

Schedule 4 - Terms & Conditions of Sale – 8/11/2016

1. INTRODUCTION AND GOVERNING LAW

These are the Terms & Conditions of Sale that apply to all purchases from Endless Solar Operations Pty Ltd ("Endless Solar") by any Customer of Endless Solar who is accepted into one of the stages of the Community Purchase Program ("Buyer").

These terms and conditions, along with the laws of the applicable States and Territories of Australia, apply to all transactions for the purchases of complete solar hot water systems and associated parts ("Products") from Endless Solar. These terms and conditions are the entire agreement between Endless Solar and the Buyer covering the sale of Products.

These conditions prevail even if they are inconsistent with anything in any earlier or later order form or similar document. Endless Solar does not accept liability for any statements, acts or omissions made by any third party promoters of products sold or offered for sale by or on behalf of Endless Solar. Except for terms implied by applicable legislation, Endless Solar does not offer or agree to any conditions, warranties, guarantees or representations, including but not limited to the quality, description or performance characteristics of the Products other than those set out in these conditions.

2. ORDERS AND PRICES

Issuing of a quote and the Buyer's payment of a \$500 deposit will constitute an offer to the Buyer to purchase Products and/or services ("Offer"). Acceptance of a quote occurs once it is checked, signed and returned to the buyer from Endless Solar. It is then deemed to be an order ("Order"). Endless Solar reserves the right at its absolute discretion to accept or not accept any order. Endless Solar does not guarantee that all Products will be available in stock at all times. An Order is deemed by Endless Solar and the Buyer to be acceptance of these Terms and Conditions of Sale.

The prices to be paid by the Buyer for all Products will be Endless Solar's proposed selling prices as published in Schedule 1 of this document or contained in a written quotation provided by Endless Solar, or any other value added services that have been quoted by Endless Solar, or requested by the Buyer.

Endless Solar reserves the right to change its prices from time to time without prior notice to the Buyer. However all Buyers who are purchasing a standard system, as part of one of the stages of the Community Purchase Program Agreement and who have pre-paid for their system will have their pricing honoured by Endless Solar.

All prices include Australian Goods and Services Tax (GST) at 10%. The GST payable by the Buyer will be shown on the invoice, supplied to the Buyer. Delivery charges to the Buyer's nominated address (if any) will be advised to the Buyer prior to shipment and will be shown on the invoice for the purchase.

Endless Solar will not be responsible for any errors in pricing. Endless Solar will notify the Buyer in the event of any pricing error Endless Solar becomes aware of, and the Buyer will have the opportunity to modify or cancel its Order within 7 days of such notification.

3. STOCK AVAILABILITY

Endless Solar does not guarantee that all Products will be available in stock at all times. Some orders will require stock or components to be manufactured to meet the Buyer's specifications or needs. If there is no stock being held by Endless Solar at the time Endless Solar receives and processes the Buyer's Order, Endless Solar will place the Order into its backorder system and will contact the Buyer to discuss and agree on delivery times.

4. QUOTES, ACCEPTANCE AND DELIVERY

All quotes accepted by the Buyer must include: the quantity and description of the Products being purchased, reference to the quotation number, the full street address to which the Product is to be installed, contact telephone numbers and email address (where applicable), the Buyer's name and current billing address to which invoices and receipt of payment are to be sent and any other information that is requested by Endless Solar. It is the Buyer's responsibility to ensure that all these details are included and are correct.

Endless Solar reserves the right to not proceed in fulfilling a quote in any of the following conditions:

- Where full payment or the \$500 deposit is not made in a timely fashion by the Buyer
- If the Buyer does not pay by direct bank deposit or one of the other payment methods accepted by Endless Solar
- Where any provider of finance or credit to the Buyer has not confirmed that finance will be provided in full prior to dispatch of the Product

Endless Solar will contact the Buyer as soon as possible after the Buyer places an Order. If Endless Solar does not accept the Buyer's Order for any reason, it will inform the Buyer.

5. PRICING

Prices quoted for the Products will be current for a maximum of seven (7) days, and unless otherwise stated do not include freight, insurance, goods and services tax (GST) or any duties, levies or other incidental costs, which shall also be payable by the Buyer. Product prices and related other costs are subject to increase where there is a variation in the rates or costs or method of

assessment of any component of the pricing before completion of the contract. Where there is a discount or promotional offer, such discount or promotional offer may not be used in conjunction with any other discount or promotional offer. Endless Solar reserves the right to change its prices from time to time and without prior notice to the Buyer.

Except where specified and itemised on an invoice, prices do not include installation of any Products. Endless Solar will not be responsible for errors in pricing. Endless Solar will notify the Buyer in the event that Endless Solar becomes aware of a pricing error and either party will have the right to modify or cancel the relevant order within 7 days of notification by Endless Solar of a pricing error.

6. DELIVERY OF PRODUCTS

Any supply dates for Products are estimates only, and Endless Solar will not be liable for any delays whatsoever. Endless Solar will deliver the Products to the installation site or to their installer of choice. Endless Solar may deliver the Products itself or use its nominated freight carriers. The Buyer must pay for all costs of, or related to, delivery. Endless Solar will advise the Buyer of the likely delivery date(s) for Products ordered. The Buyer acknowledges that Endless Solar may, from time to time, be subject to production, delivery or other unforeseen delays and that certain components will be manufactured to special order.

The Buyer must pay for all expenses incurred in relation to delivery of the Products and storing any such Products and in any case not less than the commercial value of the storage space occupied by the Products. If the Products cannot be delivered due to the nominated delivery address being unattended upon arrival, Endless Solar reserves the right to invoice the Buyer for extra storage charges incurred as the result. If Buyer's Order has not been delivered within a reasonable time of the Buyer being notified of its dispatch by Endless Solar, the Buyer must contact Endless Solar in a timely manner.

7. PAYMENTS

Once Endless Solar has received confirmations, a signed quote and a \$500 deposit as cleared funds, the Products will be ordered by Endless Solar or the Products will be prepared for shipment.

Payment for Products purchased from Endless Solar can be made by direct deposit to Endless Solar's nominated bank account, by cheque or money order.

Title to Products passes to the Buyer when full payment is received in cleared funds by Endless Solar.

If the Buyer fails to make any payments when they are due, Endless Solar reserves the right to cancel an Order, demand return of goods and engage a collections agency to recover the monies. If the Buyer's account is placed with a collections agency, Endless Solar will be entitled to claim all reasonable expenses for collection, including damages and legal fees incurred in connection therewith.

8. CANCELLING AN ORDER

If the Buyer wishes to cancel part of an Order prior to shipment, the Buyer must contact Endless Solar immediately to reach agreement on the details of what is possible and what will take place. If the Product(s) has not been dispatched at that time Endless Solar will endeavour to accommodate the Buyer's request. In the event that an Order is cancelled, any and all costs incurred by Endless Solar will be deducted from monies paid or owed by the Buyer.

If a Buyer wishes to cancel an Order after it has been dispatched, the Buyer must contact Endless Solar to discuss the costs that will apply to this. Provided an Order is returned complete, undamaged and unopened in its original condition Endless Solar may apply a refund after deducting all costs including transport, handling, design and preparation. In this event Endless Solar may also apply a cancellation fee.

If any refund becomes due to the Buyer, Endless Solar may deduct from the refund any monies owed by the Buyer to Endless Solar and the relevant administration fee (the administration fee is 3% of monies paid if the Order is cancelled).

9. FREIGHT METHODS

Endless Solar will arrange delivery of all Products to a central warehouse, for the Buyer to pick up, using freight carriers nominated by Endless Solar. Any delivery/freight costs for initial delivery only will be paid for by the Buyer, under the agreement made with the Buyer.

By prior agreement, the Buyer can also arrange its own freight, at its own cost, to collect the Products from Endless Solar. In this event, risk in the Products passes to the Buyer at the time of collection. Endless Solar shall not accept liability for any loss or damage incurred during any transport arranged by the Buyer. Endless Solar shall not accept liability for any loss or damage incurred after the delivery has been completed.

10. SMALL-SCALE TECHNOLOGY CERTIFICATES (STC's)

The Buyer acknowledges that STC's are subject to an approval process and the processes and the creation of STC's are regulated by the Clean Energy Regulator (CER). Where a Buyer is eligible to receive STC's, the Buyer can elect to appoint Endless Solar's suggested processing bureau to administer the STC process. The Buyer may also choose to make other arrangements with regards to their STC rebate.

The Buyer may elect to hold or surrender STC's generated from their purchase. In each situation, the Buyer is responsible for completing all required forms honestly and in full, for providing all authorised signatures and for submitting all forms to their nominated bureau.

To assist the Buyer with the STC claim process, Endless Solar will prefill the STC claim forms with the Buyers' details and will send the prefilled forms the Buyer. The Buyer then will need to follow the instructions of the processing bureau in terms of how to fill the form, what documents to provide, and where to send all the paperwork.

The suggested bureau would be a separate entity to Endless Solar and unless otherwise stated by Endless Solar in writing, did not and will not have any affiliation with Endless Solar. Therefore, Endless Solar will not accept any responsibilities in terms of their performance or when and how the STC claims will be processed. The Buyer will need to contact the processing bureau of their choice with regards to any enquiries about their STC claims.

11. SPECIFICATIONS

Endless Solar offers its Products by specification. Any performance figures Endless Solar provides are approximations and only for general guidance: a particular performance figure, even after allowing an approximation tolerance, may not be obtainable continuously or in all circumstances. Dimensions and specifications are all subject to tolerances and may be a little more or less and are also subject to minor variations between similar items. Endless Solar is not supplying any advice of any nature. The provisions of this clause apply despite any comment or representation made or implied by or on behalf of Endless Solar or any third party. The Buyer must not rely on any advice, representation, prior agreement, or negotiation by Endless Solar, its agent or any third party unless made in writing and signed by an Endless Solar divisional manager.

Endless Solar reserves the right to vary the specifications or performance criteria of any Product from time to time and to obtain products from different sources, at its absolute discretion. Endless Solar may do that without telling the Buyer provided that Endless Solar has reasonable grounds for believing that the alternative product offered is substantially similar to that previously offered or represents an improvement.

12. DEAD ON ARRIVAL (DOA)

A Product is deemed to be DOA if it fails to function according to its specifications within 7 days of the Buyer collecting the Product.

If the Buyer believes that a Product or part of a Product is DOA, it must immediately contact Endless Solar to report the DOA. If it considers the Product to be DOA, Endless Solar will make arrangements for the return of the Product or part of the Product. Endless Solar will pay the freight cost associated with the return of any Product that is determined by Endless Solar to be DOA, at its discretion, provided that the Buyer uses Endless Solar's nominated freight carrier. Endless Solar will deliver a replacement Product or components to the Buyer promptly upon receipt of a product that it agrees is DOA. Endless Solar may request that a qualified plumber, hydraulics engineer or other tradesperson inspect the product for faults, workmanship, conformance with OH&S guidelines and correct installation procedures at the cost of the Buyer. Endless Solar may request that digital photos be taken and forwarded to Endless Solar to document any claim.

13. INCORRECT SUPPLY OF ORDER

It is the responsibility of the Buyer to confirm that all items purchased have been received.

If due to a warehouse or other error on the part of Endless Solar, the Buyer receives a Product which does not conform to its order, the Buyer must contact Endless Solar within 7 days of delivery. Before returning a Product, the Buyer must contact Endless Solar to agree on a solution and to obtain return instructions. After returning the original Product to Endless Solar, provided that the returned Product is in new condition, the correct order will be dispatched to the Buyer. It is the responsibility of the Buyer to confirm that all items purchased have been received. If the Buyer discovers any discrepancy, the Buyer must inform Endless Solar in writing within 7 days of receipt. Endless Solar will not recognise any claim for a shortage or error in a delivery if the claim is not made within 7 days of delivery.

14. PRODUCTS DAMAGED IN TRANSIT

Claims for any alleged damage to Products in transit from Endless Solar to the destination specified by the Buyer must be notified to Endless Solar within 7 days of the Buyer receiving the Product and the consignment note must be marked as "Received Damaged". The Buyer must contact Endless Solar and obtain return instructions. The Buyer must also supply a copy of the consignment note to Endless Solar. Endless Solar may elect to provide replacement or components and in the manner it deems appropriate at its sole discretion. Endless Solar may request that digital photos be taken and forwarded to Endless Solar to document any claim.

15. LIABILITY

All conditions, terms and warranties that are or might otherwise be implied by law, practice, trade usage or international convention, are excluded to the fullest extent permitted by law.

Endless Solar does not seek to exclude its legal liability (if any) for any death or personal injury which is caused by its negligence. However, even where Endless Solar is liable for death or personal injury Endless Solar is not liable for any associated Consequential Damage. Also, Endless Solar is not liable to the extent that something was caused or contributed to by the Buyer's negligence or by the negligence of the Buyer's contractors or agents or of any third party.

Provisions of the Competition and Consumer Act and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any provisions of those types do apply, then to the extent

permitted by law Endless Solar's liability under those provisions is limited as follows - in the case of goods, to replacement of the goods or the supply of equivalent goods; or repair of the goods; or payment of the cost of replacing the goods or of acquiring equivalent goods; or payment of the cost of having the goods repaired; and in the case of services, to supplying the services again or the payment of the cost of having the services supplied again.

Except as stated above, Endless Solar is not liable for, and the Buyer does not rely on being able to claim against Endless Solar for, any loss or damage or Consequential Damage under or in relation to any agreement for Endless Solar to supply goods or services or anything done or omitted in that regard or for that purpose, or in relation to any representation or conduct before, under or in respect of any order, and whether or not the possibility or potential extent of the loss or damage or Consequential Damage was known or foreseeable whether in contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty (if any) and whether or not the act or conduct was authorised or required. Consequential Damage in these conditions includes but is not limited to loss of use, lost production, lost income or profits, loss of opportunity, lost savings, increased or wasted expenses, delay or lost time, increased operating costs, wasted or increased financing costs, loss of or unavailability of or damage to tangible or intangible property, claims made against the Buyer by others, losses or costs or expenses associated with identification, investigation, assessment, repair, replacement or servicing and any other economic loss or damage and any other special, indirect or consequential loss or damage.

16. THIRD PARTY APPROVALS

The Buyer is responsible for making their own enquiries and for obtaining any approvals (such as local Council approvals, development application approvals, and landlord or strata body approvals if necessary) prior to ordering and installing the Products.

17. PRODUCT WARRANTIES

Endless Solar needs to receive the warranty activation form, filled and signed by the original installer at the time of install. The warranty activation form confirms that the system is installed as per Endless Solar recommendations. Endless Solar will use its reasonable endeavours to obtain for the Buyer the benefit of any warranty from the manufacturer of any Products that are not manufactured by Endless Solar. This provision does not require Endless Solar to commence legal proceedings or incur legal costs. Endless Solar may make certain endeavours to ensure that the Products are sourced from reputable and qualified manufacturers based on appropriate product model or type certifications, by making preliminary enquiries about suppliers and by making preliminary checks or certifications. It is not practicable to test individual items for compliance or defects prior to supply.

Full details on warranty coverage and exclusions applicable to Endless Solar Products are contained in the installation and user manual provided with the Product.

Where the Buyer has any questions relating to the specific warranty conditions of any Product not manufactured by Endless Solar, it should refer to the manufacturer's website. Please refer to the manufacturer's website for their specific warranty conditions. Please note in particular the following provisions of that warranty: to validate the warranty the Product must be installed in accordance with the installation manual, and the Buyer must complete the installation report (found in the back of the installation manual) and return the completed report to Endless Solar. A failure to complete these steps may invalidate the warranty.

If the Buyer wishes to make a claim under warranty, a copy of the original invoice/receipt must be provided with any claim. Before any warranty claim is processed, any suspected faults must be diagnosed at the cost of the Buyer, by a qualified installer/plumber/hydraulic engineer, preferably the original installer/plumber/hydraulic engineer. In some instances additional testing such as water quality, water pressure will be requested at the expense of the Buyer.

The warranties applying to the various components supplied by Endless Solar will be shown on the Buyer's quote. Any warranty claims shall be lodged with Endless Solar. The Buyer agrees for Endless Solar to provide the Buyer's contact details, and any other information necessary to fulfil any warranty claim with any third party supplier. If the Buyer wishes to make a claim under warranty, a copy of the original invoice/receipt must be provided with that claim. The terms and conditions that apply to warranties for components in a Product will be specified by the manufacturer of that component.

18. PUBLICITY

Endless Solar may use the Buyer's name in promotional materials, including press releases, presentations and customer references regarding the sale of any goods. The Buyer has the option to opt-out during their initial online registration and also by contacting Endless Solar within 14 days of collecting their system. The Buyer gives that permission free of charge for worldwide use in any medium. However, Endless Solar will obtain the Buyer's prior approval for such publicity that contains quotes or endorsements attributed to the Buyer.

19. GENERAL PROVISIONS

Assignment and Subcontractors. Endless Solar may, and the Buyer must not, assign any part or the whole of any right or benefit of any contract Endless Solar has with the Buyer. Endless Solar may choose to use one or more subcontractors to fulfil its obligations.

Variation. These conditions can only be varied in writing by one of Endless Solar's directors or approved divisional managers signing a document which states the variation, and the transaction to which the variation applies.

Blanks. Endless Solar may complete any blanks on any relevant document, on the Buyer's behalf.

Personal information and privacy. Endless Solar may collect personal information in connection with its dealings with the Buyer. If so, Endless Solar will abide by its privacy policy, a copy of which is available on request.

Governing Law. These conditions are governed by and are to be interpreted according to the laws in force in all the states and territories of Australia and the Buyer submits to the non-exclusive jurisdiction of the courts operating in Australia.

20. AMENDMENT OF TERMS AND CONDITIONS

Endless Solar may change these terms and conditions from time to time at its sole discretion.