



Prosolar Global Agreement | Terms and Conditions

Definitions:

In this agreement you may find some terms which are used often. These terms can be defined as below:

- a) **You** - "You" in this agreement refers to the person/s and or organization/s to who the quote/contract is addressed to.
- b) **Us, We, Organization** - "Us", "We", "Organization" in this agreement refers to P & N Global Pty. Ltd. Trading as "Prosolar Global"
- c) **Goods** - "Goods" in this agreement refers to products listed in the quotation.

Agreement:

1. Customer Declaration

1.1 By entering into this agreement you declare that you are above the age of 18 years.

1.2 You are the registered owner of the property and your name is stated on the title deed of installation address.

1.3 Neither you have received nor already been approved by government or any institute for any rebate, incentive, financial assistance, solar credit or small-scale technology certificate (STC's) for small generation solar power system at the installation address.

1.4 You understand and acknowledge that once you have signed this contract, any variations to the system design must be documented and signed off by you prior to the installation.

1.5 You authorize Prosolar Global to conduct any kind of credit or financial background check on yourself, or any guarantor, as deemed necessary by Prosolar Global, whenever applicable. You also acknowledge that Prosolar Global may disclose information pertaining to such financial checks to relevant Credit Reporting or Recovering body, in accordance with privacy act 1988.

1.6 Our Electrician can negotiate and charge directly for upgrading your meter box or switchboard as and when required. In case if there is any cost for replacing your current electricity meter then it has to be borne by you, there can be other costs imposed by your distributor also.

You agree to pay the balance amount of the system plus any additional cost towards the system installation. Prosolar Global must have the final payment on the day of installation by EFT, Credit card or Cheque.

1.7 It is your responsibility to inform Prosolar Global if or when you change your electricity retailer between initial agreement and date of installation. If you fail to inform Prosolar Global regarding the change in your electricity provider, then it may result in delay in grid connection and Prosolar Global will not be held liable or responsible for any such circumstances.

1.8 Prosolar Global will comply with the solar retailer code of conduct issued by Clean Energy Council.

2. Small-Scale Technology Certificate and Payment

2.1 You need to make the payment to the organization either before or on the day of installation by Credit card or cheque. In case of Electronic Fund Transfer (EFT), it is important to provide us with the written proof of the transfer made and it is mandatory to be completed 48 hours prior to the installation. You are also advised to provide the credit card details, cheque, EFT receipt to the installer prior to the installation. Installation will only be carried out once the payment has been received by us.

2.2 You agree to pay STC's as a part payment for your system to the organization or its agent. STC's will be paid directly to the organization or to a Prosolar Global agent.

2.3 In case if due to any reason the office of Clean Energy Regulator (<http://ret.cleanenergyregulator.gov.au/>) finds that you are not eligible to receive STC's, then in such a case, you will be liable to pay the amount of STC's to the organization as per the value determined by the market.

2.4 If you are not eligible for STC's, or if you wish to claim the STC's incentive yourself, the complete payment (including trading costs of the STC's) of the system is due to be payable before the installation.

2.5 In case of any breach of condition of the STC's incentive regulations, you may be financially liable to pay to the office of Clean Energy Regulator (<http://ret.cleanenergyregulator.gov.au/>) and in such cases Prosolar Global will not be liable.

2.6 Prosolar Global and its representatives will arrange complete documentation and processing of the sale of STC's. You agree that the price of STC's is governed by the market movements and the REC guidelines. In case the market price of the STC's go down to a certain price, the organization may delay the installation until the price rises to a higher level.

In some cases, organization may refuse to carry out the installation and can refund your complete deposit. If the market price falls below a certain price, as determined by the Organisation at its absolute discretion.

2.8 In case of failure of payment by you for any amount under this agreement, the organization will have the authority to charge interest on the unpaid amount at the current Reserve Bank target cash rate plus 2.5%. Any cost associated with recovery of such unpaid amounts will be borne by the customer.

2.9 The title of ownership of solar system is only transferred to you after receiving complete payment by the organization.

2.10 In case of failure of making the complete payment by the customer to the organization, Prosolar Global may take necessary legal action against the customer and it will also void all the warranties.

3. Property Access Rights

3.1 You agree that you will authorize Prosolar Global and any of its representative, agent, contractor, installer or employee the full access to the property at all reasonable times to carry out the installation work.

Installation work also includes site inspections, signing off required documents, delivery and installation of PV Solar system, connection to grid or any work associated with solar system installation.

3.2 The organization can only complete the installation with the cooperation of the customer. Therefore, your cooperation is highly required to enable site inspections/installation at the earliest possible time as per the convenience of Prosolar Global.

4. Risk And Liabilities

4.1 Once the installation is done and the Organization receives full payment of the Solar system, the ownership and insurance risk of the PV solar system passes on to you. It is your responsibility to ensure that your property insurance covers the cost of PV Solar system.

4.2 You acknowledge the Organization accepts no liability or responsibility for your STC's incentive as administered by the Office of Clean Energy Regulator (<http://ret.cleanenergyregulator.gov.au/>).

4.3 The organization accepts no liability or responsibility for your Feed-in-Tariff (FiT), as administered by the relevant Government body. In order to know the applicable Feed-in-Tariff rates you need to contact your electricity retailer or relevant State or Territory government before signing this contract.

You also need to check the agreed Feed-in-tariff (before installation) and applied Feed-in-Tariff (after installation) from the electricity retailer or relevant State or Territory Government to confirm that the agreed feed in tariff has been applied. Your electricity contract/tariff may change following installation of the solar system.

4.4 Prosolar Global or any of its installer, representative or agent will not be responsible for any damage or loss caused to your property by the installer, which has not been caused by the installer's negligence. All the Prosolar Global installers are subcontractor who are required by the Organization to have appropriate third party damage insurance, under relevant State and territory laws. In case, if there is any damage to your property which arises due to installer's negligence then the organization will work with you and the installer to rectify the same.

4.5 You acknowledge that the Organisation will not be responsible for any damage caused to old and brittle roofing tiles that may be cracked or damaged during installation.

4.6 The Organisation will not be liable for any unexpected expenses, which may arise in relation to the removal and handling of asbestos at your property in relation to the installation of the Solar system.

5. Meters and Switchboard

5.1 By signing this agreement you acknowledge that any cost arising due to compulsory electricity provider's meter upgrade is not included in the agreement and it will be an added cost borne by you. Smart meter installation & Smart meter programming required for your property is not included in this agreement.

5.2 If the existing switchboard and/ or electrical infrastructure at the installation address or any other surface access or structures where the system is to be installed, do not comply with all the legal requirements (including relevant codes and regulations) then in such a cases you may be required to repair, modify, replace, or upgrade those at your own cost prior to the installation and the organisation will not be responsible for any expenditure arising out of this.

5.3 In case if there is extra chargeable work which arises during or before the installation, which was not specified in the Initial agreement, and the customer did not subsequently consent for the same. In such a case, the full refund be issued to the customer on request.

5.4 In case, the inverter and meter box are located at different locations, then the cost to connect the inverter and meter box will be an additional to the customer if such cost not specified in the initial quotation.

Customer may also be required to arrange and pay for the additional work.

5.5 The quote given to you does not include any cost arising in the course of re-configuration of your meter as part of the grid connection process which comes from your electricity retailer or power distributor.

5.6 Prosolar Global will not be liable for any unexpected costs which may arise in relation to the removal or handling of asbestos in the course of installation of the solar system at your property. Prosolar Global may also cancel the order and terminate the contract in some cases.

5.7 In case if you have any Electric Hot Water/ Slab Heating/ Climate saver or peak meter, you will need to arrange for wiring work at your own cost, including installation of the timer, contactors, any amps switches to control the system. In such cases, the organisation will not be responsible for any loss arising from delay in connecting to the grid.

5.8 Electricity provider's compulsory meter box upgrade which is required for your property is not included in the agreement and you acknowledge the same. You may choose to utilize the electrician providing the solar installation at extra cost for a meter box upgrade or via the customer's own resources. This agreement does not include smart meter installation and smart meter programming required for your property.

6. Delivery and Installation

6.1 The estimated timeframe for supplying and installing the proposed system is within 30 days post receiving all the approvals like distributor pre-approval, approval from Solar Victoria rebate etc., as applicable.

6.2 Prosolar Global will give its best efforts to install the solar system in the estimated time given. However, we will not be bound to meet estimated delivery dates, installation dates or completion dates as we have no control over, for example, worldwide materials availability, peaks in demand created by changes in government legislation, inclement weather and/or other forms of force majeure. If the estimated delivery time is not met and the situation was in control of signatory then the full refund will be issued to the customer.

6.3 If the difficulty arises with site inspection during installation for which the organization was not informed before or at the time of agreement, then the organization may arrange safety arrangements for the installers, and the cost of such work has to be borne by the customer.

6.4 You (Homeowner/Authorised Person) needs to be present on the day of installation to sign mandatory declaration assigning the STC's to the organisation, as per Renewable Energy Act (2000).

If the installer arrives on the agreed date and the homeowner/authorised person is not present, a rescheduling fee of \$200 will be applied and the installation will be delayed.

6.5 If the homeowner/authorised person has the preference for placement of inverter and panels then, you are required to inform the installers as and when they arrive on the property.

6.6 If due to any reason you are not available during the installation then you are required to authorise any adult on your behalf to sign all the necessary documents and take the complete responsibility.

6.7 After signing the agreement if there is any material or equipment change request by the customer then an admin charge of \$200 will incur and a new quote will be generated.

7. Privacy Policy

7.1 You agree to provide your personal information to Prosolar Global, for the efficient functioning of the Organization on your behalf. Specifically, to complete the paperwork for STC's incentive (selling the STC's) and network connection to the grid

7.2 The organization will provide your information to its contractors, employees, and installer only as required to effectively perform their duties.

7.3 Prosolar Global will also provide your information to the relevant bodies on your behalf for the purpose of processing the STC's incentive (selling the STC's) and to the electricity distributor for connecting your PV Solar system to the grid and if required to your electricity retailer.

7.4 Unless you give a consent, the organisation will not share your information with any other third party other than those listed above.

7.5 You must sign all necessary documents on the date of installation for the performance of all party's obligations under this agreement.

7.6 The Organization will not sell your personal information under any circumstances

8. Warranties

8.1 Prosolar Global provides 5 years warranty on the operation and performance of your solar system including workmanship and products within the Warranty Period. In case if there are any issues during this time frame, then such issues will be taken care by Prosolar Global including repair and replacements of all or parts of the system at no cost to the customer.

8.2 These warranty rights are additional to your consumer Guarantee rights provided under the Australian Consumer Law (2010). Australian Consumer Law cannot be excluded in any way.

8.3 Customer is required to review the separate warranty documents in full detail. Prosolar Global will not be liable for inaccuracies in relation to warranties in this document.

8.4 Prosolar Global will not be responsible for any loss or damage due to any or all of the following:

8.4.1 Power failure, power surge.

8.4.2 Lack of, or improper maintenance by the Customer.

8.4.4 Misuse, abuse, neglect or accident.

8.4.5 Acts of God/natural events - including atmospheric electrical discharges, fire, storm, hail, flooding or water damage howsoever caused.

8.5 Clause 8.2 does not limit the Companies liability if the Organization or its agents contributed to loss or damage by not installing or connecting the Goods in compliance with applicable laws, regulations and standards

8.6 Guarantees on Companies Goods cannot be excluded under Australia Consumer Law.

8.7 This is not a warranty document. All product warranty documents, will be supplied with each system. You can also download these warranty documents from <https://pro-solar.com.au/resources>.

8.8 Prosolar warranty also covers the workmanship related to the installed system.

9. Cooling Off Period

As per Australian Consumer Law and relevant State Building Acts you are entitled to a cooling period of ten (10) working days – where required. All notifications for this must be received by Prosolar Global in writing via email, fax or post.

10. Terminations

In either of the following occurrence, the organization may terminate this contract

10.1 You do not agree or abide by terms and conditions.

10.2 If there are any delays in organization's process, which may lead to increase in supplier prices, in such a case the full deposit amount will be refunded to the customer.

10.3 In case, if the installation cannot be done, the organization may terminate the contract and in such a case the full refund of deposit amount will be paid to the customer by cheque or any other method.

10.4 Quote is valid for 30 days from the quoted date.

10.5 You may terminate this agreement or contract within the first 10 business days of quote date. We normally procure the material or equipment required within two weeks of receiving the signed copy of the contract. Customers would have to pay the material cost if the job is cancelled after two weeks of receiving the signed copy of the contract.

11. Refunds

11.1 Once you have signed the contract, any variations to the agreement; be it product, price, or design, you'll be required to sign a revised contract.

11.2 You are entitled for a full refund in the event of:

11.2.1 Within cooling period you cancel this agreement as stated in clause 9.

11.2.2 There is the significant difference in the final design of the system that includes performance estimate, to the agreement that was signed off by you.

11.2.3 The estimated supply and installation frame in clause 6.2 is not honored and you do not agree to a revised timeframe; or

11.2.4 The Company does not obtain grid connection approval prior to installation and if you are not granted pre-approval by the network provider to connect the PV System to the network; or

11.2.5 There is an extra chargeable work which arises and which was not specified in the agreement and you, do not consent to the additional costs.

11.2.6 The site-specific full system design and performance estimate is provided as a deliverable of the contract and:

- i. this information is not provided before the expiry of any cooling-off period; and
- ii. the consumer does not consent to this information upon receiving it;

12. Government Incentives and rebate schemes

12.1 Prosolar Global recommends the installation be completed before 31st of December 2021. Installations after this date will result in additional cost as a result of impending changes with the REC registry. Specifically:

12.1.1 The price given in the quotation is valid and application only if the installation is completed before 31st December 2021.

12.1.2 If the installation has not been completed by 31st December 2021 you will be required to pay an additional cost of up to \$220 / Kw in excess of the quoted price.

12.1.3 Cancellation request as a result of this change may result in loss of any deposit paid.

12.2 Prosolar Global will be not responsible or liable for Solar Home Package incentive as introduced by the Victorian Government. Customers will be solely liable for claiming the incentive from Solar Victoria on their own terms.