

1. Acceptance

1.1. You agree to be bound by this Agreement by duly completing and executing it and returning it to Eco Tech Electrical.

1.2. Acceptance is deemed to have occurred on the business day a properly completed and executed copy is received by Eco Tech Electrical as per Clause 1.1; or if received after close of business, on the following business day.

1.3. Eco Tech Electrical reserves the right to terminate this Agreement for any reason and without penalty within 7 business days after Acceptance.

2. Solar System

2.1. You agree to buy the Solar System from Eco Tech Electrical and for Eco Tech Electrical to install the Solar System at your property on the terms of this Agreement and you agree to be bound by this Agreement on and from accepting the quote.

2.2. Eco Tech Electrical agrees to install the Solar System on your premises in a neat, methodical and safe manner and be bound by this Agreement on and from Acceptance.

3. Purchase Price and Amount Payable

3.1. You will pay the Deposit to Eco Tech Electrical on or immediately after Acceptance.

3.2. The Deposit is forfeited to Eco Tech Electrical if this Agreement is terminated as a result of your default.

3.3. The balance of the Amount Payable (less the Deposit) must be paid to Eco Tech Electrical on or before the day of installation of the Solar System at your property.

3.4. The Parties acknowledge that the Price inc GST (Purchase Price) was based on information and details (Information) supplied by you to Eco Tech Electrical. If either party ascertains that the Information was materially inaccurate to such an extent that additional costs would exceed 5% of the Purchase Price, then the parties will need to agree to revise the Purchase Price and where there is no such agreement either party may terminate this Agreement by giving 5 days written notice to the other party.

4. Authority to Install

4.1. You authorise Eco Tech Electrical: (a) to install the Solar System at your property; and (b) to connect the Solar System to the electricity grid (or to arrange for, or authorise, the connection of the Solar System to the grid).

4.2. You warrant that you own your property and that you have full authority to accept these Terms of Agreement. You must ensure that Eco Tech Electrical has sufficient access to your property at the times it may be required in order to install or remove the Solar System. If, during the process of installation, some or all of the Solar System or its components are affixed, attached or secured to land or premises at your property, the goods are deemed not to be a fixture and may be removed by Eco Tech Electrical at any time in accordance with this Agreement.

4.3. You must sign all documents and take all action Eco Tech Electrical requires to install the Solar System and to connect or arrange to connect the Solar System to the electricity grid.

4.4. You are responsible for all local government or planning requirements for the installation and operation of the Solar System and you agree that Eco Tech Electrical are not responsible for any breach of local government or planning regulations or laws.

5. Ownership and Risk

5.1. Ownership of the Solar System and its components on your property passes to you after you have both: (a) paid the Amount Payable in full to Eco Tech Electrical; and (b) completed any documents, or taken any action, Eco Tech Electrical requires under this Agreement.

5.2. Risk in respect of the Solar System and its components passes to you when they are installed at your property.

6. Renewable Energy Certificates (RECs)

6.1. Eco Tech Electrical does not warrant that you will receive any grant, rebate, credit, other benefit or be entitled to create the environmental rights which you request for your property.

6.2. You authorise Eco Tech Electrical to sign and apply for RECs in your name and for Eco Tech Electrical to trade, onsell or otherwise receive payment for those RECs on your behalf. You or Eco Tech Electrical must sign all documents and take all action Eco Tech Electrical requires in order for Eco Tech Electrical to obtain the benefit of the full amount of the REC Value.

6.3. The REC Value is an estimate based on current prices being offered for RECs in the open market. These prices are subject to change between Acceptance and final installation. If the

Terms and Conditions



current price of RECS being offered on the open market decreases by 5% or more between Acceptance and 5 days before final installation, then the parties will need to agree to postpone the final installation or revise the REC Value and Amount Payable. In the absence of such agreement either party may terminate this Agreement by giving 5 days written notice to the other party.

6.4. If Eco Tech Electrical does not receive the benefit of the full amount of the REC Value for any reason whatsoever, you must pay the amount of the shortfall within 21 days of Eco Tech Electrical notifying you of that amount.

6.5. Eco Tech Electrical has no responsibility if you are ever required to repay part or all of the REC Value to a government authority.

6.6. You are obligated to sign any and all forms required to assign the benefit RECs to Eco Tech Electrical.

7. Termination

7.1. Eco Tech Electrical may terminate this Agreement if you fail to comply with its terms.

7.2. You may elect not to buy the Solar System if they are not installed at your property within 120 days after the date of Acceptance.

7.3. If you notify Eco Tech Electrical in writing of your decision to terminate this Agreement pursuant to Clause 7.2, your Deposit will be refunded to you within 30 days of receipt of such notification.

7.4. If you cease to own your property before the installation of the Solar System is complete, Eco Tech Electrical may terminate this Agreement.

7.5. If this Agreement is terminated under Clause 3.2, 3.4, 7.1 or 7.4, prior to the supply and/or installation of the Solar System or any of its components; you agree to forfeit the Deposit to Eco Tech Electrical and to reimburse Eco Tech Electrical for any expenses reasonably incurred (including but not limited to deposits paid, inspection fees, freight of materials, re-stocking fees for purchased products and administration fees) up to and including the date of termination.

7.6. If this Agreement is terminated under Clause 3.2, 3.4, 7.1 or 7.4, after the supply and/or installation of the Solar System or any of its components;

(a) Eco Tech Electrical are permitted to remove the Solar System and its components from your property if any amount remains due and payable 15 days after the date of termination;

(b) The proceeds from any sale of the Solar System and its components (net of the cost of their removal and sale) may be set off against any amount due from you to Eco Tech Electrical under this Agreement;

7.7. If you sell your property after the supply and/or installation of the Solar System or any of its components, and there is still money payable by you to Eco Tech Electrical; then you agree that such money outstanding is secured over your property and Eco Tech Electrical is entitled to lodge a caveat over the title of the property.

8. Failure to Pay

8.1. If you fail to pay any amount that is due and payable under this Agreement, interest accrues at the rate applicable to judgment debts in the Supreme Court in The Northern Territory on the amount outstanding until paid.

8.2. You agree to pay Eco Tech Electrical any costs associated with recovery of the unpaid amount (including, but not limited to, legal costs).

9. Eco Tech Electrical Warranties

9.1. Eco Tech Electrical warrants that once the Solar System is installed, the installation will comply with all relevant Australian standards and with all relevant codes of practice, building codes, and legislative requirements in place at the time of installation.

9.2. Eco Tech Electrical will repair at its cost any damage to your property that is directly caused in installing the Solar System unless such damage was caused or contributed to by a pre-existing condition of the property, its structure or its electrical wiring/systems provided that you notify Eco Tech Electrical of that damage within 3 months after installation.

9.3. Eco Tech Electrical products are warranted by their respective manufacturers and distributors. Full details of these warranties are available on request and are provided at the time of installation.

10. No Guarantee of Performance

10.1. The performance of the Solar System is subject to a number of variable factors including but not limited to the number of hours of sunlight, cloud cover and weather patterns, the location of the Solar System and the location of surrounding structures and flora as well as how clean the panels are kept after installation.

10.2. Eco Tech Electrical will use its best endeavours to install the Solar System in a position that is likely to maximise its performance. This is also subject to your preference of location. If the solar system is deemed considerably less efficient for your preferred spot the customer will be notified and permitted to sign a document for the said location.

10.3. Eco Tech Electrical does not guarantee the performance of any Solar System and accepts no responsibility if the performance is lower than anticipated. This does not affect or diminish the manufacturers' warranties in relation to the Solar System and its components.

11. Exclusion of Warranties and Liability

11.1. Eco Tech Electrical does not make any representations or warranties to you in connection with any Solar System or their installation, except for those warranties set out in this Agreement and those warranties which cannot be excluded from this Agreement.

11.2. To the extent permitted by law, Eco Tech Electrical liability for breach of any express or implied condition or warranty is limited to the repair or replacement of the relevant Solar System.

11.3. To the maximum extent permitted by law, Eco Tech Electrical has no liability to you for breach of this Agreement other than as set out in the preceding paragraph and, in particular, Eco Tech Electrical has no liability to pay any damages or compensation for breach of the Agreement.

12. Privacy and Information

12.1. You will provide Eco Tech Electrical with all information it requires from you to apply for RECs. You authorise Eco Tech Electrical to apply for credit information about you.

12.2. The information collected by Eco Tech Electrical may include "personal information" within the meaning of the Privacy Act 1988 (Cth).

12.3. Eco Tech Electrical will collect information from you for the purposes of applying for and registering RECs on your behalf.

12.4. Accordingly, Eco Tech Electrical may disclose that information to or with:

(a) relevant Government authorities; (b) Eco Tech Electrical's related bodies corporate, agents and contractors (such as installers, suppliers and debt collection agencies); (c) where relevant, your distributor, where required to fulfil its obligations under this Agreement; (d) REC trading partners; and (e) for any other purpose you consent to or as authorised by law.

12.5. By accepting this Agreement, you consent to Eco Tech Electrical collecting, using and disclosing your information as set out in this Agreement.

12.6. You can access the personal information Eco Tech Electrical holds about you by contacting Eco Tech Electrical by phone or email. Eco Tech Electrical's Privacy Policy is available at www.ecotechelectrical.com.au/.

13. Environmental conditions and Vandalism

13. Eco Tech Electrical will not be held responsible for any unforeseen damage due to any storm/cyclonic winds above the rating of the solar system this includes but is not limited to debris, fallen trees or any other incidences that arise from storm like weather.

13.2 Eco Tech Electrical will not be held responsible for any damages incurred through vandalism or the like undertaken to the solar system.

14. Miscellaneous

14.1. This Agreement sets out the entire agreement between you and Eco Tech Electrical.

14.2. This Agreement is governed by the laws of the Northern Territory.

14.3. A reference to Eco Tech Electrical includes a reference to its employees, servants, agents, installers, contractors and sub-contractors where the context so requires.

14.4. A reference to business days means Monday to Friday excluding Public Holidays. Any other reference to days means calendar days.

14.5. Headings to clauses are for convenience only and shall not affect the construction of this Agreement.

14.6. Clauses 4.2, 4.4, 7.5, 7.6 and 7.7 shall survive any termination of this Agreement.