

## SOLAR TERMS AND CONDITIONS

Connection Electrical Group Pty Ltd trading as Connection Electrical & Data, Connection Air Conditioning, Connection Solar Solutions and Connection Excavation (ABN 63 619 189 687) herein referred to as "Company".

"Customer" refers to the customer or entity in which the "Company" has supplied goods, materials or services to.

"Goods" refers to the goods, materials, parts, products, equipment, and/or installation supplied to the "Customer" by the "Company" in respect of this Contract and/or Scope of Works.

### PAYMENT TERMS

Solar Installations require a 50% deposit before commencement of work for non-Connection Electrical Group Pty Ltd account holders.

Please note the warranty does not apply until the final invoice has been paid in full and no amount of monies remain outstanding to the Company from the Customer.

### DEFINITIONS

1. Warranty shall mean the document containing the definitions and terms of these clauses, as attached with the Contract of Sale and task completion documentation.
2. Solar System shall mean a PV system consisting of a grid tie inverter, or micro inverters, but does not include a battery component.
3. Web Monitoring shall mean a Solar System logging device with web or remote functionality.
4. System shall mean any electrical, telecommunications, automation, audio visual, security, or air conditioning system.
5. Standard Batteries shall mean gel type batteries supplied and installed by Connection Electrical Group Pty Ltd.
6. Energy Storage Systems shall mean lithium ion type batteries supplied and installed by Connection Electrical Group Pty Ltd.

### WARRANTY TERMS AND CONDITIONS

1. The system installed must be maintained in accordance with the Maintenance Schedule provided. Failure to do so will result in any and all warranties being void.
2. Our Company warrants all goods and workmanship carried out by our Company staff and contractors for a period of twelve (12) months from the date of installation.
3. Our Company guarantees that the Goods supplied and/or installed will be done so in accordance with Industry Guidelines and the Australian Standards.
4. The warranty term shall start from the date of installation completion as shown on the Warranty and after the **final invoice has been paid in full**. Failure to pay in full will result in no warranty.
5. If the Solar System malfunctions or becomes inoperable due to defective or improper installation during the period of this warranty, Connection Electrical Group Pty Ltd will provide the service to determine the cause of the defect and resolve the defect through replacement of the components including labour costs.
6. If the manufacturer's warranty is less than the period listed on Connection Electrical Group Pty Ltd's Warranty, Connection Electrical Group Pty Ltd will cover and extend the manufacturer's warranty to the period listed on the Warranty Statement for Solar Systems only.
7. Connection Electrical Group Pty Ltd limits its own warranty on batteries to 3 years for Standard Batteries and 5 years for Energy Storage Systems.

8. This document is subject to our Standard Terms and Conditions as attached with the Contract of Sale.
9. This installation services warranty shall be applicable for its full term provided the solar system is not moved, re installed, or relocated from its originally installed location by any party other than Connection Electrical Group Pty Ltd.
10. This warranty will not be applicable if in Connection Electrical Group Pty Ltd's sole determination, the defect or failure of the solar system is the result of misuse, neglect, accident, abuse, alteration, or failure to follow Connection Electrical Group Pty Ltd's operation or maintenance instructions.
11. 2.4 This warranty will not cover damage due to grid power surge, lightning, fire, flood, severe weather, hailstorms, and other events reasonably beyond Connection Electrical Group Pty Ltd's control.
12. Connection Electrical Group Pty Ltd will not be liable for the loss of any feed in tariffs or incentives such as STC's.
13. Any production loss claims are not valid for any period before the date of defect notification and will only be paid based on import and export-based data obtained from the solar system's internal logging system.

#### **WARRANTY CLAIM PROCEDURE**

1. Any claim under this warranty will be considered if submitted within 14 days following the discovery of any defect covered by this warranty.

#### **SERVICE GUARANTEE**

1. Connection Electrical Group Pty Ltd will attend to warranty claims within 7 days and repair them within 14 days from inspection for Solar Systems or Power Factor Correction Systems.
2. Connection Electrical Group Pty Ltd will respond to service requests for Solar Systems and restore production within a period of 14 days from the date of inspection; or compensate the Customer in payment equal to the loss in production at the rate of 7c per kWhr inc GST.
3. Service KPI's take effect from the point of fault notification and not from the point of fault occurrence.

#### **PRODUCTION GUARANTEE**

1. Connection Electrical Group Pty Ltd further guarantees that the production of Solar Systems purchased through Connection Electrical Group Pty Ltd, will match or exceed their Performance Estimates within ten percent for Solar Systems. If the Solar System does not perform in this range Connection Electrical Group Pty Ltd will compensate the customer for lost production at the rate of 7c per kWhr inc GST for a period of up to twelve (12) months.
2. Connection Electrical Group Pty Ltd further guarantees that Power Factor Correction systems purchased through Connection Electrical Group Pty Ltd will maintain an average pF of 0.95 when averaged across 12 months of billing data. If the Power Factor Correction System does not perform in this range Connection Electrical Group Pty Ltd will compensate the customer by returning cap ex costs for a period of twelve (12) months. This is calculated by taking the system cost and dividing it by 12 months and then multiplying it by the number of months during which the power factor dropped below 0.95.
3. At no point will Connection Electrical Group Pty Ltd's liability exceed that of the system price.
4. Production and performance guarantee only apply from when contact is received from the customer.

#### **DEFINITIONS**

1. "Customer" shall mean the "Customer" listed in the Contract of Sale.
2. "Works" shall mean the works specified in the Contract of Sale.

3. "Price" shall mean the total price including GST as listed in the Contract of Sale.

## CONTRACT

1. The quotation can be accepted within 14 days from the date of quotation provided that the Customer allows the Works to be commenced within 90 days of the quotation.
2. Connection Electrical Group Pty Ltd agrees to install the Works within 90 days of receiving a deposit. If the works are not installed by this date, the customer may cancel the Contract of Sale thereby forfeiting their deposit. This clause does not apply if there are stock shortages and the customer refuses a reasonable substitute nor does it preclude the customer from paying for works already carried out.
3. The Customer has the right to cancel this contract from the date it is signed up until five (5) business days before Works commence. If the contract is cancelled after this period; the deposit will be forfeit.
4. If any part of this contract is held to be invalid by any competent authority the other provisions shall not be affected.
5. The contract shall be conducted and governed according to the laws of Queensland, Australia. Furthermore, any legal proceedings shall take place either on the Gold Coast or in Brisbane, dependent on the Law Courts instructions or advice.
6. We reserve the right to terminate this contract should the Customer become insolvent or should we decide that the Customer does not have the ability to meet the payment conditions. This includes the case of late progress payments.
7. All designs, drawings and documents prepared by Connection Electrical Group Pty Ltd shall remain the intellectual property of Connection Electrical Group Pty Ltd.
8. In the event of any breach of this contract by Connection Electrical Group Pty Ltd, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price.
9. Connection Electrical Group Pty Ltd shall not be liable or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of the specified Works if the delay or failure was due to any cause beyond Connection Electrical Group Pty Ltd's control. Including but not limited to an "act of god", weather occurrences, government act, fire explosion, accident, discovery of hazardous material, civil commotion or industrial dispute.
10. We shall not be liable for any consequential losses or loss of profit due to an "act of god", weather occurrences, government act, fire explosion, accident, discovery of hazardous material, civil commotion or industrial dispute.

## CUSTOMER OBLIGATIONS

1. Before the Works commence the Customer shall at the Customer's expense obtain any necessary consents including building regulation and planning consents; consents from the neighbors and mortgagees; consents from the local and other authorities which are necessary to enable Connection Electrical Group Pty Ltd to carry out the Works. This does not include any electrical or supply authority approvals, which will be obtained by Connection Electrical Group Pty Ltd on the Customer's behalf such as an electrical and or solar connection approval.
2. The Customer shall allow the Works to take place during normal working hours (Monday-Friday 6AM-6PM). Connection Electrical Group Pty Ltd may in its discretion agree to work outside of these hours, provided that the parties can agree on an additional price to reflect the extra costs that will be incurred.
3. Unless otherwise agreed in writing, if asbestos or any other hazardous material is discovered by Connection Electrical Group Pty Ltd at the property while carrying out the Works, Connection Electrical Group Pty Ltd shall be entitled without liability to suspend the Works until the hazardous material is made safe or removed. The Customer shall at their own expense ensure that the hazardous material is removed safely.
4. Where the Customer is to supply Connection Electrical Group Pty Ltd with any design specifications (including, but not limited to CAD drawings) the Customer shall be responsible for providing accurate data. Connection Electrical Group Pty Ltd shall not be liable for any errors in the Works that are caused by incorrect or inaccurate data being supplied by the Customer or representative of the Customer.

5. You must notify us of any computer system or other electronic or similar system, that may be affected by our Works and take the necessary precautions to protect it. Connection Electrical Group Pty Ltd will take every reasonable means to identify such systems, however, will not be liable for damage to them should they not be identified and or isolated.
6. Connection Electrical Group Pty Ltd will ensure that your supply authority solar agreement is approved. If you do not sign and return the agreement by the due date, Connection Electrical Group Pty Ltd takes no liability if the solar system is then declined a second approval. It is EXTREMELY important that the Customer signs and returns this agreement.
7. The Customer shall ensure that they meet their obligations as set out in the Workplace Health and Safety Act 1995.
8. If purchasing a logging system, the customer must ensure they have an active working internet connection and that the installation location be in range of any wireless transmitters.
9. If the installation is to occur on a tile roof, the customer must ensure they have spare tiles on hand, which Connection Electrical Group Pty Ltd will then fit where required. If the customer does not have spare tiles, Connection Electrical Group Pty Ltd will move any broken tiles to an eave location and repair them to the best of our ability.

#### **CONNECTION ELECTRICAL GROUP PTY LTD PROVISIONS**

1. Wherever possible Connection Electrical Group Pty Ltd will use existing routing for its wiring. Where this is not possible due to the nature of the property Connection Electrical Group Pty Ltd reserves the right to conceal the wiring within plastic trunking, or conduits which will be surface mounted to existing decorations.
2. Connection Electrical Group Pty Ltd is not responsible for plastering, painting or making good other parts of the property, which may be used as a cable pathway during the course of the installation. Connection Electrical Group Pty Ltd will make every effort to conceal such pathways using blanking plates and other materials.
3. If Connection Electrical Group Pty Ltd has to move or remove fixtures, furniture and or fittings at the property including carpets, floor coverings and bath panels to enable it to carry out the Works and such fixtures, furniture and or fittings are difficult to move or remove without causing damage to the property, Connection Electrical Group Pty Ltd shall first notify the Customer of this fact. If the Customer then instructs Connection Electrical Group Pty Ltd to remove such fixtures, furniture and or fittings, Connection Electrical Group Pty Ltd shall have no liability for any loss or damage caused by their removal.
4. If the Works overload the Customer's existing mains, the Customer shall be liable for the cost of upgrade and or repair.
5. Connection Electrical Group Pty Ltd will provide service and maintenance on the installation from the date of completion within 3 days. Service calls not otherwise covered by the Warranty will be charged a \$120 call out fee for the first hour followed by \$90 per hour thereafter.
6. In the case of underground works Connection Electrical Group Pty Ltd will make every reasonable effort to locate and avoid existing services. In the case of damaging unidentified existing services, Connection Electrical Group Pty Ltd shall not be liable for any losses or repair costs which may be incurred.
7. Connection Electrical Group Pty Ltd is not liable for unidentified hazardous substances such as Asbestos. We will make every attempt to identify such materials before works commence, however we are not liable for brief exposure should materials be uncovered behind concealed areas such as wall cavities or under floor linings. If the customer asks us to install upon such substances, we will not be liable for the possible long-term degradation of such substances.
8. Connection Electrical Group Pty Ltd will not be liable for issues caused by network problems such as flicker, voltage rise, or poor harmonics, and or surges.
9. Connection Electrical Group Pty Ltd is not liable for any customers who may lose or not be eligible for any feed in tariffs, and or government incentives such as STC's.

## VARIATIONS TO PRICE

1. Connection Electrical Group Pty Ltd may quote the Customer an additional price where there has been a variation to the Works, or to rectify any damage to the Works which has been caused by the Customer, or by any third party not engaged by Connection Electrical Group Pty Ltd.
2. Any variation to the Works can result in a variation to the Price. If a variation exceeds more than 5% of the Price the customer shall have the option to cancel or terminate the Contract of Sale.
3. Unless otherwise stated the quotation does not include the rectification of defects in the existing electrical installation including the provision of electrical safety devices such as residual current devices and or earth stakes.
4. If a site is deemed high risk with a roof height exceeding 6m and or a pitch exceeding 30 degrees, an additional guard rail or scissor lift may be required before the Works can commence.
5. If the STC market moves more than \$2 between point of sale and design confirmation, Connection Electrical Group Pty Ltd will offer an updated price before final confirmation. This occurs after approvals are in place and designs are accepted. A complete guide to STCs can be found via the Office of Renewable Energy's website and current pricing can be found using online trading platforms such as Trade in Green.

## PRICING AND PAYMENT

1. The Customer shall pay Connection Electrical Group Pty Ltd the Price, as per the payment provisions set out in the Contract of Sale, or within 7 days of receiving invoice. This due date may be before any metering changes are completed by the Supply Authority. If the balance of payment is not made by the due date Connection Electrical Group Pty Ltd reserve the right to cancel any metering changes, and charge interest.
2. Connection Electrical Group Pty Ltd reserves the right to charge interest on outstanding payments at the rate of 10% compounding daily starting 30 days from the date of invoice should payment terms not be met.
3. In the event of late payment, the Customer shall be liable for any legal and administration costs which may be incurred in the process of recovering such payment.
4. Property and ownership of the Works shall not pass to the Customer until Connection Electrical Group Pty Ltd has received payment in full of the total completion costs of the work and these funds have cleared in Connection Electrical Group Pty Ltd's nominated bank account. Until such payment is received the Works remain the property of Connection Electrical Group Pty Ltd.
5. The Price is based on continuous and uninterrupted work and assume there will be free access to all necessary areas. Unreasonable working conditions may result in a variation of Price.
6. Connection Electrical Group Pty Ltd may ask for progress payments not less than one week after the commencement date for work performed up to the end of each week. The price of work performed in each week shall include the reasonable value of authorized variations and the value of materials delivered to the site but not yet installed. Progress payments shall be made within 7 days of each payment claim.
7. In the case of solar or other government subsidized works, it is agreed that the government subsidies, STC's or other such incentives are to be signed over to Connection Electrical Group Pty Ltd upon completion unless otherwise agreed upon in writing. Information regarding the creation and trade of STC's can be found via the Clean Energy Regulator's website [www.cleanenergyregulator.gov.au](http://www.cleanenergyregulator.gov.au)

## CUSTOMER WARRANTY

1. Connection Electrical Group Pty Ltd warranty the Works against defect from faulty manufacture and workmanship for a period of twelve (12) months. This includes labor, parts and travel. For solar systems we warranty the Works against defect from faulty manufacture and workmanship for a period of twelve (12) months. This also includes labor, parts and travel.
2. The warranty shall be void if the Works have been overloaded, misused, damaged or willfully tampered with by anyone other than Connection Electrical Group Pty Ltd, or appropriately trained and qualified staff. Any battery or automation systems may also

require any technicians to have integrator certification from the manufacturer.

3. If a valid claim is made by the Customer, Connection Electrical Group Pty Ltd will at its sole discretion replace or repair the works.
4. Any claim made by the Customer must be within 14 days of the date of incident and must include sufficient information to investigate the claim.
5. Where the Works are to the Customer's specification or design, no liability is accepted by Connection Electrical Group Pty Ltd for specification or design errors.
6. These terms and conditions do not preclude any consumer guarantee's which are required under Australian Consumer Law.

#### **CONNECTION ELECTRICAL GROUP PTY LTD FINE PRINT**

These terms and conditions are aimed at providing protection for all parties and also to provide guidance in the unlikely event of a dispute. The Customer Protections offered by Connection Electrical Group Pty Ltd exceed most, if not all, other offerings. The protections retained by Connection Electrical Group Pty Ltd are aimed only at ensuring our Company (and therefore your Warranty), cannot be destroyed by unscrupulous customers, competitors and/or other authorities.

If you have any questions regarding the status of your warranty or require further clarification on the above mentioned; please don't hesitate to contact us.

With thanks,  
The Team at Connection Electrical Group Pty Ltd