



TERMS & CONDITIONS

Contract Date:

This is the term and conditions for Customer Name T Number

The installation address:

IMPORTANT NOTICE TO THE CUSTOMER

You may cancel this Agreement at any time within 10 business days from the business day after you entered into this Agreement with us by either:

- Calling our Customer Care Department on 13 76 52 Option 2
- Emailing our Customer Care Department at info@truevaluesolar.com.au OR
- sending us a letter by Registered Post to:

ATT: Customer Care Department
True Value Solar Pty Ltd (TVS)
Level 2, 850 Collins Street
Docklands
Victoria 3008

(TVS will count from the original date of the call, email or letter. Not the date we receive it, to give you peace of mind, should you wish to cancel at any time within the 10 business days.)

1. Agreement

1.1 The Agreement comprises the following:

- a. The Solar Quote, and
- b. the Terms & Conditions, and
- c. the Privacy Policy.

1.2 The Agreement will only be formed between yourself and TVS, upon completion of:

- a. your acceptance of the Solar Quote, the Terms & Conditions, the Privacy Policy and, if applicable, any other offer in relation to the agreed package at the point of sale; and
- b. your payment of a Deposit to us for the Goods and Services.



TERMS & CONDITIONS

1.3 By entering into this Agreement with you, we agree to comply with the Accreditation Code of Conduct – which can be found at <https://www.solaraccreditation.com.au/installers/compliance-and-standards/accreditation-guide-lines/accreditation-code-of-conduct.html> This may be updated or replaced from time to time.

1.4 The Agreement is governed by the laws of the Australian States and Territories in which the Premises are located and each party irrevocably submits to the non-exclusive jurisdiction of the courts.

1.5 If any clause or part of a clause of the Agreement is deemed illegal, unenforceable or invalid, this clause or part of will be considered null and void, however the rest of the agreement is not effected.

1.6 A waiver by a party is only effective if it is in writing. A written waiver must be signed by both the customer and TVS or an agent acting on behalf of TVS.

1.7 The Agreement can only be varied by a document in writing signed by yourself and TVS.

2. Cancellation

2.1 Cancellation for Material Breach

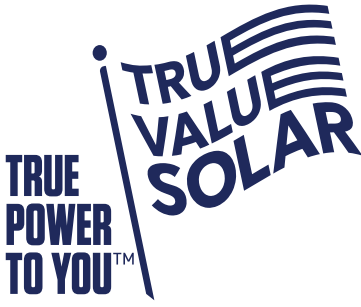
Either party may cancel the Agreement if the other party materially breaches the terms of the Agreement.

2.2 Cancellation by you

You may cancel the Agreement:

- a. at any time during the 10-business day Cooling Off Period; or
- b. if the variation of works required exceed more than 5% of the original purchase price for any reason under clause 3.3(c) (no suitable location at premises) or clause 3.3(d) (any or all installation requirements not met) and you do not agree with the proposed variation works.
- c. If we have not delivered and installed the system within 4 to 6 weeks after the original Target Date, and you end the agreement under Clause 7.1.

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, located at <http://truevaluesolar.com.au/terms-conditions/>)



TERMS & CONDITIONS

2.3 We may cancel the Agreement:

- a. If we are required to vary the Purchase Price under clause 3.3(a) (incomplete or inaccurate information provided to us, by you) or clause 3.3(b) (information not supplied within a reasonable timeframe from us requesting it) by more than 5% of the original purchase price.
- b. The conditions of the Premises result in us forming the opinion that we cannot perform the Services:
 - i. for the Purchase Price;
 - ii. in a safe manner;
 - iii. in accordance with Law; or
 - iv. all the above.
- c. If, for any other reason, TVS do not believe they can safely install or perform a service at the premises.
- d. Complete payment of the final agreed purchase price has not been made 48 hours prior to the date of installation.

2.4 Consequences of Cancellation

- (a) If the Agreement is cancelled due to clause(s):
- 2.2 (a) – cooling off period
 - 2.2 (b) – variation works exceeding 5%
 - 2.2 (c) – unable to meet Target Date
 - 2.3 (b) – inability to perform services
 - 2.3 (c) – any other reasons TVS are unable to perform services
 - 3.3 (c) – no suitable location without TVS incurring further costs
 - 3.3 (d) – any or all installation requirements not met
 - 5.5 (a) – grid application rejected (TVS organized)
 - 5.5 (b) – grid contract already signed (TVS organized)

We will refund you all the amounts that you have paid to us up to and including the date of your cancellation.

- (b) If the Agreement is cancelled due to clause(s):
- 2.3 (a) – variation works exceeding 5% due to clauses 3.3 (a) or 3.3 (b)
 - 2.3 (d) – complete payment has not been made 48 hours prior to installation date
 - 3.3 (a) – you failed to provide accurate or complete information
 - 3.3 (b) – you failed to provide required information within a reasonable amount of time
 - 3.3 (c) – the required variation of works does not exceed 5% of the original purchase price

We will provide a refund, minus any reasonable expenses incurred by TVS, to the point of termination of the contract.



TERMS & CONDITIONS

3. Purchase Price

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

3.2 The Purchase Price is dependent upon a physical inspection of the Premises by us, which may occur on or before, the installation date.

3.3 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 required 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 with out us incurring further costs, exceeding 5% of the original purchase price, in connection with performing the Installation;
- d. any or all the Installation Requirements are not met.

We will inform you of the revised price and reason in writing prior to proceeding any further. If the revised price is less than 5% of the original purchase price, an updated invoice reflecting this will be provided.

4. Payment of the Purchase Price

4.1 The Purchase Price is payable as follows:

- a. A deposit is not required prior to a physical pre-installation check.
- b. A \$500 deposit is required once the pre-installation check has been performed and there are no variations exceeding 5% of the original purchase price required OR the variation works exceed 5% of the original purchase price and the change in price is documented and signed by you.
- c. The full amount payable is due up to 48 hours prior to the beginning of the installation. If payment is not made, no later than 48 hours prior to date of installation, TVS will not be able to install and may exercise our rights under 2.3(d).



TERMS & CONDITIONS

4.2 If you elect to pay any of the amounts referred to in clause 4.1 by credit card, you:

- a. Agree and authorize us to charge your credit card for those amount(s); and
- b. agree that you will be charged our current surcharge on all credit card payments. We will inform you at the time of payment if our surcharge has changed in any way. (Currently 2.5%).

4.3 If you fail to pay any amounts owing to us, by the due date, prior to installation we may exercise our rights under Clause 2.3 (d).

5. Grid Connections & Applications

5.1 Consumers require approval from their distributor to connect a solar PV system to the electricity grid ("grid connection approval").

5.2 The relevant paperwork must be submitted and approved prior to installation.

5.3 Where we (TVS) have complied with 5.1 and 5.2 as above and you (the customer) authorize us to obtain grid connection approval on your behalf, we (TVS) must ensure we receive approval before installation.

5.4 Where we (TVS) have fulfilled our obligations under 5.1 and 5.2 as above and you (the customer) authorize us to prepare and submit the documentation required for grid connection approval and;

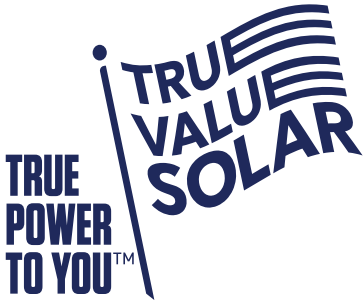
- a. The application is rejected or
- b. the contract has already been signed.

You (the customer) are entitled to a full refund.

6. Rebates and Tariffs

6.1 TVS will not be liable for the value of any Feed in Tariffs (FIT's) or incentives such as Small-Scale Tehnology Certificates (STC's), government rebates etc. TVS takes no responsibility in regard to any of these and we strongly recommend you check with your retailer prior to installation as any FIT's or other incentive is strictly through your retailer and not TVS. FIT's may change following installation. We recommend you check with your retailer before installation and again after installation.

6.2 In the case of STC's or other government subsidies, it is agreed upon that these or other such incentives, must be signed over to TVS upon completed installation, unless otherwise agreed upon in writing. Detailed explanation of STC's is in Glossary of Terminology.



TERMS & CONDITIONS

6.3 Information regarding the creation and trade of STC's can be found via the Clean Energy Regulator's website www.cleanenergyregulator.gov.au. A complete guide to STCs can be found via the Office of Renewable Energy's website and current pricing can be found using online trading platforms such as www.tradeingreen.com.au.

6.4 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 financial benefit from any 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 because you refuse to comply with your obligations under clause 6.2, you agree that the Final Payment will be adjusted by an amount equal to that of the STCs or Federal Government Scheme (as the context requires). The additional amount payable, if you do not comply with clause 6.2, will be listed on your invoice.

7. Installation, Substitution and Performance of the Services

7.1 TVS will endeavour to arrange the Installation:

- a. If you are within a 50 kms radius from the GPO in an Australian Capital City or Major Metro Area - within 4 to 6 weeks, following notification of grid connection approval; or
- b. if you are in any other area - within 8 to 12 weeks, following notification of grid connection approval.
- c. battery installations may take up to 12 weeks for all areas, following notification of grid connection approval.

7.2 Any time estimation mentioned in clause 7.1 are Target Dates only and not a strict deadline and may be extended, if necessary, due to:

- a. Delays in you receiving finance approval (if applicable).
- b. Delays due to unforeseen circumstances outside of our control, including, but not limited to; transportation conditions associated with the location, you or your authorized representative failing to be present on the installation date etc.
- c. Delays caused by a Force Majeure Event.
- d. Any other reasonably unforeseen circumstances outside of our, or your, control.



TERMS & CONDITIONS

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 We will not be liable to you if we fail to deliver and install the System at the Premises by the Target Date.

7.5 You, or your authorized representative, must be present at the Premises on the Installation Date to tell us where to position the Goods, sign off on the completed installation and assist us in relation to any other matters concerning the Installation.

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 fee. The rescheduling fee will cover any reasonable losses incurred by TVS. You also agree that the Final Payment will be adjusted to reflect the monetary losses incurred by TVS due to rescheduling the installation, contractors and administrative duties or other items required to be rescheduled (example: safety equipment, scissor lift). These will be itemized for you.

7.7 If, for any reason, one or more Components or Materials are not available to you on the Installation Date, you agree that we may substitute an item or component of equivalent or better specifications to the Component that you originally purchased from us. We will inform you prior to the installation date if this is to happen and request your approval in writing beforehand. If you do not agree with the proposed substitution we will reschedule, at no cost to you, when we have the required goods available.

7.8 If the installation is on a tiled roof, you must ensure you have spare tiles on hand, in case unforeseen damage occurs. Our installers will not leave damaged tiles unattended to after installation that may potentially cause leaks. Our installers will endeavour to fix any damaged tiles permanently by replacing those with new tiles provided by you. If we are unable to do so due to no tiles made available to us, we will ensure we leave a temporary solution (moving the effected tile(s) to an eave location) to safeguard against any potential leaks until new tiles can be sought and replaced by yourself. By moving these tiles to an eave location, this will also make replacement of damaged tiles easier for you.

7.9 At, or around the time of completion of the Installation, you will be provided with all required documentation including warranty information, user manuals and any other documentation applicable. We may provide some, or all, of these documents electronically. Upon request you will be provided with hardcopies of these documents.

7.10 The Purchase price does not include the rectification of defects in the existing electrical installation including the provision of electrical safety devices such as residual current devices and or earth stakes.



TERMS & CONDITIONS

8. Access and License

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

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

- a. To install the Goods;
- b. to perform any required Services or Repairs and 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 The customer is responsible for Excluded Services. TVS does not offer these Excluded services. However, in some cases, we may be able to assist with the process.

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 at your own cost. If you agree with this cost, we will arrange for the relocation of the Goods to be scheduled and completed, an invoice will be created for the works. The invoice is to be paid, in full, up to 48 hours before the scheduled date of relocation. In addition, if we agree to relocate the Goods, but we consider that their relocation will not maximize efficiency, whether under the Clean Energy Council Guidelines or any Law, TVS is not responsible for any loss of efficiency and a waiver must be signed.

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.
- c. Council, building, engineering and other third-party approvals or consents not specified elsewhere in these Terms, if these are required by Law.



TERMS & CONDITIONS

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:
 - i. 5 years; and
 - ii. 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:
 - i. The Components and the Materials;
 - ii. the Installation; and
 - iii. 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),
- d. Any Warranty Claim arising during the period of the Warranty should be made in a timely manner (within 1 month) of the date upon which the circumstances concerning the Warranty Claim become known to you or ought reasonably to 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, Materials, and/or cosmetic changes only that does not affect performance;
 - 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. loss or damage arising from any matter happening after Installation such as weather conditions, any animals, pests, vermin, or similar events; or



TERMS & CONDITIONS

- v. loss or damage arising from abuse, misuse, theft, vandalism or a Force Majeure Event.
- vi. consequential losses or loss of profit due to a government act, fire explosion, accident, discovery of hazardous material, civil commotion or industrial dispute;
- vii. will not be liable for issues caused by network problems such as voltage rise or power surges or any thing else outside of our control;
- viii. lack of maintenance. Once installed it is the customers responsibility to ensure the system is maintained on a semi regular basis. More information can be found here:
<https://www.solaraccreditation.com.au/consumers/after-installing-solar-PV.html>

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 available on our website <http://truevaluesolar.com.au/warranty/>
- 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.

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 defined terms, where a defined term is used in this clause 12, it has the same meaning



TERMS & CONDITIONS

given to that term in the Australian Consumer Law.

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;
 - i. reject the Goods and obtain a refund from us; or
 - ii. 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
 - iii. 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;
 - i. cancel the Agreement and obtain a refund from us; or
 - ii. 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).

- d. In the case of Goods;
 - i. replace the Goods;
 - ii. repair the Goods; or
 - iii. pay your reasonable costs for the repair or replacement of the Goods; and

- e. in the case of the Services;
 - i. supply the Services again; or
 - ii. pay your reasonable costs of having the Services supplied again.

11.3 Compensation

- a. 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:
 - i. fail to supply the Goods and Services in accordance with the Agreement; and/or
 - ii. the Goods and/or Services do not meet a consumer guarantee that applies to you and th Goods



TERMS & CONDITIONS

and Services under the Australian Consumer Law.

- b. Any compensation payable by us to you under clause 11.3(a) is limited to losses and damages suffered by you:
 - i. that are reasonably foreseeable having regard to the circumstances set out in clause 11.3(a); and/or
 - ii. 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).
 - iii. at no point will TVS's liability exceed that of the system price.

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;
- d. Purchase of the Goods and Services under the Agreement is true, accurate and complete in all respects;
- e. You acknowledge that any information provided by you to us under clause 12(c) is relied upon by us when providing you with the Solar Quote or otherwise, to supply the Goods and Services to you;
- f. 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;
- g. Asbestos is not to be in the switchboard, meter box or anywhere else we may need to drill through. If so, it is your responsibility to arrange a professional to remove the asbestos from any place we may need to use. We will not perform any works where we must touch or be near asbestos.
- h. The use, supply and ongoing performance of the Goods and Services are subject to a number of factors including; 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;
- i. 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.



TERMS & CONDITIONS

Glossary of Terminology

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/sales-terms-and-conditions>. Monthly subscription price is based on a direct debit fee of \$8.25 (Inc. of GST) through direct debit commencing after 1st year. Cancel fee may apply. This fee is \$33 (Inc. of GST).

Edge IQ means the terms and conditions provided to you by us or Edge IQ Edge Electronics Pty Ltd ABN 94168621565 when you request to purchase Edge IQ. These terms and conditions can be found at <https://www.edgeelectronics.com/terms-conditions>. A \$79 (Inc. 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 EdgeIQ 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, got EdgeIQ only, becomes unavailable. The remote service and monitoring provides the customer with: Regular firmware updates and software functionality improvements; remote service monitoring and diagnostic assessments; alert emails for service issues and resolution; Their energy reporting (via EdgeIQ Portal) - e.g. consumption, solar production, power quality and \$ savings.

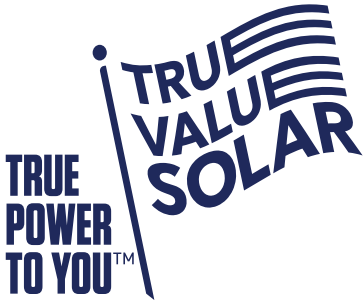
Qantas Frequent Flyer Program means an eligible True Value Solar system consisting of the purchase of solar panels, inverter, a monitoring system or batteries for installation once the 10-day cooling off period has passed. The customer must be on the title of the residential premises in which an eligible True Value Solar system is installed. Qantas Frequent Flyer points do not apply to business owners. Points are allocated to residential customers only. Customers can only receive the 10,000 Qantas Points offer for the deposit after purchase of the 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 AFTER installation is completed. 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 means any of the following:

- a. You fail to pay any amount when due under the Agreement; and/or
- b. You are otherwise unable to pay your debts as and when they fall due.



TERMS & CONDITIONS

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.

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;
- c. Council, building, engineering and other third-party approvals or consents not specified elsewhere in these Terms, if these are required by Law.

Feed in 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. A feed in tariff (FIT) is a financial incentive for each unused kW you feed back in to the grid. It is always best to research which provider would best suit your needs regarding FIT vs price per kWh drawn from the grid. We strongly suggest you request pricing both before and after installation to ensure you are eligible and get the best price possible for your personal situation. The agreement is between you and your retailer. The biggest benefit from your system will be the offset of your usage throughout the day by consuming what your system has generated rather than purchasing each unit from your retailer. The price at which you sell is significantly smaller than the price at which you purchase from your retailer. The more you can produce and use, the more your system can save you.

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

Finance Payment Option means, if applicable:

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.

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, or
- b. act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion epidemic, or
- 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.



TERMS & CONDITIONS

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-story premise 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.

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/warranty/>. For any Goods that we might have offered previously, please contact our Customer Care Department by email to info@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 GPO. 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/>)



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/>

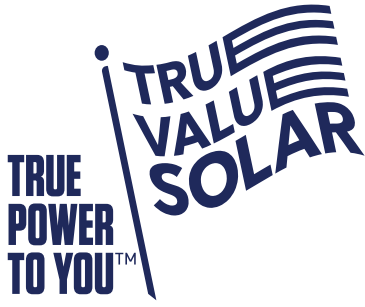
Purchase Price means the amount equal to the Deposit and the Final Payment.

PV means 'Photovoltaic'.

Services means, 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.

STC's means 'Small-Scale Technology Certificates' as defined in the Renewable Energy (Electricity) Act 2000 (Cth), as amended or replaced from time to time. Eligible small-scale renewable energy systems are entitled to several Small-Scale Technology Certificates (STC's). The number of certificates created per system are based on several things. As a general guide, one certificate is equal to one megawatt hour of renewable energy generated or displaced by a system. Once created, these certificates act as a form of currency. To buy and sell these STC's, they must be validated and registered through the REC (Renewable Energy Certificate) Registry. They can then be bought and sold through the open STC market or STC clearing house. They must be sold by registered agents and purchased by certain entities with the appropriate REC registry account. Due to the difficulties an average person would have in buying and selling STC's, the price per STC is discounted for you at the original point of sale. STCs are a commodity and prices will fluctuate in the open market based on the balance of supply and demand along with other factors.



TERMS & CONDITIONS

Target Date means the date within four to six weeks after grid approval.

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 costs we incur including reasonable travel charges (if we are required to travel more than 50 kms from an Australian Capital City GPO) 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 costs we incur including reasonable travel charges (if we are required to travel more than 50 kms from an Australian Capital City or certain Metro areas) 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, Signatory, Our, We or **Us** means True Value Solar Pty Ltd ABN 11 143 232 482.

You, Your or **Consumer** means the person or legal entity identified as the customer obtaining the Goods and Services from us.

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 repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major fail

Verson No 2
Last Updated 13 September, 2018



TERMS & CONDITIONS