

TERMS AND CONDITIONS

1. Sale of PV Solar System

- 1.1 On payment of the deposit payment, you agree to purchase your selected PV Solar System subject to these terms and conditions.
- 1.2 EVERGREEN SOLAR POWER will arrange the ordering of your components and the installation of your system for the quoted EVERGREEN SOLAR POWER price if:
 - 1.2.1 It is technically feasible as a standard installation, or you agree and pay for any additional costs for a non-standard installation usually 99 % are standard installation if quotation is not given personally and online system used to offer quotation.
 - 1.2.2 You are eligible for Solar Credits.
 - 1.2.3 You agree to accurately provide all the required information for Solar Credits and network connection to EVERGREEN SOLAR POWER by the closing date for participation in the EVERGREEN SOLAR POWER, for the order to be considered valid.
 - 1.2.4 You agree to sign the Solar Credits (REC) forms when requested by EVERGREEN SOLAR POWER in a timely manner and return them within 3 days of them being emailed to you or company person on day of installation
 - 1.2.5 Your meter box & switchboard comply with the Electrical Safety regulations, are in good condition and include safety switches
- 1.3 EVERGREEN SOLAR POWER will purchase on your behalf PV Solar components which meet all relevant Australian standards.
- 1.4 EVERGREEN SOLAR POWER has arranged on your behalf the installation of your PV Solar system through Clean Energy Council accredited PV Solar Designers/Installers and licensed electricians, according to the relevant Australian state and territory laws.
- 1.5 EVERGREEN SOLAR POWER will prepare on your behalf, based on the information you provide and in conjunction with the installer, the network connection and Solar Credits (REC) forms ready for you to sign.
- 1.6 However, your purchase of the System will not become final until all of the following conditions have been satisfied: (a) you have paid us the Deposit; and (b) your electricity distributor (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval.
- 1.7 You warrant that you are eligible for the Solar Credits incentive.

2. Clean Energy Council Code of Conduct

- 2.1. Evergreen Solar Power will comply with the Clean Energy Council Solar PV Retailer Code of Conduct.

3. Payment

- 3.1 You agree to pay EVERGREEN SOLAR POWER the balance payment (the remainder of the total payment) prior to start installation on the day of installation as cleared funds by cash or Card (Credit / Debit / cheque). If you booked the installation date but then either fail to be present on the date of installation, or don't have payment ready for this date or no access to the installation premises then EVERGREEN SOLAR POWER will be entitled to charge any reasonable cost incurred to cover the cost of the contractors that it has booked for that date.
- 3.2 You are asking EVERGREEN SOLAR POWER to receive the funds from Solar Credits as part payment for your system. The Solar Credits will be paid directly to EVERGREEN SOLAR POWER. If the Office of Clean Energy Regulator (<http://www.cleanenergyregulator.gov.au>) determines you are not eligible for Solar Credits, and therefore EVERGREEN SOLAR POWER is unable to receive the Solar Credits as part payment, you will be liable to EVERGREEN SOLAR POWER for the amount of the Solar Credits.
- 3.3 If you are not eligible for Solar Credits, or do not wish to access the Solar Credits incentive (i.e. you want to keep your STCs) the balance of the system cost is due before installation.
- 3.4 You acknowledge that if you breach any of the conditions of the Solar Credits incentive, you may be liable to the Office of Clean Energy Regulator (<http://www.cleanenergyregulator.gov.au>). You acknowledge that EVERGREEN SOLAR POWER will have no responsibility to you if this occurs.
- 3.5 If you fail to pay any amount that is due and payable under this Contract Document, EVERGREEN SOLAR POWER will be entitled to interest on the unpaid amount (both before and after judgment) at the rate applicable to judgment debts in the Supreme Court.
- 3.6 You will also have to pay EVERGREEN SOLAR POWER any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs)
 - 3.6.1 Failure to pay the complete amount may result in Evergreen Solar Power taking legal action against you & will void all warranties offered in conjunction with this system & installation.
- 3.7 All pricing quoted inclusive of GST.
- 3.8 Ownership of a solar system will pass to you upon payment in full of the Purchase Price for that system

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4. Accessing the Premises

4.1 You grant us permission to enter and remain at the Premises, and to have our contractors enter and remain at the Premises, to:

- 4.1.1 conduct one or more site inspections, if we think this is necessary; and
- 4.1.2 deliver and install the System, at any reasonable time, provided we give you at least 3 Business Days' notice of the proposed access time.

4.2 You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System.

4.3 You must:

- 4.3.1 ensure we and our contractors have convenient and safe access to all parts of the Premises necessary to conduct any required site inspections or to deliver and install the System;
- 4.3.2 not hinder or obstruct this access; and
- 4.3.3 ensure the Premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System.

5. Refunds

5.1 If you have paid us money under this agreement, but the agreement ends for any of the following reasons before we install the System at your Premises, then when the agreement ends we will promptly refund all of the money you have paid:

- 5.1.1 if we have not delivered and installed the System at the Premises within given time frame, and new installation timeframe is not agreeable to you and you choose to end the agreement under clause 10.7;
- 5.1.2 if we give you notice of a price increase under clause 6, and you choose to end the agreement in accordance with accept the price increase; or
- 5.1.3 Grid Connection Approval is refused.
- 5.1.4 You (Customer) have a right to cancel the agreement within 10 business days (Cooling-off period) from and including the day after you sign or receive this agreement
- 5.1.5 if installation design may change due to some unavoidable circumstances without your consent.

6. Price increases

6.1 Subject to clause 6.2, we can increase the price of:

- 6.1.1 the System or any part of it;
- 6.1.2 the installation of the System; or
- 6.1.3 any other item specified in the Quote, to cover any new or increased cost in selling and installing the System under this agreement.

6.2 We can only increase prices under clause 6.1 if:

- 6.2.1 it is reasonable to do so;
- 6.2.2 we are not prohibited by law from doing so; and
- 6.2.3 we give you written notice of the increase at least one week before the Installation Date set out in the Quote, or, if we have notified you of a new installation Date under clause 10.6, that new Installation Date.

6.3 If we give you notice of a price increase and you prefer to end this agreement rather than accept the price increase, you can end the agreement in accordance with clause 6.4 and, if you do, we will give you any refund required under clause 5.1.2.

6.4 You can end this agreement under clause 6.3 by:

- 6.4.1 calling us on our telephone number as set out in the Quote; or
- 6.4.2 giving us written notice of this, by post or email, before the provided date set out in the Quote, or, if we have notified you of a new installation date under clause 9.6, that new installation Date.

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- 6.5** If we send you notice of a price increase and you do not end this agreement under clause 6.3 by the relevant date, you will be taken to have agreed to the price increase.

7. Termination

- 7.1** EVERGREEN SOLAR POWER may terminate this agreement with you if either:
- 7.1.1** You do not abide by the terms and conditions.
 - 7.1.2** There are delays in the EVERGREEN SOLAR POWER process causing supplier pricing to increase. A full deposit will be refunded.
- 7.2** You may terminate this agreement or contract within two week of quote date. You may eligible to get refund of deposit after deducting admin charges. We normally start procurement of material or equipments after two week of quote date. Customers will have to pay material cost if job cancel after two week of quote date
- 7.3** Quotations are valid for a period of 15 calendar days from the date of issue, after which to the date of such cancellation or alteration plus a 15% administration fee unless otherwise stated

8. Liabilities and Risk

- 8.1** The ownership and insurance risk of the PV solar system passes to you upon installation at your stated address. EVERGREEN SOLAR POWER suggests you check with your insurance company as to their requirements to ensure adequate coverage of your PV solar system on your policy.
- 8.2** You acknowledge EVERGREEN SOLAR POWER accepts no liability or responsibility for your Solar Credits incentive as administered by the Office of Clean Energy Regulator (<http://www.cleanenergyregulator.gov.au>).
- 8.3** You acknowledge EVERGREEN SOLAR POWER accepts no liability or responsibility for your Solar Credits Bonus known as feed in tariff incentive as administered by the local State/Territory government.
- 8.4** The prices that we offer to our customers are after the solar incentive that the Federal Govt is giving for the solar system installation. However, you might be eligible for further rebate from your state govt. While we claim the Federal Govt incentive on behalf of you and provide you a discounted price, we do not claim or make any guarantee that you will be getting your state govt rebate. It is completely your responsibility. If for any reason you cannot claim your state govt rebate, you cannot make Evergreen Solar Power liable for it, nor can you claim any consequential damage from us.

9. Warranties

- 9.1** Evergreen Solar Power provides warranty period of five years on the operation and performance of the whole solar PV system, including workmanship and products which is a separate from and in addition to the product warranties provided by the products manufactures.
- 9.2** First Five years of solar system operation, if your system suffers a fault or defect in relation to the supplied products or the workmanship of the installation, Evergreen Solar Power will rectify your system at no cost to you. Evergreen Solar Power will repair any damage or leaks caused by the installation of the solar system subject to Evergreen Solar Power being notified of the damage. This covers all of the related costs for repair/replacement of components damaged and the associated on-site labour.
- 9.3** The performance is subject to a number of local factors including the roof orientation and pitch, the number of hours of direct sunlight, cloud cover and shading from building structures and trees, some of which will change over time.
- 9.4** EVERGREEN SOLAR POWER warrants all products installed to be free from defective parts and workmanship and to be in good working order from the date of installation. EVERGREEN SOLAR POWER reserves the right to ascertain the type of defect and cause of the failure and will not repair or replace goods if damage is due to:
- 9.4.1** Accident, negligence misuse, theft, vandalism, fire, water, electrical surge, lightning strike, or other peril;
 - 9.4.2** Conditions outside the specification or operation of the products including without limitation, electrical power, temperature, humidity or dust.
 - 9.4.3** Any repair, relocation or alteration of a product not performed by Evergreen Solar Power or its authorised service agents;
 - 9.4.4** Any cause other than normal use;
 - 9.4.5** Goods are damaged due to faults in equipment from the Buyer.

10. Delivery and Installation

Delivery

- 10.1** We must, or must procure, the delivery of the System to the Premises.
- 10.2** The risk of loss or theft of, or damage to, the System passes to you on delivery of the System to the Premises.

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Installation

- 10.3** Provided you have paid the Balance, we must install, or must procure the installation of, the System at the Premises, in accordance with the Full System Design.

Installation Date

- 10.4** We will use reasonable endeavours to deliver and install the System at the Premises on the provided Date.
- 10.5** You agree, however, that:
- 10.5.1** the scheduled Date is only a intend date and not a strict deadline; and
 - 10.5.2** we will not be liable to you if we fail to deliver and install the System at the Premises by the provided Date.
- 10.6** We will notify you if we do not think we can deliver and install the System at the Premises by the scheduled Date, and give you a new Date.
- 10.7** If we have not delivered and installed the System at the Premises within given time frame after the original provided date, you can end this agreement and, if you do, we will give you any refund required under clause 5.1.1

Installation requirements

- 10.8** We (if we install the System) or our contractor (if we procure a contractor to install the System) must:
- 10.8.1** Be a CEC-Accredited Installer; and
 - 10.8.2** Install the System in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to CEC-Accredited Installers.
- 10.9** After installation of the System, we will give you any certificate or similar document regarding the electrical safety of the System which is required by law.
- 10.10** We will take every reasonable precaution in installing the System at the Premises. However, we will not be liable in respect of:
- 10.10.1** The structural integrity of the roof;
 - 10.10.2** The roofs ability to carry the weight of the System;
 - 10.10.3** Any effect installation of the System has on any roof manufacturer's warranty; or
 - 10.10.4** Any damage to the roof or Premises which is not due to our negligence or breach of this agreement.

Post-installation

- 10.11** Evergreen Solar Power advise the consumer how to measure the performance of their system. Evergreen Solar Power specify, using the following method, how energy output can be measured:
- 10.11.1** Demonstration; after installation installer shows how to read energy output on inverter for whole system, and will show how to do shut down procedure.
 - 10.11.2** Evergreen Solar power provides user manuals and warranty documents for components.
- 10.12** Energy output is a reasonable measure of performance; savings are not.

11. Approvals & Feed-in-tariff

Grid Connection Approval

- 11.1** We will apply for Grid Connection Approval on your behalf. In doing this, we will:
- 11.1.1** make the application as soon as possible;
 - 11.1.2** keep you updated on the progress of the application;
 - 11.1.3** respond, within a reasonable timeframe, to any information or other requests from the distributor; and
 - 11.1.4** promptly give you notice of the outcome of the application.
- 11.2** Your purchase of the System is subject to Grid Connection Approval being granted.
- 11.3** If Grid Connection Approval is refused, then this agreement will end and we will give you any required refund.

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Other approvals

- 11.4 You are responsible for applying for and obtaining any other approvals, permits or consents required in respect of the installation of the System at the Premises.
- 11.5 You must apply for these approvals, permits and consents as soon as possible.
- 11.6 The sale and installation of the System, and your and our other obligations under this agreement, are not dependent on and will not be affected by whether and when you obtain these approvals, permits and consents.

Feed-in-tariff

- 11.7 This agreement DOES NOT include the cost to purchase and install the new meter, which will be charged to you by your energy retailer and/or distributor following installation of the solar system.
- 11.8 You understand that although Evergreen Solar Power may assist in arranging connection to the main grid and meter installation the agreement to undertake this connection is between you and your energy retailer and/or distributor. Your electricity contract/tariff may change following installation of solar and you should contact your electricity retailer before signing a contract, to check what new electricity tariff rates may be applied.
- 11.9 You understand that different energy retailers and/or distributors have different rules, requirements and rates in regard to what they will pay you for the solar electricity you generate. You may need to switch energy retailers in order to receive the solar electricity feed in tariff.
- 11.10 Evergreen Solar Power accepts no responsibility if the customer does not receive the solar feed-in-tariff. Please check with your retailer as to whether they provide the solar feed-in-tariff in your area and for any special related conditions. Feed in tariffs or solar electricity feed-in-tariff schemes are governed by State and Territory laws and Evergreen Solar Power accepts no responsibility if these laws change in any way affecting the system's return on investment.

12. System maintenance & Documentation

System maintenance

- 12.1 We must provide you with the Maintenance Documents.
- 12.2 It is your responsibility to maintain the System in accordance with these documents.

Documentation

- 12.3 Evergreen Solar Power provide to you a document or information in writing can be met in electronic form, or to provide a signature can be met in electronic or verbal form.
- 12.4 Evergreen Solar Power provide to you with the relevant compliance documentation in either electronic format or hard copy.
- 12.5 Evergreen Solar Power provide you all the relevant amendment if any occurs after quotation and before installation in electronic copy, whereas hard copies also be provided upon request by you. If we don't get your consent, then you can get full refund as mentioned in clause 5.
- 12.6 Evergreen Solar Power supply required compliance documentation that you needs to receive once the PV system is installed for grid connection for retailer or/and distributor.

13. System performance and Small-scale Technology Certificate (STCs)

Site-Specific Performance Estimate

- 13.1 We have calculated the Site-Specific Performance Estimate for the System and your Premises in accordance with the CEC System Design Guidelines.

STC Incentive

- 13.2 You acknowledge that use of our STC assignment form, assigns all rights to create the STCs to Evergreen Solar Power.
- 13.3 Any reference to Small-scale Technology Certificates (STCs) must be consistent with Clean Energy Regulator, whereby the STC is a financial incentive, not a rebate, and you will not qualify for any government-based financial recompense at the completion of the STC creation process.

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- 13.4** You agree to submit and sign to Evergreen Solar Power all accurately completed documents necessary to enable Evergreen Solar Power to create the STCs for your property on your behalf, in consultation with the Clean Energy Regulator and to enable Evergreen Solar Power to sell the STCs as a part payment of solar system.
- 13.5** Evergreen Solar Power will be entitled to invoice you for the full Sale Price should for any reason whatsoever the Clean Energy Regulator does not approve the creation of the STCs associated with your assignment form. The balance of invoice will immediately need to be paid by you.
- 13.6** In quotation Evergreen Solar Power will consider current market price available for STCs as STCs price, if any delay happened from your side in installation time frame, and meanwhile if STCs price drop in the market than quoted price in accepted quotation, then Evergreen Solar Power will recalculate current pricing of STCs as new pricing with consent of both parties (Evergreen Solar Power and you), and advice you about payable difference to Evergreen Solar Power. In this scenario either party can pull out of contract with written notice and full deposit will be refunded.
- 13.7** You authorise to Evergreen Solar Power sell the STCs either through the open STC market (based on variable market prices) or through the STC Clearing House. The process surrounding the trade of STCs in the Clearing House are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and consumers are not guaranteed \$40.
- 13.8** STCs are government incentives that help reduce the upfront cost of installing your solar PV system. The number of STCs your system receives differs depending on its size and location. Small-scale technology certificates can be created following the installation of an eligible system, and are calculated based on the amount of electricity a system produces or replaces (that is, electricity from non-renewable sources).

14. Complaints

Making a complaint

- 14.1** A Complaint can be reported verbally via phone, in person or in writing via letter, email or facsimile to us.
- 14.2** We will handle your complaint in accordance with our standard complaints procedures. If we have volunteered to be bound by the CEC Solar Retailer Code of Conduct, then these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006.

Complaint Procedure

- 14.3** We will try to resolve all complaints at the time they are raised. However, if we need to investigate it further, we'll endeavour to resolve it, or tell the customer what we're doing to resolve it, within five working days.
- 14.4** If the complainant is not satisfied with the decision. We will escalate and expedite the request to higher authority depending upon the nature of the complaint, but we're committed to resolving all complaints within 21 days of receiving them unless there is a obvious reason for extending the timeline.
- 14.5** If that's the case, we'll contact the customer and explain the reason for the delay and the investigation must be completed within 45 days of receipt of the complaint.
- 14.6** While a complaint is being investigated and worked upon, the complainant will be provided with updates via phone calls and emails about the progress
- 14.7** If the customer is not happy with how their complaint has been resolved, we will escalate the complaint to the next level of management within the company and review it.

If you are still not satisfied

If you are not satisfied with the outcome of your complaint, you can refer the complaint to with the relevant Fair Trading or Consumer Affairs office as follows:

Clean Energy Council:

Phone: 03 9929 4141
Address: Level 15, 222 Exhibition Street, Melbourne VIC 3000

Consumer Affairs Victoria:

Phone: 1300 558 181
Address: GPO Box 123, Melbourne VIC 3001

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15. Privacy Policy

- 15.1 You agree to provide EVERGREEN SOLAR POWER with whatever personal information is required for the efficient functioning of the EVERGREEN SOLAR POWER on your behalf, in particular for the accurate completion of the paperwork for the Solar Credits incentive (selling of your STCs) and network connection to the grid.
- 15.2 EVERGREEN SOLAR POWER will provide your information to its contractors, employees and installers only so far as to effectively perform their role.
- 15.3 EVERGREEN SOLAR POWER will provide your information on your behalf to the relevant bodies for the processing of the Solar Credits incentive (selling of your STCs), connecting your PV Solar system to the grid and if asked your electricity retailer.
- 15.4 Unless otherwise agreed with you, EVERGREEN SOLAR POWER will not provide your personal information to any third parties other than those mentioned above.
- 15.5 EVERGREEN SOLAR POWER will not sell your personal information in any circumstances.