



TERMS AND CONDITIONS - FARMING THE SUN BULK BUY PROGRAM

1. **Warranty:** Eco Energy & Solar Solutions (EESS) provides a 6year warranty on all installation workmanship from the date of installation. Your solar system components come with a manufacturer's product warranty provided separately.
2. **Payment Terms:** Once your deposit is paid, EESS will begin committing resources to your project to install your system. You agree to the following payment terms:
 - a. **Deposit payment** (Deposit) 10% of total system price - at time of order,
 - b. **Progress payment** – 40% of total system price – due when bulk buy is triggered and required to facilitate the purchasing of equipment.
 - c. **Final payment** of balance amount after Deposit & Progress payment, and **return of signed copy of STC Assignment form(s)** - due within 3 working days after installation.
3. **Grid Connection:** The connection of your solar system to the electrical distribution grid will be performed by a Level 2 Electrician arranged by EESS. The cost of your connection to the grid is included in your fee proposal.
4. **Preferred Payment:** EESS accepts a number of payment methods: - Direct Deposit to Eco Energy & Solar Solutions – St George Bank, BSB No. 112-879 Acc No: 465958753. Please include as your reference - Surname, initial and order number. - Cheques/ Money Orders payable to EESS can be posted to PO Box 5335 South Tamworth NSW 2340.
5. **Discounts and Inducements:** Your system price may change due to various factors. For example, the Federal Government has the Small Scale Renewable Energy Scheme (SRES), and some States and Territories provide assistance such as solar energy buyback schemes. These inducements are subject to change at any time, and whilst EESS will endeavour to explain these Schemes to you, it cannot be held responsible for changes that may affect the price of your system. Your Point of Sale discount may include your assigning of Small-scale Technology Certificates created under the Small Scale Renewable Energy Scheme (SRES), as follows:
 - a. The Small-scale Technology Certificate (STC) price used to calculate your point of sale discount is shown on the Estimate, but we reserve the right to alter your discount if the spot market price drops below \$29 per STC.
 - b. If you assign your STCs to EESS, your solar system installed price includes the appropriate Solar Credits & STC- based discount, and:
 - we will return the Certificate value to you as a point of sale discount.
 - you agree to sign the necessary STC assignment forms following the installation of your system and return them to us on the day of installation or within three working days thereof.
6. **Cancellation of Order:** You may at any time, up to the point where you are advised of a scheduled installation date, cancel your order and receive a refund of any monies paid, minus an administration charge of \$250. After the job is scheduled, up to 25% of the Estimated total cost that you signed, plus any reasonable unrecoverable costs, may be requested in the event that you do not wish to proceed.
7. **Your Estimate:** You understand that the estimated cost of your proposed system is based on information gained by EESS sales consultants during the initial site visit. The following should be noted:
 - a. The price of imported components of your system are subject to exchange rate fluctuations. For the purpose of generating your estimate prices have been assumed as remaining stable until installation.
 - b. EESS reserves the right to alter your component pricing PRIOR to ordering your equipment, and subject to you signing a variation if the foreign exchange rate for AUD against the USD falls below 74 cents.
 - c. All prices include GST.
 - d. While we endeavour to provide accurate estimates of system performance there are many variables such as, weather, grid voltages, shading, access to grid (black outs), etc. that will affect individual system performance. EESS provides estimates only and we not liable for variances from the estimates.

8. Final Price: Final confirmation of the price of the system supplied by EESS will occur on the day of installation. Any unforeseen costs or refunds resulting from the installation will be agreed with you in writing, as a Variation. We will forward a statement of adjustments reflecting this, after installation, and will provide a revised Final Invoice if necessary. Should our installers decide that changes to the materials and/or method of installation are required, they will be discussed with you and agreed before site work commences.

9. Extra costs: Your Estimate includes all costs assessed as accurately as possible, but further costs may be identified during a pre-installation site visit, on the day of installation by our electrician (e.g. faulty wiring or asbestos) or during the Occupational Health and Safety review (e.g. working at unusual heights, inadequate site access) and technical desk audit process (suitability of your installation site and aspect for the type of system you have paid a deposit on). EESS will not start work until you have agreed to any extra costs we identify, by signing a variation consent form.

10. Additional Costs: In some cases, customer installation sites may require appropriate electrical upgrades (e.g. to a meter box, a new meter, underground cabling). This work is outside of EESS normal responsibility but can be undertaken by EESS for an additional cost (and is subject to an additional estimate). If you engage an external third party to undertake this work, all expenses related to such electrical work should be paid directly to the party undertaking the work, and EESS will not be responsible for any associated expense, quality, adequacy or completion disputes. According to the installation address, the following should be noted:

a. Once we have completed your installation, an Accredited Service Provider (ASP) will need to install your new electricity meter. An ASP will charge you a supply & installation fee for this service. This may be included in your pricing proposal and arranged for you by EESS.

b. Any equipment upgrades must be conducted by a licensed electrician.

11. Timely Installation: EESS will make every reasonable effort to install your system in a timely manner. However, we will not be bound to meeting estimated or proposed delivery, installation or system completion dates as we have no control over for example, world-wide materials availability, peaks in demand created by changes in government legislation, inclement weather and/or other forms of force majeure. Delayed installation or grid connection is not a valid reason for claiming a refund or compensation from EESS.

12. System Capacity: System descriptions within the industry utilise nominal output capacities, and actual product may vary slightly from the broad descriptor e.g. a "3kW system" may have an actual rated capacity of say 2.9kW or 3.1kW. The system we supply may not be the exact capacity noted in your Estimate, but will fall within the nominal descriptor range.

We reserve the right to change product and system specifications without notice, but guarantee that replacements will be of an equal or superior quality and capacity.

13. Delivery and Storage: We may deliver your system materials to your installation site prior to the day of installation and/or require storage of system materials at your installation site overnight if the installation takes longer than one day. It is your responsibility to safeguard all delivered materials in a secure and dry location.

14. Title to components ("All Monies"): Title to the system does not pass from us until your Final Payment has been received in full.

15. Site Access: You agree that our representatives will have safe access to the installation site for the purposes of delivery and installation. EESS reserves the right to enter your property to recover any of its property, including unpaid goods. ("Avoiding Trespass")

16. Information, Privacy and Legislation: You will provide us with any information required by us to apply for any grant, rebate or other benefit which you may be entitled to receive, and you authorize us to apply for credit information about you, should we require it. The information collected by us may include "personal information" within the meaning of the Privacy Act 1988.

17. NSW Home Warranty Insurance: If the overall (gross) cost of your system exceeds \$20,000, the NSW Department of Fair Trading requires us to take out compulsory Home Warranty Insurance for your installation. The cost will be itemised on your Estimate and Invoice. Please note that this is not an EESS surcharge.

COMMUNITY BULK BUY – SALES ACCEPTANCE FORM

SYSTEM SIZE:	
INVERTER TYPE: SMA or Fronius	
BASE SYSTEM PRICE (including GST)	
NET SOLAR METER (including GST)	
TRAVEL	
OTHER EXTRA'S	
1.	
2.	
FINAL PURCHASE PRICE (including GST)	

I acknowledge that:-

I have read and understood this proposal

I agree with the proposed Works Required, Estimate for Works and Terms of the Pricing Schedule

I understand that with the Bulk Buy agreement, equipment is not purchased until 200kW of orders have been filled. Scheduled installation will be based on date of deposits received.

Name: (Please Print)

(Client or Authorised Representative)

Signed:

Date:

Residential Address:

Drivers Licence No:

Date of Birth:/...../.....

Please return to:

Or

email: sales@eess.com.au

**Eco Energy & Solar Solutions
1009 Armidale Road Nemingha NSW 2340**

We require a 10% deposit on acceptance of this proposal.

A further 40% progress payment will be required once the bulk buy is triggered to facilitate the purchasing of equipment.