

- Terms and Conditions of the Contract -

This contract sets out the terms and conditions for the contract between the customer named in the Offer ("you or "your") and ("Us") Energy Saving Products Pty Ltd (E.S.P P/L) - (ABN 48 609 209 092 – Lic 299144C - The "Offer" is: The written offer we provide to you in our quotation.

1. Definition and interpretation of terms in this contract
 - a. Customer means the person or company purchasing Goods from Energy Saving Products Pty Ltd ("you or "your").
 - b. Goods mean any goods, products, services or materials supplied by Energy Saving Products Pty Ltd.
 2. Formation of the Contract: The contract exists between you and Energy Saving Products Pty Ltd once you accept the offer by Energy Saving Products Pty Ltd the "Quote / Contract". Your acceptance of the Quote/ contract provided by Energy Saving Products Pty Ltd is evidence of your agreement to be bound by the terms and conditions of the Contract.
 - Terms & Conditions for all products sold by E.S.P P/L
 3. In order for Energy Saving Products Pty Ltd to conduct a site inspection to determine the paramount positioning and layout for the System to maximise the performance and efficiencies of the system at your home, and to ensure a safe work site will be provided for You, our employees and the general public you agree to:
 - 3.1. Allow Energy Saving Products Pty Ltd to access your home including all areas that may be affected by the installation including internal roof space and all areas that parts of the system will be placed and or will be travelled through in order to deliver materials to their designated place of installation.
 - 3.2. Acknowledge we will rely on answers provided by you to questions asked by Energy Saving Products Pty Ltd concerning the nature of your home and your eligibility for point of sale discounts from the purchase price.
 - 3.3. Recognise that should we determine that your home may not be suitable to achieve maximum efficiencies from the system and you choose to proceed with the installation of the System, you acknowledge that Energy Saving Products Pty Ltd will take no responsibility for this.
 - 3.4. No responsibility is accepted by us for any unforeseen additional work required including any costs or liability in relation to the replacement, repair or suitability of existing plumbing fittings, flue, piping, floor covering, wiring, roofing or any other household effect.
 - 3.5. The pricing given, and specified work is carried out on the basis that the Customer covenants and warrants to us that the existing roofing, plumbing and wiring is in good order and condition and in a good state of repair and in the event that the existing roofing, wiring and plumbing is not in a good order and condition, or in a good state of repair, or not in accordance with the current requirements of gas, electric or water authorities, the Customer acknowledges that we are under no responsibility whatsoever to repair or replace same. If any roof reinforcing is required for a solar water heater system installation, then there will be an extra charge. Energy Saving Products Pty Ltd will not be in any way liable for any damage by or to the product sold or to the property caused by defective, insufficient or out of repair roofing, plumbing or wiring.
 4. You agree to purchase and we agree to sell to you, deliver and install at your home the system outlined in the Offer, on and subject to the terms of the contract.
 - 4.1. You agree to assign to Energy Saving Products Pty Ltd your right to receive all Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the system including your right Under the Federal Governments Solar Credits program to create STCs. Should you choose to keep STCs then full price of the system will be required to be paid by you. STCs Value is subject to change.
 5. Price and Payment:
 - 5.1. The total amount payable by You to Energy Saving Products Pty Ltd the "Purchase Price" for a system including delivery and installation, is the price shown on the detailed tax invoice issued by Energy Saving Products Pty Ltd to you and is the price before any cash reduction or "point of sale discount" we offer to You based on any Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the system including your right under the Federal Governments Solar Credits program to create STCs which may apply.
 - 5.2. The "Payment Amount" is the amount you must pay to Energy Saving Products Pty Ltd. The "Payment Amount" may incorporate a "point of sale discount" or a portion of the "Purchase Price" on the basis that you will assign to Energy Saving Products Pty Ltd and We will receive payment for all Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the system including your right under the Federal Governments Solar Credits program to create STCs.
 - 5.3. You acknowledge that if for any reason you are not eligible for or that we do not receive in full all Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the system including your right under the Federal Governments Solar Credits program to create STCs that you have assigned to Energy Saving Products Pty Ltd then you will be required to pay in full the shortfall in value of the "Point of Sale Discount" as detailed on the tax invoice or the difference in full value between the "Purchase Price" and the "Payment Amount" as detailed on the tax invoice.
 - 5.4. You agree to pay additional fees separately for the System to be connected to the grid and agree to pay for any work required to your switchboard in order for the system to be connected to the grid inclusive of electricity meter upgrading or additional electricity meters being added to your switchboard to enable metering for gross or net feed in tariffs as supplied by your network provider.
 - 5.5. You will pay the balance of the "Payment Amount" to Energy Saving Products Pty Ltd at the installation day.
 - 5.6. Credit card processing fees may apply.
 6. Authority to Deliver and Install the System:
 - 6.1. We will deliver the system to your home at the address as set out in the Contract on the agreed scheduled day.
 - 6.2. You agree to be present at your home for the entire duration for each of our visits to your home to carry out all works including:
 - 6.2.1.1. Site inspections, System installation, System commissioning,
 - 6.2.1.2. Electrical works inspections as required under State Legislation.
 - 6.3. You authorise Energy Saving Products Pty Ltd and our employees or authorised personnel to install the selected System as detailed in the Sales Contract at Your home.
 - 6.4. We ensure that the system is installed by trained, competent, qualified and licensed personnel.
 - 6.5. We will take all reasonable care when installing the system on your home. If any roof tile is damaged when installing the system the qualified installer will replace the damaged tiles in the event that you provide the replacement tiles on the day of installation. Should for any reason you not be able to provide replacement tiles then the qualified installer will take reasonable measures to make good any damage that may occur to the roof as a result of the tiles being damaged and we will not be required to take any further or alternate measures in connection directly or indirectly, with any damaged roof tiles.
 - 6.6. You acknowledge that we may need to change the scheduled installation date due to circumstances outside of our control.
 - 6.7. Should you choose to be away while system is installed then Energy Saving Products Pty Ltd will install the system under your instructions and will take no responsibility for positioning of the system.
 7. Availability of Goods: You agree that time will not be of the essence for the supply and installation of the System, and any times or periods quoted in the Offer are only estimates and do not form any part of the Contractual obligation.
 - 7.1. We shall not be liable to you to make good any damages or losses that may arise as a result of the delay whether directly or indirectly of the supply and installation of the System or components of the System including connection to the electricity grid.
 - 7.2. With your agreement and due to other reasons, we may supply you with alternate components of the System including the panels, inverters, motors than those specified in the Offer. We will supply you with the equivalent quality or better components of the System in this situation.
 8. Meter Installation and Electricity Grid Connection:
 - 8.1. You allow us to apply for grid connection on your behalf.
 - 8.2. You will need to instruct your energy retailer to install appropriate net meter for your premises.
 9. Termination of the Contract:
 - 9.1. You or We may terminate the contract if the other party breaches the terms and conditions of the contract.
 - 9.2. Should we cancel this contract because we feel you have failed to comply with the terms and conditions of the contract as referred to in clause 9.1 you will pay for any associated costs, including a cancellation fee of \$250. Cancellation fees will apply if the order is cancelled after the cooling off period.
 - 9.3. Should you terminate the contract after installation works have commenced, fail to provide access to your home, fail to restrain any animals at your home or fail to make the site of your home safe for our employees to perform their works, you will be liable for all works and materials provided including payment on your behalf of any fees or charges associated with the System installation and meter exchange/ installation by your network provider.
 - 9.4. Where any Federal or State Government program that provides you with Grants, Rebates, Energy Trading Certificates and Carbon Credits generated as a result of the installation of the system be significantly altered or cancelled either party may terminate the contract.
 - 9.5. Ten (10) days cooling off period applies to this contract. The cooling-off period commences when the agreement has been accepted by the customer.
 10. **Defects & Warranties for Skylights, Solar PV, Ventilations & Solar hot water products.**
 - 10.1. All work materials supplied and utilised Energy Saving Products Pty Ltd will be designed and suitable for the purpose of which they are used as part of the System installed at your home.
 - 10.2. Warranties of components of the system include:

All products: Cover by the manufactures warranty as per manufactures policies. E.S.P P/L will facilitate the claim process for customers.
E.S.P will not be responsible for delays caused by manufactures.
Workmanship clear of defects: 10 years warranty by E.S.P P/L
 - 10.3. All inverters come with minimum 5 year warranty. All Solar panels come with 10 to 30 year warranty depends on brand selected
 - 10.4. You understand that Energy Saving Products Pty Ltd is not responsible for loss in any shape or form caused to you by installing any product for you.
 - 10.5. Customer to register the product warranty with Energy Saving Products Pty Ltd by completing and returning warranty card to Energy Saving Products Pty Ltd to be done manually or digitally.
 - 10.6.14 Warranty will only apply when invoices are paid in full - Proof of purchase to be provided by the purchaser.
 11. "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 for 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 failure."
 - 11.1 In the case of a problem with any Goods which is not defined as a „major failure“ under the ACL and which is capable of being remedied, you are not entitled to reject the Goods or to ask for a refund. However, you may ask us to remedy the failure, in which case we may choose to provide a refund, replace the Goods or repair the Goods or pay you the reasonable cost of having the Goods repaired or replaced.
 - 11.2 In the case of a problem with any Goods which is defined as a „major failure“ under the ACL or which is not capable of being remedied, you are entitled to:
 - (a) reject the Goods and get a refund; or
 - (b) reject the Goods and get an identical replacement or Goods of similar value if reasonably available; or
 - (c) keep the Goods and get compensation for the reduction in value of the Goods caused by the problem.
 - 11.3 In the case of a problem with any Services which is not defined as a „major failure“ under the ACL and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.
 - 11.4 In the case of a problem with any Services which is defined as a „major failure“ under the ACL or which is not capable of being remedied, you are entitled to:
 - (a) cancel the Agreement and get a refund; or
 - (b) get compensation for the difference in value of the Services delivered and what was paid for by you.
 - 11.5 You are also entitled to compensation for any reasonably foreseeable loss or damage resulting from:
 - (a) a failure by us to provide the Services as required by the Agreement;
 - (b) the Goods not being in accordance with the Agreement; and/or
 - (c) the Services or Goods failing to meet any consumer guarantee under the ACL.
 - 11.6 We will not be liable to you for any personal injury or any loss or damage of any kind that was not reasonably foreseeable or that could not have been expected to result from the circumstances set out in clauses 11.5(a) to (c).
 12. No Guarantee of system performance or efficiency:

We warrant that, if and when we install any system at your home we will use our best endeavours to install the system to achieve maximum performance and efficiency of the system components. Energy Saving Products Pty Ltd does not quote the output of the system installed.
 13. The risk in the goods passes to you upon the installation of the goods at your property at the address as listed in the contract.
 14. Failure to Pay: If you fail to pay the Payment amount that is payable under this contract, we will be entitled to charge interest at the rate of 10%.
 15. GST: All Payment amounts have been calculated GST exclusive; unless otherwise stated.
 16. General
 - 16.1. This Contract is governed by the laws of relevant authorities.
 - 16.2. This Contract contains the entire understanding between both parties, to the extent permitted by law, all implied terms are excluded. No party relies on any representation not set out in this Contract.
 - 16.3. This Contract constitutes the entire agreement Energy Saving Products Pty Ltd and you. Any oral representations warranty or promise whatsoever other than those contained in this Contract, made by an employee to you does not form any part of this Contract nor the consideration for or basis of any collateral contract.
 - 16.4. It is your responsibility to determine whether you require any approvals from any Governmental Authority for the installation of the Goods.
- Customer Checklist:**
 - 1- Does the builder or tradesperson hold a current contractor's licence with the Office of Fair Trading? Yes: No:
 - 2- Is the licence for the type of work you want done? Yes: No:
 - 3- Is the name and number on the builder or tradesperson's licence the same as on the contract? Yes: No:
 - 4- Is the work to be undertaken in the contract, drawings or specifications? Yes: No:
 - 5- Does the contract clearly state a contract price or state that the contract price not known? Yes: No:
 - 6- If the contract price may be varied, is there a warning and an explanation about how it may vary? Yes: No:
 - 7- Is the value of the contract including labour and material) \$20000 or more? Yes: No:
 - 8- Is the deposit with the legal limit? Yes: No:
 - 9- Do you understand the procedures for variations? Yes: No:
 - 10- Are you aware of who is to obtain any council or other approval for the work? Yes: No:
 - 11- Do you understand that the builder or tradesperson must have a policy of home warranty insurance if the value of the work is more than \$20,000? Yes: No:
 - 12- Has the builder or tradesperson given you a copy of the NSW Office of Fair Trading, Consumer Building Guide? Yes: No:

Copy of the Terms and Conditions, Privacy Policy and Warranty Cards can be found on www.solarbright.com.au or contact 02 9607 8425 for a copy.