

Terms and Conditions of Sale

Prices and Estimations: Kela Building Group Pty Limited (Trading as Dingo Solar ABN: 37 118 468 992), herein after referred to as ('The Company'), may issue a written quotation which shall be deemed to be an offer to sell to the person to whom the quotation is addressed ('Customer') only upon the terms and conditions set out herein. Written acceptance of the quotation by the Customer, or payment for the goods and services in full, will constitute the Customers acceptance of a Contract ('the Contract') incorporating these terms and conditions. These terms override any inconsistent conditions in any document or communication from or to the Customer. A Quotation shall remain current for a period of thirty (30) days from the date of the Quotation unless previously withdrawn in writing by the Company or unless stated otherwise on the quotation form. The prices specified for the goods are subject to alterations due to any increases in the cost of materials and/or labour and/or freight or cartage occurring after the date of the Quotation and/or prior to delivery, and such increases shall be to the Customers' account and added to the price quoted. Should there be an increase in price then Dingo Solar shall notify the Customer in writing, and if they so choose, the Customer shall have the option to withdraw from the contract at this time.

No Representations: No representations, inducements, promises or agreements between the parties will be of any force or effect in varying these conditions unless in writing and signed by both parties.

Authority to Install: You authorise The Company (and its employees, agents or contractors) to install the system or systems which you have selected, at the address set out in the Offer.

- a. If you have selected a solar electricity system, then you also authorise The Company (and its employees, agents or contractors) to connect that system to the electricity grid (or to arrange for the connection of that system to the grid).
- b. You warrant that you are the owner of the property located at the address set out in the Offer. You must ensure that The Company and its employees, agents and contractors have sufficient access to that property, at whatever times it or they may reasonably require, in order to install the system or systems which you have selected.
- c. You agree to execute whatever documents The Company may require, and to take whatever other action The Company may require, in order to permit the installation of the system or systems you have selected and, in the case of a solar electricity system, the connection of that system to the electricity grid.

Adequacy of Existing Structures: Where the Company is being engaged to install equipment upon structures or buildings by the Customer, the Customer hereby warrants to the Company that these structures are capable of withstanding the required loads for installation, normal use and maintenance of the system as designed. The Customer acknowledges that they have sought independent structural engineering advice on this matter if so required to satisfy them that this is the case.

Terms of Payment: Unless otherwise agreed, all goods will be supplied subject to payment on delivery ('COD'). The extension of credit to the Customer shall be at the absolute discretion of the Company at all times and unless otherwise stated, where credit is extended, the terms of payment shall be net cash within thirty days of the end of the month of date of invoice. Prices are exclusive of GST unless noted otherwise. The Customer must pay GST in respect of any taxable supply made to it. In addition to the price quoted and GST, the Company may charge the Customer with any one or more of the following:

- d. Taxes, stamp-duty or other stationary charges or levies payable in relation to the supply or installation of the goods.
- e. Interest as calculated below, legal costs (solicitor and own client costs) and disbursements, incurred to the Company in relation to breach of contract by the Customer.
- f. Bank charges, dishonour fees, etc incurred by the Company as a result of the Customers payment being declined by the Company's bank.
- g. All costs, charges, expenses or other outgoings incurred by the Company with respect to any variation of contract requested by the Customer, and
- h. Where the Company is required to collect returnable goods from the delivery point, a return fee at the Company's current rates.
- i. All Costs and associated interest as calculated below, legal costs (solicitor and own client costs) and disbursements, incurred to the Company in relation to any false declarations given by the Customer in assigning Renewable Energy Certificates to the Company.

Default in Payment: Should the Customer fail to make due payment for any goods or services, then the Company may, without prejudice to any other rights it may have, suspend credit, withhold orders and take steps to recover moneys and/or goods. All expenses incurred in recovery shall be paid by the Customer. Should an invoice remain unpaid as required in the 'Terms of Payment' clause, interest shall be charged at an agreed interest rate and in the absence of any agreement at the rate of twenty (20) percent per annum commencing on the due date for payment and continuing until payment in full is received by the Company. Should the Customer be found to have made false declarations on their Renewable Energy Certificates assignment form to the Company, either by the Company or the Government, then this shall be considered an immediate Default in Payment.

Delivery: Delivery and/or performance of the Contract is subject to the ability of the Company to obtain the goods. The Company shall be granted an automatic extension of time for the delivery for the goods equal to the delay caused by any variation requested by the Customer. The Company reserves the right to cancel or delay the delivery due to war, civil commotions, strikes, lockouts, unavailability of transport and/or any other causes beyond its reasonable and practical control. Goods are delivered to the Customer when the Company makes them available to the Customer or any agent of the Customer or any carrier (who shall be the Customer's agent notwithstanding whoever may pay his/her charges at the Company's premises or upon the arrival of goods at a delivery point agreed upon by the parties). The Company shall not be liable for any loss or damage however arising from any damage to the goods in the course of delivery where this delivery is not undertaken by the Company. All goods shall be deemed to have been accepted by the Customer unless notification either on the delivery docket or in writing is received by the Company within seven (7) days from the date of delivery.

Ownership of Goods:

- a. Property and any goods delivered or to be delivered the Customer shall not pass to the Customer, who shall keep the goods as bailee for the Company, until receipt in full by the Company of the purchase price and any other moneys payable in respect of the goods the subject of this contract and all other goods delivered by the Company to the Customer and any other contract between the Company and the Customer.
- b. The Customer shall store the goods so that they are separate and clearly distinguishable from goods of a similar nature in the Customer possession. The Customer shall not obliterate, alter, deface, remove or obscure any identifying numbers, plates, marks or other matter affixed to such goods. The Customer shall keep separate records of all sales of the Customer's goods supplied from the Company.
- c. The Customer shall keep the goods free from and will indemnify the Company against any charge, lien or other encumbrance therein. If the Customer fails to pay the purchase price or any other moneys payable to the Company when it is due, the Company may without notice and without prejudice of any of its other rights and remedies recover and/or resell the goods or any of them and may enter into and upon the Customer's premises by its servants or agents for that purpose.

- d. For the purpose of sub-clause (c) the Customer hereby grants a licence to the Company to enter any place where any of the goods may be for the purpose of removing same.
- e. Until such time as the goods have been paid for in full the Customer is at liberty as agent and fiduciary for the Company to sell or dispose of the goods for full value in the ordinary course of business. The Customer shall keep the purchase price or any money payable by the Customer or other third party in a separate account as bailee or agent for the Company and must account to the Company for such proceeds.

Warranty: The company warrants the installation of the system in the offer as follows:

- a. The Company warrants the installation workmanship of the Solar Hot Water or Solar Electricity system supplied for a period of Two (2) years only from the date of installation.
- b. The Company warrants that the installer of a system will be suitably qualified and experienced; will be duly licensed or registered; and, in the case of a solar electricity system, will be accredited for installation of solar electricity systems by the Australian Business Council for Sustainable Energy (or another relevant body).
- c. The Company warrants that, if and when a solar hot water system or solar electricity system is installed, the installation will comply with all relevant Australian standards or, where they do not exist, with the relevant international standard and with all relevant codes of practice, building codes, local government and legislative requirements.
- d. The Company will repair any damage to your property that is caused by the installer of a system provided that you notify the Company of that damage within 7 days after installation of that system.

The warranty shall be subject to the Exclusions and Limitations expressed below.

No Guarantee of Performance: This applies to solar electricity and solar hot water systems only:

- a. The performance of a system is subject to a number of variable factors (including, but without limitation, the number of hours of sunlight, ambient air temperature, water temperature, cloud cover and weather patterns, availability of off peak power supply at the address, the location of the system and the location of surrounding structures and flora).
- b. The Company warrants that, if and when any system is installed, The Company will use its best endeavours to install that system in a position that is likely to maximise the performance of that system.
- c. The Company does not guarantee the performance of any system and will accept no responsibility in the event that the performance of any system is lower than anticipated. Note: Output of Solar Panels is warranted by the Manufacturer as detailed in the offer.

Risk: All goods shall be the sole risk of the Customer in all respects from the date of delivery to the Customer or agent or carrier acting on the Customer's behalf. The Company shall be responsible only for any inherent defect in the goods supplied and for faulty workmanship of the Company appearing in the works within twelve (12) months from the date of installation except that any guarantee or warranty given by a third party in respect of materials, components or processes comprising part of the work shall apply to such materials, components or processes. The Company shall not be responsible for any repairs or rectifications due to misuse or damage by others including the Customer. The Company shall not be held responsible for any repairs or rectifications to any existing plant, buildings or equipment owned by the Customer where these plant, buildings or equipment fails or are damaged due to normal wear and tear or age related failure during the installation process being undertaken by the Company.

Exclusions and Limitations: Although reasonable care is taken with the installation of the system NO responsibility can be accepted for Customer supplied components, materials and workmanship or if the goods are used or dealt with in any way which is not usual. Responsibility will not be accepted for equipment loss or damage due to any or all of the following:

- a. Storm or tempest,
- b. Atmospheric electrical discharges,
- c. Flooding or water damage, however caused,
- d. Connection of equipment not in compliance with specifications,
- e. Unauthorised repair, modification or additions,
- f. Faulty operation of other Customer equipment, and
- g. Lack of, or improper maintenance,
- h. System loading in excess of specified system capacities.

Except as required by the Trade Practices Act or any other Act all implied conditions and warranties are hereby excluded. Subject to those conditions and warranties necessarily implied under the Trade Practices Act or any other Act, the Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at the Company's option, be limited to the following:

- (i) in the case of goods:
 - a. the replacement of the goods or supply of equivalent goods
 - b. the repair of goods
 - c. the payment of the cost of replacing or repairing equivalent goods
- (ii) in the case of services:
 - a. the supply of the services again
 - b. the payment of the cost of having the services supplied again

Returned Goods: All returns must be approved in advance and may be subject to a re-stocking fee. Return freight is to be pre-paid.

Government Rebates, Manufacturer Cash Backs and RECs: The Company endeavours to explain the Customer the operation and eligibility criteria of all available government rebates, manufacturer cash backs and benefits available from the Sale/Assignment of Renewable Energy Certificates (RECs) at the time of sale.

- a. The Customer agrees that (1) they have undertaken their own investigations of all available rebates and benefits associated with RECs and all the relevant associated eligibility criteria and (2) that they understand that the terms and eligibility criteria may be changed at any time or the scheme withdrawn completely without notice.
- b. The Customer agrees that it shall not hold the Company liable in any way for any change in government rebates, eligibility criteria or if they are unsuccessful in their application for a rebate, or if a rebate is withdrawn without notice. The Company does not warrant that you will necessarily receive a grant, rebate, other benefit or be entitled to create Renewable Energy Certificates.
- c. The customer acknowledges that, in certain circumstances, the Commonwealth or State Government may require you to repay the grant, rebate or other benefit. The Company will have no responsibility to you in the event that you are required to repay the grant, rebate or other benefit.
- d. If the Amount Payable incorporates a cash reduction on the Purchase Price on the basis that you assign any RECs you are eligible to create to the Company, the Amount Payable is conditional on you assigning to the Company your rights to create RECs by completing the Assignment Form provided by the Company. We may terminate this Contract if you do not complete this form.

Variations to the Original Quotation: Where the Customer wishes to change the scope of the services provided by Company, or where the intended scope of services to be provided by the Company cannot be completed as anticipated due to latent conditions unforeseeable at the time of quotation, then the Company shall be entitled to charge the Customer a variation for the change to the scope works.

Cancelled Jobs: Upon acceptance of the quote by the Customer, the Company will order stock, commence paperwork and authority applications, undertake design work and commence other tasks on behalf of the Customer. Where the Customer chooses to cancel the order prior to installation, the Company shall be entitled to recover costs immediately as following:

Solar and Solar Heat Pump Hot Water Systems:

- a. a \$50 fee if the job is cancelled with more than 48 hours notice,
- b. a \$125 fee if the job is cancelled less than 48 hours prior to the day of installation,
- c. a \$200 fee, plus travelling costs if applicable, if your order is cancelled less than 24 hours prior to the scheduled day of installation.
- d. If the Company has ordered and received goods on behalf of the Customer, and the Company is not able to reasonably use these goods on another project, then the Customer shall pay to the Company any re-stocking fee, and any associated costs involved with the return of goods to their suppliers.
- e. a \$50 fee if the job is cancelled due to a change in government rebates (associated with the product), after you have ordered your system, and the Government will not honour the rebate even though the Customer has paid a deposit.

Solar Power Systems:

- a. a \$500 fee if the job is cancelled with more than two weeks notice prior to the day of installation,
- b. a \$750 fee if the job is cancelled less than two weeks prior to the day of installation,
- c. a \$1500 fee, plus travelling costs if applicable, if your order is cancelled less than 24 hours prior to the scheduled day of installation.
- d. If the Company has ordered and received goods on behalf of the Customer, and the Company is not able to reasonably use these goods on another project, then the Customer shall pay to the Company any re-stocking fee, and any associated costs involved with the return of goods to their suppliers.
- e. a \$500 fee if the job is cancelled due to a change in government rebates (associated with the product), after you have ordered your system, and the Government will not honour the rebate even though the Customer has paid a deposit.

Termination of the Agreement: The Company may terminate this agreement at any time prior to the system being installed by giving the Customer notice in writing and refunding their deposit in full.

Information and Privacy: You agree to provide the Company with whatever information it may require from you in order to supply you goods and services under this Contract and to apply for any grant, rebate or other benefit which you may be entitled to receive from the Commonwealth or State Government.

- e. The information collected by the Company may include "personal information" within the meaning of the Privacy Act 1988 (Cwlth). You are entitled to access this information by contacting the Company at the address shown in this Contract Document.
- f. The company will collect information from you for the purposes of supplying goods and services under this Contract and applying for the grant, rebate or other benefit on your behalf and, accordingly, may disclose that information to or with:
 - (a) the relevant Government authorities;
 - (b) our related bodies corporate, agents and contractors (such as mail houses, data processing analysts and debt collection agencies); and
 - (c) where relevant, your distributor,where required to fulfil our obligations under this Contract and also for any other purpose you have consented to or as authorised by law. We may also disclose your personal information to a credit reporting agency in certain circumstances.
- g. If you provide the Company with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information the Company holds about you, call us on (02) 8012 8284.
- h. The Company is committed to providing you with a energy efficiency service, so it may present you with energy efficiency product household or business service offers in the future (including after the Contract ends). If at any time you do not wish the Company to use, or enable its privacy compliant agents and contractors to use, your information for this purpose, please call the Company on (02) 8012 8284 or write to the Company: Dingo Solar: Opt Out, Unit 2, 15-17 Chaplin Drive, Lane Cove West NSW 2066. The Company may continue to provide you with these offers until you advise us otherwise.
- i. By accepting this Contract, you consent to the Company collecting, using and disclosing your information as set out in this Contract.

Miscellaneous: This Contract Document sets out the entire agreement between you and the Company. To the extent permitted by law, all implied terms are excluded. In this Contract Document, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time. This contract is not a contract to do any residential building work or any specialist work (within the meaning of the Home Building Act 1989 (NSW)).

Disputes: In the event of any dispute between the Company and the Customer in relation to the contract for the supply of goods or services either party may give written notice of the existence of such dispute to the other, following which the dispute may be referred by the Company to arbitration pursuant to the laws of the State in which the goods are delivered. In any proceedings before an arbitrator, the parties may by agreement, but not otherwise be represented by a solicitor or counsel.

Applicable Law: Unless otherwise stated any contract arising from the Company's receipt and acceptance of a Customer's order shall be construed as a contract in conformity with the laws of the State in which the goods are delivered.

Additional Terms as Agreed between the Parties:

Where the Company and the Customer agree additional terms and conditions of sale, these terms and conditions will override the above where relevant. These additional terms shall not be deemed applicable unless signed and dated by both the Company and the Customer.