

TECHNAUS PTY LTD. - GENERAL TERMS & CONDITIONS

1 Agreement

- 1.1 The entire Agreement between Customer & Technaus Pty Ltd. for the supply, installation & purchase of the Goods is constituted by these Terms & Conditions & the Quote.
- 1.2 The Agreement exists between Customer & Technaus Pty Ltd. once:
 - (a) Technaus Pty Ltd. receives the Deposit Amount or Contract Price and
 - (b) Customer signs both the Quotes & these Terms & Conditions. Payment of the Deposit Amount or Contract Price is evidence of Customer's agreement to be bound by the Agreement.
- 1.3 Cooling-Off Period - This agreement is subject to a cooling-off period of 5 Business days. The Customer reserves the right to terminate the Agreement, without giving cause or reason, during this period immediately after they sign the Quote & these Terms & Conditions. Any requests for termination during the cooling-off period must be made to Technaus Pty Ltd. in writing. All payments made will be refunded. All refunds available outside the cooling-off period will be in accordance to clause 9.
- 1.4 Any amendment or variation to the Agreement must be in writing & signed by the parties. Technaus Pty Ltd. can amend this Agreement unilaterally in response to regulatory changes.
- 1.5 This Agreement is governed by & construed in accordance with the law in force in the State of Western Australia.

2 Quotation

- 2.1 Technaus Pty Ltd. will provide the Customer with a quotation that includes the amount that must be paid by the Customer to secure the supply of Goods.
- 2.2 The Customer acknowledges that the quotation excludes any additional charges.
- 2.3 In the event that the existing electrical installation at the property requires additional work to ensure electrical safety & compliance with AS3000, the electrician will advise the Customer prior to carrying out the additional work & the customer shall bear the cost of this work over & above the amount of the Quote.
- 2.4 Without detracting from clause 6, the Customer acknowledges that the Balance Amount is calculated by Technaus Pty Ltd. on the basis of the Customer's eligibility for certain discounts, government offers, rebates as set out in the Quote, & that Technaus Pty Ltd. may change these amounts as a result of external variations to these discounts, offers or rebates.
- 2.5 The Customer agrees to pay Technaus Pty Ltd. the deposit amount or the full Contract price at the time of the formation of this Agreement.
- 2.6 The Customer agrees to pay Technaus Pty Ltd. on or before the day of installation of the Goods at the Premises:
 - a) if the Customer has paid the deposit amount, the balance amount & any additional charges; or
 - b) if the Customer has paid the full Contract Price & any additional charges.
- 2.7 Prices quoted are current; however both price & availability of items are subject to change without notice at any time.

3 Obligations of Buyer & Seller:

- 3.1 Technaus Pty Ltd. agrees to supply the Goods at the Premises in return for the Customer:
 - a. paying to Technaus Pty Ltd. the Contract Price, Extra Charges & any Additional Charges; or
 - b. paying to Technaus Pty Ltd. the deposit amount, extra charges, any additional charges & assigning to Technaus Pty Ltd. all Customer's rights to receive all Energy Trading Certificates & rebates that arise in connection with the entry into this Agreement including by reason of the supply and/or installation of the goods at the Premises; and,
 - c. Correctly completing all documents necessary for Technaus Pty Ltd. to effect the assignment referred to herein & for Technaus Pty Ltd. to receive the benefit of any Government rebate in connection with the supply and/or installation of Goods at the Premises.
- 3.2 The Customer authorises Technaus Pty Ltd. to use the Deposit Amount or Contract Price for the procurement of Goods.

4 Assignment of Energy Trading Certificates to Technaus

- 4.1 If clause 4.2 does not apply:
 - a. upon entering into the Agreement, the Customer unconditionally undertakes to assign & are deemed to have assigned to Technaus Pty Ltd. any rights to Energy Trading Certificates in relation to the Goods;
 - b. The Customer agrees to complete any documents, contracts, or papers reasonably necessary to give effect to this assignment; and
 - c. The Customer undertakes not to otherwise deal with Energy Trading Certificates in relation to the Goods at the Premises.
- 4.2 At the time of entering this Agreement, the Customer may elect to retain any right to Energy Trading Certificates referred to in clause 4.1 by providing Technaus Pty Ltd. with notice in writing.

5 Permits & Approvals

- 5.1 It is Customer's responsibility to determine whether the Customer requires any permits or approvals from any governmental authority for the installation of the Goods; and
- 5.2 The Customer agrees to obtain all necessary permits or approvals as required.

6 Site Inspection & Additional Charges

- 6.1 Technaus Pty Ltd. will rely on the Customer's representations relating to the nature of the Premises & the Customer's eligibility for any discounts, government offers & rebates in calculating the Balance Amount.
- 6.2 Despite clause 6.1, Technaus Pty Ltd. may conduct a site inspection of the Premises in order to confirm Customer's representations, & in that regard:
 - (a) The Customer agrees to grant permission to Technaus Pty Ltd. & its employees, contractors and/or agents to enter the Premises to inspect the proposed installation location of the Goods, at any reasonable time; and
 - (b) The Customer agrees to ensure that the Customer is present at the property during site inspections, installation and/or commissioning, when & as reasonably required by Technaus Pty Ltd. or its employees, agents & contractors.
- 6.3 Inspection by Technaus Pty Ltd. does not relieve the Customer of their responsibility of ensuring that the Customer's representations referred to in clause 6.1 are correct.
- 6.4 Customer acknowledges that Technaus Pty Ltd. may determine that Additional Charges may be applicable if, due to the nature of the Premises, the physical installation of the Goods presents Technaus Pty Ltd. with complexities or difficulties, or if, at the time of installation of the Goods at the Premises, any changes have occurred at the Premises since the site inspection or that are contrary to Customer's representations referred to in clause 6.1 that in Technaus Pty Ltd. sole & absolute discretion increase the installation cost.
- 6.5 Additional Charges referred to in clause 6.4 depends on the condition of the Premises
- 6.6 If Technaus Pty Ltd. determines that additional charges may be applicable under clause 6.4, Technaus Pty Ltd. will advise the Customer of the additional charges by Notice in writing, & the Customer may either (a) proceed by paying the additional charges, or (b) terminate the Agreement by Notice in writing to Technaus Pty Ltd. within 5 days from the date the Customer receives Notice of the Additional Charges from Technaus Pty Ltd. before installation commences.

7 Payments under this Agreement

- 7.1 Subject to clause 7.3, all amounts payable under this Agreement can be made by bank cheque, money order, cash, debit card, credit card or direct deposit, & will be accepted as made when Technaus Pty Ltd. receives cleared funds.
- 7.2 If the Customer's debit/credit card is declined by the Customer's financial institution, or if the Customer's cheque is not honoured on presentation, Technaus Pty Ltd. may, in their absolute discretion, decide to accept an alternative method of payment from the Customer & may collect from the Customer payment of any bank charges that Technaus Pty Ltd. incurs.
- 7.3 Technaus Pty Ltd. may decline to accept payment from Customer by cheque, credit card or debit card for any reason, & Technaus Pty Ltd. are not required to give reasons.

8 Installation & Maintenance

- 8.1 Technaus Pty Ltd. will take care to ensure that the Goods are installed by competent, trained & insured installers.
- 8.2 All care is taken by Technaus Pty Ltd. in selecting installers of the Goods, but no responsibility is taken for any loss, cost or damage incurred by reason of any act or omission of the installer.
- 8.3 The Customer grants permission, & all necessary & reasonable access, to Technaus Pty Ltd. & its employees, contractors and/or agents to enter the Premises to install the Goods at any reasonable time.
- 8.4 The Customer acknowledges that whilst Technaus Pty Ltd. may assist in arranging for the Goods to be connected to the main grid & installation of the meter at the Premises, it is the Customer's responsibility to undertake connection & installation with their electricity supplier & not included in any way in this Agreement.
- 8.5 Subject to clause 10, Customer acknowledges that Technaus Pty Ltd. is not obliged to do any maintenance on the goods installed or supplied.

9. Termination of contract/service

- 9.1 Technaus Pty Ltd. may terminate the Agreement at any time if Technaus Pty Ltd. considers that the Customer fails to comply with this Agreement. In this event the Customer agrees to pay any associated costs (including, but not limited to, legal costs on a solicitor & client basis), costs associated with delivery / partial installation of the Goods, & Technaus Pty Ltd. may set-off any amount owed by the Customer against the Deposit Amount or Contract Price paid, to the extent allowed by law.
- 9.2 Subject to clause 9.2, if the Agreement is terminated under clause 9.1 Technaus Pty Ltd. will return to the Customer the Deposit Amount or Contract Price that Customer paid, within 60 days of the termination of the Agreement.
- 9.3 If Customer terminates the Agreement under clause 6.6, Technaus Pty Ltd. will:
 - (a) retain \$300 of the Deposit Amount or from the Contract Price; and
 - (b) refund the remainder of the Deposit Amount or Contract Price, if any, to Customer within 60 days after the date of the termination of the Agreement.
- 9.4 Subject to clause 1.3 & 6.6, the Customer may not terminate the Agreement or revoke any authority given under it.
- 9.5 If the Customer terminates the Agreement, a cancellation fee of \$500 will apply.
- 9.6 The Customer shall not be entitled to return goods except at the discretion of Technaus. Returned goods will only be accepted if written consent is given by Technaus. In the event that goods are returned, the Customer shall be liable to pay Technaus Pty Ltd. all agreed damage, freight & other expenses associated with the breach of the Agreement.

10. Limited Warranty applicable to the Goods supplied

- 10.1 Subject to statutory warranties, Technaus Pty Ltd. will, at its absolute discretion, either repair or replace the Goods or part thereof, that Technaus Pty Ltd. consider has failed in the following cases only:
- (a) where any solar panel installed as part of the Goods fails to perform to at least 90% of Nominated Output, but only where the failure arises & is notified to Technaus Pty Ltd. within 10 years of the date the Agreement comes into effect;
 - (b) where any solar panel installed as part of the Goods fails to perform to at least 80% of Nominated Output, but only where the failure arises & is notified to Technaus Pty Ltd. within 25 years of the date the Agreement comes into effect,
 - (c) where any solar panels installed as part of the Goods fail as a result of defects in materials or workmanship, but only where the failure arises & is notified to Technaus Pty Ltd. within 5 years of the date the Agreement comes into effect,
 - (d) where the inverter installed as part of the Goods fails as a result of defects in materials or workmanship, but only where the failure arises & is notified to Technaus Pty Ltd. within 5 years of the date the Agreement comes into effect, and
 - (e) where the Goods fails as a result of failures in workmanship in the installation of the Goods, but only where the failure arises & is notified to Technaus Pty Ltd. within 12 months of installation.
- 10.2 Except as provided in the Agreement, all express & implied warranties, guarantees & conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded to the extent permitted by law. Technaus Pty Ltd. will have no responsibility or liability for any damage or injury to persons or property, for economic loss, or for any other loss resulting from any cause whatsoever arising out of or related to the Goods, including but not limited to, any defects in the Goods, or from the use or installation of the Goods.
- 10.3 The warranties provided in clause 10.1 will not apply to any Goods that have been subjected to:
- (a) misuse, abuse, neglect or accident;
 - (b) alteration, improper alteration or reinstallation by Customer or any other person;
 - (c) non-observance with use & maintenance instructions;
 - (d) repair, modification or repositioning by anyone other than a service technician approved by Technaus Pty Ltd., in writing;
 - (e) power failure, power surge, lightening, flood, fire, accidental breakage or other events outside of Technaus Pty Ltd. control;
 - (f) the type or serial number of any part of the Goods being altered, removed or made illegible.
- 10.4 If the Goods are installed in conditions which are different to the conditions under which the manufacturer assessed the Nominated Output, then the Nominated Output for the purposes of clauses 10.1(a) & 10.1(b) will be adjusted downwards by a factor which reflects those differences.

11. Risk & Title

- 11.1 Risk in the Goods passes to the Customer by reason of delivery of the Goods to the Premises or the presence of the Goods at the Premises.
- 11.2 Ownership of the Goods passes to the Customer on completion of the installation of the Goods, the completion of the documents required for the assignment of all Energy Trading Certificates to Technaus Pty Ltd. & the completion of all documentation required for the payment to Technaus Pty Ltd. of any Commonwealth or State or Territory rebate, & payment in full of the Contract Price or Balance Amount & the Additional Charges, as applicable, & any relevant credits to Technaus.

12. Delivery of Goods

- 12.1 Technaus Pty Ltd. shall not be liable to the Customer for any damages or loss whether arising directly or indirectly out of the delay in supply & installation.
- 12.2 The Customer expressly acknowledges that Technaus Pty Ltd. agreement to supply & install the Goods in consideration of the payment of the Contract Price or Balance Amount & the additional charges & any credits or rebates to Technaus Pty Ltd. as applicable.
- 12.3 The Customer further acknowledges that delays may be caused as a result of the time which may be taken by Technaus Pty Ltd. or its contractors in performing site assessment.
- 12.4 Times or periods quoted for supply/ installation of the Goods are estimates only, & impose no contractual obligation.
- 12.5 Delivery dates will be extended where delays occur due to matters beyond Technaus Pty Ltd. control. Delay of any part of an order will not release the Customer of its obligation to accept & pay for the remainder of the Quote or entitle the Customer to a refund of monies paid.

13. General

- 13.1 This Agreement constitutes the entire agreement between Technaus Pty Ltd. & Customer. Any oral representation, warranty or promise whatsoever (other than those contained in this Agreement) made by any employee, contractor or agent of Technaus Pty Ltd. to the Customer does not form any part of the Agreement nor the consideration for or basis of any collateral contract.
- 13.2 Failure by Technaus Pty Ltd. to insist on strict performance of any term, warranty or condition of the Agreement will not be taken as a waiver of it or of any rights Technaus Pty Ltd. may have.
- 13.3 No waiver will be taken as a waiver of any subsequent breach of any term, warranty or condition.
- 13.4 A notice under this Agreement must be in writing & sent by prepaid airmail, facsimile, or electronic mail to the party at the address in the Quote, or such other address notified by the relevant party in accordance with clause 13.5.
- 13.5 A party that changes its address, facsimile number or electronic mail address must give notice of that change to the other party.
- 13.6 Any notice given under this Agreement is deemed to have been received by the party to whom it was sent:
- (a) in the case of hand delivery, upon delivery;
 - (b) in the case of prepaid post, three days after dispatch; and

- (c) in the case of facsimile, upon completion of successful transmission.
- 13.7 Force majeure shall include governmental, semi-governmental or judicial law, regulation, order, decree, directive, restriction, restraint, prohibition, intervention, expropriation, or advice including but not limited to Australian governmental travel advice on overseas travel destinations based on advice from the Department of Foreign Affairs & Trade (DFAT), failure of any governmental or semi-governmental or judicial entity to act; strike, lockout or other labour dispute; Act of God, fire, flood, tornado, hurricane or other form of inclement weather, or conditions resulting from inclement weather; explosions, concussion, collision, radiation, act of public enemy, act of war declared or undeclared blockage, riot, civil commotion or disturbance, martial law, sabotage, insurrection or national emergency whether in fact or in law; or any other cause, whether similar or dissimilar to the causes stated above, beyond the reasonable control of the Technaus Pty Ltd..
- 13.8 The period of time during which performance of any obligation or condition is prevented by force majeure shall be added to the time provided in this Agreement for performance of such obligation or condition & to the time required for the performance of any act. If by any reason of force majeure Technaus Pty Ltd. is unable to perform any fundamental obligation or condition of this Agreement & such non-performance continues for a period of six months, Technaus Pty Ltd. may upon giving to the Customer thirty days notice, terminate this Agreement.
- 13.9 Any clause or part of clause of this Agreement which is illegal, void or unenforceable, will be ineffective to the extent only of such illegality, voidness or unenforceability, without invalidating the remaining clauses of this Agreement.
- 13.10 Technaus Pty Ltd. may assign its rights & obligations under this Agreement at any time without notice to Customer, but Customer may not assign Customer's rights & obligations under this Agreement.

14 Definitions:

- (a) **Monetary amounts (\$):** refer to Australian dollars;
- (b) **Additional Charges:** the charges referred under clause 6;
- (c) **Agreement:** constitutes the Quote & these Terms & Conditions;
- (d) **Balance Amount, Contract Price, Deposit Amount & Extra Charges:** the monetary amounts set out in the Quote;
- (e) **Business day:** the days on which banks in Western Australia are open.
- (f) **Customer:** the party who enters into this agreement with Technaus.
- (g) **Energy Trading Certificates:** any Energy Certificates that arise by reason of the supply of the Goods under Australian Federal, State or Territory law, including but not limited to all Renewable Energy Certificates;
- (h) **Force majeure:** circumstances beyond Technaus Pty Ltd. control which Technaus Pty Ltd. is unable to overcome by exercising reasonable diligence & reasonable cost as per clause 13.6.
- (i) **Goods:** the products / system as set out in the Quote;
- (j) **Government:** means the Australian Commonwealth, State or Territory government, its Departments & any authorities belonging to the Commonwealth, State or Territory government including but not limited to the Australian Greenhouse Office & the Office of Renewable Energy Regulator;
- (k) **Nominated Output:** the expected output for solar panels as advised by manufacturers;
- (l) **Notice:** a notice which is in accordance with clauses 13.4 & 13.5;
- (m) **Premises:** the principal place of residence/ other premise as specified by the Customer;
- (n) **Quote:** the quotation described in clause 2;
- (o) **Technaus:** is Technaus Pty Ltd. (ACN# 143 702 863, ABN # 75 354 156 203), a company duly incorporated pursuant to the *Corporations Act 2001* & having its principal office at 62 Waratah Blvd, Canning Vale 6155, Western Australia.

15. Disclaimers

Information regarding government assistance schemes, feed-in tariffs & other programs is believed to be correct at time of publication, but this information can change. Technaus Pty Ltd. is not responsible for any inaccuracies, or for any losses caused by third parties, or changes to government assistance schemes, feed-in tariffs or other programs. All projections of future financial performance have been prepared in good faith, but are for illustrative purposes only. Buyers are encouraged to seek their own financial advice with regard to the potential financial returns associated with their systems.

By signing below the Customer acknowledge that they have received, read & understood the Quote & agrees to be bound by these terms & conditions of the Agreement together with the Quote.

..... Date:...../...../.....

I/We the customer(s) acknowledge that I/ We have read & understood the Terms & Conditions.