

PAYING TOO MUCH FOR POWER?

Isn't it time you went solar?

TERMS AND CONDITIONS OF SALE

1. Quote

- Beacon Solar will provide the Customer with an Estimate which will include –
 - The total cost of the System including labour and delivery costs (including GST); and
 - The total cost of the System (including GST) after the discount allowed in exchange for assignment of the STCs by the Customer to Beacon Solar.
- If, after receiving the estimate from Beacon Solar, the Customer notifies Beacon Solar that they would like to proceed, Beacon Solar will inspect the Site (either in person or by using satellite imagery analysis) and provide the Customer with a Quote. The Quote may vary from the Estimate as a result of variables (eg. Access to, height and condition of the roof, condition of building etc).
- Beacon Solar may vary the Estimate or Quote at any time if the Law changes.
- Any Estimate and Quote will be valid for 14 days from the date of issue.
- The Customer will be bound by this Agreement on acceptance on the Quote and payment of the Deposit.
- If work needs to be performed outside the Quote, Beacon Solar will notify the Customer of the additional work and, where applicable:
 - The cost of Beacon Solar performing the work; or
 - The cost of a third party performing the work.

The Customer may either request Beacon Solar to proceed with the work, either itself or a third party, in which case the Customer must pay the costs on request. Alternatively, the Customer may arrange for the work to be performed at the Customer's cost.

2. Estimated Productivity

- Beacon Solar will provide the Customer with an estimate of the System's productivity, including details as to basis for the estimate and relevant disclaimers (eg. Productivity will vary depending on household size and usage, weather, surroundings etc).
- The Customer acknowledges that:
 - Whilst Beacon Solar will provide the Customer with an estimate of the System's productivity, Beacon Solar does not make any representations or warranties as to the performance of System at the Site or the suitability of the System for the Site;
 - The actual productivity of the System at the Site will vary depending on location of the Site and surroundings, orientation of the System, usage of the System, weather, surroundings, maintenance of the System and other matters outside Beacon Solar's control; and
 - Any advice, recommendation, information or representation provided by Beacon Solar as to the quality or performance of the System or its suitability for a particular purpose or otherwise in relation to the System is given in good faith but without any liability or responsibility on the part of Beacon Solar;
 - Before accepting the Quote, the Customer has had an opportunity to make, and has made its own enquiries regarding the productivity of the System and likely cost savings for the Customer if they install the System and, in accepting the Quote, has not relied on any written or verbal comments, information, warranties, representations or undertakings (financial or otherwise) made by Beacon Solar or anyone acting or purporting to act on behalf of Beacon Solar;
 - They have exercised their own judgement in relation to any promises, warranties, representations or undertakings made by Beacon Solar or anyone acting or purporting to act on behalf of Beacon Solar;
 - All promises, warranties, representations or undertakings (express or implied) are excluded and the Customer must not make any claim against Beacon Solar or anyone acting or purporting to act on behalf of Beacon Solar in respect of any alleged promise, warranty, representation or undertaking (express or implied).

3. Installation

- Once the Customer has accepted the Quote and paid the Deposit, Beacon Solar will provide the Customer with an estimated start date and completion date for installation of the System. Beacon Solar will notify the Customer of any changes to the estimated start date and completion date as soon as practicable.

- The Customer warrants that:
 - They own the Site or have the permission of the owner(s) of the Site to install the System; and
 - Before the estimated start date provided by Beacon Solar, the Customer will ensure that:
 - The Site is ready for installation (ie. All electrical, plumbing and installations at the Site comply with all Laws and meet all the necessary standards and requirements); and
 - All government or other approvals necessary for the installation of the system have been obtained.
- The Customer will be responsible for:
 - The costs of the System, regardless of whether they own the Site or not; and
 - All costs associated with ensuring the Site is ready for installation of the System on the estimated start date.
- Beacon Solar may engage third parties to install the System on its behalf.
- The Customer may purchase a System from Beacon Solar and arrange for the System to be installed by someone other than Beacon Solar, in which case the Customer is responsible for all costs associated with installation.
- When Beacon Solar inspects the Site they will advise on the optimum position on the roof for the System (eg. north west facing where possible). If the Customer requests that Beacon Solar install the System in another position the Customer:
 - Acknowledges that productivity may be affected if the System is installed in a position other than the optimum position; and
 - Agrees that it will not make any claim against Beacon Solar or anyone acting or purporting to act on behalf of Beacon Solar in respect of any reduction in the System's productivity as a result of its position.
- Beacon Solar will have the ability to place an sign, advertising the System and Beacon Solar's services, in the form, at the location on the Site and for the period of time reasonably required by Beacon Solar.
- The Customer must provide Beacon Solar with reasonable and proper access to the Site for the purpose of delivering and installing the System, arranging for the signing of documents relating to the installation of the System and connection of the System to the electricity grid if applicable.
- Beacon Solar will provide the Customer with the System Manual on completion of installation of the System.

4. Performance of Contract

- Any period or date for delivery and installation of the System stated by Beacon Solar is intended as an estimate only and is not a contractual commitment. Beacon Solar will use its best reasonable endeavours to meet any estimated dates for delivery and installation of the System.
- If delivery of the System is delayed or prevented by circumstances beyond Beacon Solar's control, including that the Customer is not able to accept delivery, the Customer will pay all costs associated with delivery, storage of the System, insurance and any other costs incurred whilst making further attempts to deliver the System.
- Beacon Solar may unilaterally:
 - Delay installation of the System for any period; or
 - Cancel this Agreement at any time,
At any time (eg. If there is a shortage of stock, if the installer is unavailable, weather and other circumstances outside Beacon Solar's control) by giving notice to the Customer, without any liability whatsoever.
- The Customer will not reject delivery of the System due to a delay in delivery.
- If Beacon Solar cancels this Agreement due to the Customer's conduct (eg. Failure to ensure the Site complies with all Laws, sale of house etc.), Beacon Solar may retain an amount equal to 10% of the Deposit to cover Beacon Solar's costs.
- If the Customer causes any delays to the installation of the System, the Customer must pay to Beacon Solar, on request, an amount equal to Beacon Solar's loss as a result of the delays.

5. Price and Payment

- The Customer must pay the Deposit on acceptance of the Quote and must be paid in full to Beacon Solar prior to Beacon Solar arranging for the system to be inspected or relevant paperwork submitted for meter changeover or connection to the grid. On the day of installation, proof of payment may need to be provided to the installer.
- The Customer must pay all money due to Beacon Solar without deduction, set-off, withholding or counterclaim as set out on the invoice. The invoice overrides the Estimate and Quote.
- The Price is inclusive of GST.
- Beacon Solar offers a range of different payment options – see the Beacon Solar website for details.
- The Customer must pay any additional costs incurred by Beacon Solar due to unforeseen circumstances after installation commences (eg. Safety issues such as the discovery of asbestos, changes to government rebates etc.) to Beacon Solar on request. Beacon Solar will notify the Customer of any additional costs as soon as practicable and before undertaking any work outside the Quote.

6. Risk and Insurance

- The risk in the System and all insurance responsibility for theft, damage or otherwise in respect of the System will pass to the Customer immediately on delivery of the System to the Site.
- If the System remains on Beacon Solar's premises due to the failure by the Customer to take delivery, the System will be at

the Customer's risk from the date and time of attempted delivery.

- The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of the System.

7. STCs

- The Customer may, at its option, assign the STCs to Beacon Solar in exchange for a discount on the total cost of the System.
- If the Customer decides to assign the STCs to Beacon Solar, the Customer must sign all documents and do all things necessary to assign the STCs to Beacon Solar and ensure that they satisfy all conditions attached to the STCs eg. The System must remain installed.
- Beacon Solar may assist the Customer, as Beacon Solar considers reasonably necessary, to complete and lodge the documents required to assign the STCs.
- If:
 - The Customer fails to comply with its obligations in order to assign the STCs to Beacon Solar; or
 - The STCs cannot be assigned to Beacon Solar,
The Customer must pay the amount equal to the value of the STCs to Beacon Solar on request.

8. Warranty

- Beacon Solar will provide the Customer with a Warranty on completion of installation of the System on the following terms:
 - The Customer must have paid the Price in full;
 - The Customer must sign and deliver to Beacon Solar, all documents and payments relating to the Warranty requested by Beacon Solar within the time frame specified by Beacon Solar;
 - The Customer must retain all documents (eg. Invoice, warranty certificate) relating to the Warranty required by Beacon Solar and produce those documents to Beacon Solar when making a Claim;
 - The Customer must notify Beacon Solar of any Claim within 30 days of becoming aware of any failure by the System to meet the Warranty;
 - The Warranty will not apply where the efficiency of the System has been reduced as a result of:
 - Incorrect installation of the System (where the Customer arranges for the installation of the System by someone other than Beacon Solar);
 - Damage to the System;
 - Misuse of the System (eg. The Customer fails to follow the System Manual);
 - Neglect (eg. The Customer fails to properly maintain the System);
 - Fair wear and tear;
 - Interference with or alteration of the System by the Customer or third parties (eg. Modification, repair, maintenance, testing of the System other than as authorised by Beacon Solar);
 - Accident;
 - Act of God;
 - Power surges; or
 - Some other occurrence on the Site not caused by Beacon Solar (eg. The Customer continues using the System after becoming aware of damage) or outside Beacon Solar's control (eg. Fire);
- The period for which the Warranty is to apply has expired;
- The Warranty is achieved when the System is tested by Beacon Solar;
- The Customer grants to Beacon Solar the right to inspect and test the System;
- Beacon Solar only responsible for claims approved by Beacon Solar in writing.

9. Defective System

- Beacon Solar will ensure the System meets Australian standards and is not a Defective System.
- The Customer must advise Beacon Solar within 30 days of the installation of the System, if the System is a Defective System, otherwise the Customer will be deemed to have accepted the System.
- Beacon Solar will only be obliged to repair or replace the System and, if applicable, resupply the services relating to the System, if Beacon Solar accepts that the System is a Defective System and the Customer has complied with Beacon Solar's conditions for repair or replacement. Beacon Solar will not be liable for any delays in repairing or replacing the Defective System.
- If Beacon Solar does have to replace the System and that particular System has been discontinued, Beacon Solar may install what it considers the closest available solar system.
- Any defective parts of the System replaced under this Agreement belong to Beacon Solar.
- The commencement date of any relevant warranty is the date on which the original System was first installed, not when any parts or the System is repaired or replaced.
- If a dispute arises (including as to the quality of the System), the Customer must accept and pay for the System and settle any claim with Beacon Solar at a later date.

10. Limitation of Liability

- Except as specifically set out in this Agreement, or contained in any warranty or statement provided with the System, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the System, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- Beacon Solar is not liable for any indirect, consequential, special, economic or punitive losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
- Beacon Solar will not be liable for any loss or damage suffered by the Customer where Beacon Solar has failed to meet any delivery date or cancels or suspends the delivery and/or installation of the System.
- Nothing in this Agreement is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any Laws applicable to the sale of the System or supply of services in relation to the System which cannot be excluded, restricted or modified.
- If Beacon Solar incurs costs in assessing the Customer's warranty claim, Beacon Solar may require the Customer to reimburse Beacon Solar if claim is not approved.

11. Default

- If the Customer:
 - Defaults in payment by the due date of any amount payable to Beacon Solar;
 - Fails to comply with any of this Agreement;
 - Becomes Insolvent;
 - Has execution levied against it; or
 - Ceases or threatens to cease carrying on a business,

Then the Customer will be in default under this Agreement and all money which would become payable by the Customer to Beacon Solar at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Beacon Solar may, without prejudice to any other remedy available to it under this Agreement or in law or equity do one or more of the following:
 - Charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 2 per cent, calculated daily, for the period from the due date until the date of payment in full;
 - Immediately recover possession of the System (and the Customer authorises, or will procure relevant authority for, Beacon Solar or its agents to do so);
 - Charge the Customer for, and the Customer must indemnify Beacon Solar from, all costs and expenses (including without limitation all legal costs and disbursements on an indemnity basis) incurred by it resulting from the default or in taking action to enforce compliance with these Term or to recover the System; and
 - Sue the Customer for breach of contract.
- Without effect on the accrued rights of Beacon Solar under this Agreement, at Law or otherwise.

12. Passing of Property and Risk

- Until full payment in cleared funds is received by Beacon Solar for the System supplied by it to the Customer, as well as all other amounts owing to Beacon Solar by the Customer (which payments are not to any extent subsequently claimed or clawed back by any person standing in the place of or representing the Customer):
 - Title and property in the System remains vested in Beacon Solar and does not pass to the Customer;
 - The Customer must hold the System as fiduciary bailee and agent for Beacon Solar;
 - The Customer will not dispose of the System;
 - If applicable:
 - The Customer is required to hold the proceeds of the sale of the System on trust for Beacon Solar in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee and will pay such monies immediately on request to Beacon Solar;
 - The money received for the sale of the System, will be held in trust for Beacon Solar (to the maximum extent that such "trust" monies represent the total outstanding debt owed to Beacon Solar on all accounts by the Customer (and will pay such monies immediately on request to Beacon Solar));
 - The Customer has no right or claim to any interest in the System to secure any liquidated or unliquidated debt or obligation Beacon Solar owes to the Customer;
 - The Customer cannot claim any lien over the System;
 - The Customer will not create any absolute or defeasible interest in the System in relation to any third party, except with Beacon Solar's prior written consent;
 - The Customer:
 - Must not allow any person to have or acquire any security interest in the System;
 - Must insure the System for their full insurable or replacement value (whichever is higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business;
 - Must not remove, deface or obliterate any identifying mark or number on the System.
 - If the Customer fails to pay for any System within the period required by Beacon Solar:
 - Beacon Solar may without notice, enter the Site and remove the System, and for this purpose the Customer irrevocably

licences Beacon Solar to enter the Site and also indemnifies Beacon Solar from and against all costs, claims, demands or actions by any party arising from such action;

- If required, the Customer will assign to Beacon Solar any rights of the Customer to any outstanding money relating to the re-supply of the System. The Customer irrevocably appoints Beacon Solar or its nominee as its attorney to sign all documents and do all things necessary to assign the debts to Beacon Solar under this section, where the Customer has failed to do so within 7 days of receiving written notice to do so, and ratifies any acts the attorney lawfully does or causes to be done with respect to any such assignment of debts.

13. Changeover

- The Customer warrants that, before entering into this Agreement, they have made their own enquiries as to potential cost savings of the System, additional costs to be incurred as a result of the System and the processes and steps which the Customer needs to undertake once the System has been installed (eg. liaising with their energy provider to ascertain what will happen with the Customer's meter, electricity tariff and electricity bill).
- The Customer is responsible for ensuring the meter board is up to standard and for all costs associated with meter connection or replacement and final connection of the System to the grid.
- The Customer is responsible for preparing and lodging all documents relating to the changeover to the System (eg. Change of meter, connecting the system to the electricity grid, move to the premium feed-in tariff etc. However, Beacon Solar will sign all documents and do all things necessary to enable the Customer to changeover to the System.

14. Information

- Beacon Solar will provide information and documents to Customers which have been prepared and provided by third parties (eg. Clean Energy Council, REC Registry, ORER REC eg. Zone calculations, information regarding the efficiency of the solar panels, information from the government eg. Tariff rates). Beacon Solar is merely passing on the information and documents for those third parties and makes no representations as to the accuracy of the information or documents.

15. Dispute Resolution

- If a dispute arises in relation to this Agreement which the parties are unable to mutually resolve using their best endeavours then the dispute will be referred to mediation administered by the Australian Commercial Disputes Centre (ACDC) in accordance with the then current ACDC Guidelines for Commercial Mediation which are deemed to form part of this Agreement.
- In the event that the dispute is not resolved within 21 days after appointment of the mediator (or such other period as agreed between the parties), the dispute will be submitted to expert determination in Victoria administered by the ACDC in accordance with the then current ACDC Rules for Expert Determination which are deemed to form part of this Agreement.
- The expert will not be the same person as the mediator.
- Nothing contained in this section will deny a party to this Agreement the right to seek injunctive relief where failure to obtain such relief would cause irreparable damage to the party concerned.

16. General Provisions

- Beacon Solar may vary these Terms at any time if the Law changes or as Beacon Solar reasonably requires as a result of changes to the requirements of the Federal or State governments..
- Any waiver by a party of a term of this Agreement must be in writing and will not constitute a waiver of subsequent breaches of the same or of a different kind.
- Failure by Beacon Solar to enforce any of this Agreement will not be construed as a waiver of any of Beacon Solar's rights.
- This Agreement is governed by the laws of State of Victoria and the parties submit to the jurisdiction of the Courts of that State and Courts competent to hear appeals from those Courts.
- If by reason of Uncontrollable Event, a party is unable to perform any of its obligations under this Agreement (not being an obligation to pay money and/or take out and maintain insurance) that party will be relieved of that obligation to the extent and for the period that they are so unable to perform provided that they use all possible diligence to remove the Uncontrollable Event as quickly as possible. The requirement under this Clause will not require the settlement of strikes, lockouts or other labour disputes, claims or demands by any government contrary to the wishes of the affected party.
- Each party must sign all documents and do all things necessary to give full effect to all of the agreements and arrangements contemplated by this Agreement and the rights and obligations of the parties under this Agreement.
- Each party indemnifies the other from and against all damages, costs, actions, claims, liabilities and demands resulting from the other party's breach of this Agreement.
- Beacon Solar and the Customer must, at their own expense, do all things necessary to comply with all Laws (eg. Occupational health and safety);
- The provisions of this Agreement will be separate and severable from each other to the extent that if any provision or provisions are considered to be inoperative then the remaining provision or provisions will be binding on and enforceable by the parties.
- The Customer may transfer this Agreement provided it obtains Beacon Solar's prior consent, which consent must not be unreasonably withheld, and complies with any conditions reasonably required by Beacon Solar. Any change in the Control of the Customer will, for the purposes of this Agreement, be regarded as a transfer of this Agreement.

- The Customer, by signing this Agreement, consents to the transfer by Beacon Solar of its interest in this Agreement. The Customer must, at Beacon Solar's request and expense, sign all documents required by Beacon Solar to give effect to a transfer under this Clause.
- A notice must be in writing and handed personally or sent by facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile are deemed received on the facsimile machine confirming transmission.
- No agent, employee or representative of Beacon Solar will have any authority whatsoever to bind Beacon Solar to any affirmation, representation, warranty or condition concerning the System sold under this Agreement unless such affirmation, representation, warranty or condition is specifically included in writing within this Agreement.

17. Definitions

In this Agreement:

- "Agreement" means the agreement between Beacon Solar and the Customer for the delivery, supply and, if applicable, installation of the System, and includes this Agreement;
- "Beacon Solar" means Beacon Solar Pty Ltd ACN 126 617 052 trading as "Beacon Solar".
- "Claim" means a claim by the Customer that the System is not performing in accordance with the Warranty;
- "Control" means control of the composition of the Customer's board of directors, the ability to cast or control the casting of, more than half the maximum number of votes that might be cast at a general meeting of the Customer or the holding of more than half the issued share capital of the Customer;
- "Customer" means the person, firm or corporation, jointly and severally if there is more than one, to whom Beacon Solar has supplied the System, and includes any subsequent owner of the Site;
- "Defective System" includes a System which:
 - In the reasonable opinion of Beacon Solar is defective or damaged;
 - In the reasonable opinion of Beacon Solar or any Government Agency, will or may cause harm, injury or illness to any person;
 - Cannot be used or sold or is deemed unfit for use due to:
 - A reasonably perceived risk of defect;
 - An order of any Government Agency;
 - Otherwise are not manufactured or supplied in accordance with this Agreement;
- "Deposit" means the non-refundable deposit equal to 10% of the total cost of the System inclusive of GST but before deducting any discount allowed in exchange for assignment of the STCs by the Customer to Beacon Solar, or such other amount as is agreed between Beacon Solar and the Customer;
- "Estimate" means an estimate of the total cost of the System (including GST) provided by Beacon Solar to the Customer;
- "Government Agency" means:
 - Any government or government authority, department or other body in Australia;
 - Any governmental, semi governmental or judicial person in Australia; or
 - A person (whether autonomous or not) who is charged with the administration of a law in any jurisdiction in Australia;
- "GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999;
- "Insolvent" means if the Customer has their property seized under any distress or execution, enters into a scheme or arrangement with creditors or if any step is taken to appoint a receiver, receiver and manager, trustee in bankruptcy, liquidator, provisional liquidator, administrator or any other similar person of all or part of the Customer's property or undertaking and/or the Customer stops payment of or, in Beacon Solar's reasonable opinion, is unable to pay its debts when due.
- Law(s) means all legislation, regulations, by-laws, codes of practice and other industry standards and Government agency requirements which relate to the delivery, supply and installation of the System or otherwise apply to this Agreement and includes the amended, extended, consolidated or replacement legislation, regulation, by-law, code of practice or other requirement;
- "Loss" means any damage, loss, liability, cost, charge, expense, penalty, outgoing or payment (whether direct or indirect, consequential or incidental) including legal costs and expenses on a full indemnity basis;
- "Price" means the amounts payable by the Customer to Beacon Solar for the System and as varied in accordance with this Agreement (eg. To cover additional work).
- "Warranty" means the 25 year performance warranty provided by Beacon Solar to the Customer, details of which are set out in this Agreement;
- "Quote" means the formal quote provided by Beacon Solar to the Customer after Beacon Solar has inspected the Site;
- "STCs" means small-scale technology certificates.
- "Site" means the site at which the System is to be installed, as notified by the Customer to Beacon Solar.
- "System" means the solar system supplied by Beacon Solar to the Customer;

- “System Manual” means any and all instruction booklets, manuals, guides and other instructions supplied by Beacon Solar to the Customer which will set out operation, maintenance and safety information relating to the System, and includes any such documents supplied by the manufacturer of the System;
- “Terms” means this Agreement and Conditions of Sale;
- “Uncontrollable Event” means anything which is not reasonably within the control of the party affected including natural disasters, strikes, transportation delays, delays caused by government) and in the case of the supply and installation of the System by Beacon Solar, includes inclement weather or delays caused by the Customer or due to other repairs or maintenance having to be carried out.

18. Interpretation

In this Agreement unless the context otherwise requires:

- Words importing the singular include the plural and vice versa;
- Words importing any gender include all other genders;
- Words importing persons include corporations, all bodies and associations corporate or unincorporate and vice versa and includes their heirs, successors, permitted assigns and transferees;
- Any agreement, warranty, representation, obligation or liability which binds or benefits 2 or more persons under this Agreement binds or benefits those persons jointly and severally;
- Any reference to a statute or statutory provision includes any statutory provision which:
 - Amends, extends, consolidates or replaces; or
 - Has been amended, extended, consolidated or replaced by, that statute or statutory provision and any other orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- Headings are included for convenience only and will not affect the interpretation and construction of this Agreement;
- Any reference to “includes” or “including” means “includes without limitation” and “including without limitation”;
- Any thing or amount is a reference to the whole and each part of it;
- Examples contained in this Agreement are descriptive only and are not intended to be exhaustive.

