known to you or ought reasonably have been known to you. A callout charge is payable if the claim is not warrantable.
- e. True Value Solar Warranty does not include the following:
 - i. ordinary fair wear and tear of the Components and/or Materials;
 - ii. any components, materials or workmanship or services of any description provided by or for you by anyone other than by us or persons acting on our behalf;
 - iii. works or services required or necessary to make the Premises suitable for the performance of the Installation, including, without limit, works or services involving the replacement and repair of existing plumbing fittings, flue, piping, floor coverings, wiring, roofing or tiling, or, the upgrade of any structural support at the Premises (such as additional supporting beams);
 - iv. (iv) damage or defects to the Goods or any Component caused or contributed to by the Goods and/or the Component being used or dealt with for commercial or industrial purposes or otherwise than in accordance with the Documentation or our or the Manufacturer's directions for use made known to you at the time of completion of the Installation, including by notifying you of where you may find the applicable directions on our website;
 - v. (v) loss or damage to the Premises and/your property and surrounds as a result of the Goods not working or failing to work for any reason;



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- vi. loss or damage arising from any matter happening after Installation such as weather conditions, possums or other animals, pests, vermin, corrosion, mould or similar events; or
- vii. loss or damage arising from abusive use, misuse, theft, vandalism or a Force Majeure Event.

10.3 Goods – Manufacturer Warranty

- a. Our Goods are supplied with a Manufacturer Warranty. In some cases, this may be for a time period that is longer than the PV System Warranty.
- b. The Manufacturer Warranty (including any exclusions and limitations relating to a Manufacturer Warranty) for each Component forming part of the Goods supplied to you under the Agreement is set out:
 - iii. on our website at <http://truevaluesolar.com.au/our-products/#SOLARPANEL/>
 - iv. for panels and <http://truevaluesolar.com.au/our-products/#INVERTERS/>
 - v. and Monitoring System, <http://truevaluesolar.com.au/our-products/#MONITORING>
 - vi. and Batteries <http://truevaluesolar.com.au/our-products/#BATTERIES>
 - vii. if the Manufacturer Warranty relates to a Component that is no longer a current Component (or ceases to be a current Component) following the date of these Terms, will be provided to you if you contact our Customer Care Department by email customercare@truevaluesolar.com.au, by telephone on 13 SOLAR (13 76 52) or by an alternative method that we have notified you of from time to time, including by a notice on our website at <http://truevaluesolar.com.au/our-products/#SOLARPANEL/> for panels and <http://truevaluesolar.com.au/our-products/#INVERTERS/> for inverter and batteries <http://truevaluesolar.com.au/our-products/#BATTERIES> for batteries and monitoring system <http://truevaluesolar.com.au/our-products/#MONITORING> for monitoring systems
- c. To the extent necessary, we will take all steps to ensure that any of our rights under a Manufacturer Warranty are transferred to you. However, we make no representation, guarantee or statement that a Manufacturer Warranty will be transferrable by you to another party (including a prospective purchaser of the Premises). Any rights that you may have in this regard are governed by the terms of the Manufacturer Warranty.
- d. Any Warranty Claim in connection with a Manufacturer Warranty must be made in accordance with the requirements and procedures contained in the applicable Manufacturer Warranty. If applicable to you, we will advise you of these requirements and procedures when you make a Warranty Claim under the Warranty Procedures.

11. Your Additional Rights under the Australian Consumer Law

11.1 Your rights under the Australian Consumer Law

- a. Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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 replaced or repaired if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- b. In addition to terms defined terms in clause 1, where a defined term is used in this clause 11, it has the same meaning given to that term in the Australian Consumer Law.



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11.2 Major Failures and other Problems or Defects with the Goods and Services

- a. If a major failure occurs in relation to the Goods, or, some other problem or defect occurs in relation to the Goods that is incapable of being remedied by us or someone on our behalf, you may:
 - ii. reject the Goods and obtain a refund from us; or
 - iii. reject the Goods and instead require us to provide you with identical Goods, or, if identical Goods are not available, Goods that are reasonably available and of similar value to the Goods; or
 - iv. not reject the Goods and instead require us to provide you with compensation equal to the reduction of the Goods caused by the major failure or other problem or defect.
- b. If a major failure occurs in relation to the Services, or, some other problem or defect occurs in relation to the Services that is incapable of being remedied by us or someone on our behalf, you may:
 - iii. cancel the Agreement and obtain a refund from us; or
 - iv. require us to provide you with compensation equal to the difference between what you paid for the Services and the actual value of the Services.
- c. In any other case where there is a problem or defect in relation to the Goods or Services, you are not entitled to a refund for the Goods or Services, but we may (at our option):
 - iv. in the case of Goods:
 - E. replace the Goods;
 - F. repair the Goods; or
 - G. pay your reasonable costs for the repair or replacement of the Goods; and
 - viii. in the case of the Services:
 - A. supply the Services again; or
 - B. pay your reasonable costs of having the Services supplied again.

11.3 Compensation

- a. Subject to clause 11.3(b), you may be entitled to compensation under the Australian Consumer Law for the supply of Goods and Services under the Agreement for losses and damages suffered by you, if we:
 - ii. fail to supply the Goods and Services in accordance with the Agreement; and/or
 - iii. the Goods and/or Services do not meet a consumer guarantee that applies to you and the Goods and Services under the Australian Consumer Law.



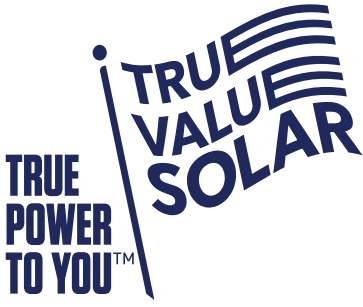
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- b. Any compensation payable by us to you under clause 11.3(a) is limited to losses and damages suffered by you:
 - iii. that are reasonably foreseeable having regard to the circumstances set out in clause 11.3(a); and/or
 - iv. that otherwise naturally or directly result in the ordinary course of events from the breach, action or inaction by us or circumstances set out in clause 11.3(a).

12. Your Warranties

You provide the following warranties to us:

- a. you have read and understood the Agreement, and, if you determined necessary, you have obtained all advice in connection with the Agreement (legal, technical or otherwise);
- b. you have read and understood the Assumptions and Disclaimers, and agree that you must make your own assessment as to the appropriateness of our Goods and Services to you, the Premises and otherwise;
- c. all information provided by you to us under or in connection with the Agreement or the supply and purchase of the Goods and Services under the Agreement is true, accurate and complete in all respects;
- d. you acknowledge that any information provided by you to us under clause 12(c) is relied upon by us whether in providing you with the Solar Quote or otherwise, to supply the Goods and Services to you;
- e. it is your responsibility to obtain, and you have obtained, all necessary permits, approvals and permissions required by Law to obtain the Goods and Services from us;
- f. there is no asbestos at the Premises and the Premises are otherwise safe for us to supply the Goods and Services to you;
- g. (the use, supply and ongoing performance of the Goods and Services are subject to a number of factors including those set out in the Documentation, the positioning of the Goods within the Premises (or, in the case of batteries, within or outside the dwelling (or dwellings) located at the Premises) and the position of the Premises generally, the hours of sunlight, cloud cover, shading and other weather conditions, other environmental conditions such as flora and fauna, the configuration used and the actions (or inactions) of third parties;
- h. you acknowledge that all drawings, measurements, dimensions, illustrations, specifications, data and other information provided by us to you in any medium whether in the Solar Quote, advertising material, our welcome pack, our website, the Assumptions and Disclaimers or any other document, are estimates and approximate only; and
- i. you are 18 years or over.



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13. Ownership and Risk

13.1 Risk

All risk of loss or destruction of or damage to the Goods passes to you upon delivery of the Goods to the Premises.

13.2 Title and Protection of our Title

- a. We retain ownership and title in the Goods until you pay us the Purchase Price and all other amounts due and owing by you under the Agreement in connection with the Goods.
- b. You acknowledge our ownership and title in the Goods continues until you pay us the amounts owing under clause 13.2(a). Until payment occurs, you therefore agree:
 - i. to store the Goods at the Premises, separately, and, in such a manner that they are clearly identified as our Goods and our property;
 - ii. that you hold the Goods as our Bailee and our trustee;
 - iii. that if you do (or attempt to) sell, lease or otherwise deal with the Goods or any Component before title to the Goods or Component passes to you, you hold the proceeds of sale, lease or dealing on trust for us in a separate account up to the amount owing to us under the Agreement in relation to the Goods or the Component;
 - iv. that we are entitled at any time until title in and to the Goods passes to you to demand the return of the Goods and therefore you grant us and our representatives a non-exclusive licence to enter the Premises for this purpose in order to search for and remove the Goods;
 - v. to provide us with reasonable assistance under clause 13.2(b)(iv) and if you refuse to do so, you agree that we may nevertheless enter the Premises without trespass to search for and remove the Goods in accordance with the licence in clause 13.2(b)(iv); and
 - vi. we are not responsible for you for any loss or damage suffered by you as a result of searching for or removing the Goods as set out above.
- c. (The rights under clause 13.2(b)(iv) and clause 13.2(b)(v) are in addition to any of our rights under Chapter 4 of the PPSA referred to in clause 14. Our rights under clause 13.2(b)(iv) and clause 13.2(b)(v) prevail to the extent of any inconsistency between those clauses and Chapter 4 of the PPSA.
- d. If title in and to the Goods has not passed to you under this clause 13.2, your implied right to sell, use or consume the Goods immediately terminates if a Default Event occurs and thereafter:
 - i. (i) you must pay all amounts owing to us under the Agreement immediately; and
 - ii. (ii) we may remove the Goods from the Premises in accordance with the requirements of clause 13.2(b).



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14. PPSA

14.1 PPSA means the Personal Property Securities Act 2009 (Cth) and any regulation, order, rule under that Act, as each is respectively amended or replaced from time to time.

14.2 You hereby grant us a security interest (for the purposes of the PPSA):

- a. in the Goods and/or any Component supplied by us to you under the Agreement; and
- b. in the proceeds described in clause 13.2(b)(iii) that apply to the Goods and/or any Component.

14.3 Your acknowledge

- a. that each security interest in the Goods or any Component is a 'purchase money security interest', as defined by the PPSA to the extent that it secures moneys owing to us in connection with the Goods or Component; and
- b. in the case of Goods or Components without serial numbers, are nevertheless security interests to the extent that they secure moneys owing to us in connection with the Goods or Component; and
- c. the security interests attach to the Goods or any Component when you gain possession of them and neither you nor us have agreed that the security interest has attached at any later time; and
- d. each security interest is a continuing security interest and is not extinguished or in any way diminished even if the Goods or individual Components or any part of them are comingled or become part of another item like a roof at the Premises and/or the Premises; and
- e. each security interest is intended to secure due and punctual payment of monies owing under the Agreement in connection with the Goods and individual Components.

14.4 You agree to do anything reasonably required by us (including signing documents) to:

- a. ensure that a security interest is enforceable, perfected and otherwise effective; and/or
- b. enable us to apply for registration, or give any notification, in connection with the security interest so that the security interest has the priority required by us; and/or
- c. enabling us to exercise any rights in, or arising out of, or in connection with, the security interest.