

# Terms and conditions...

## MCELROY FAMILY PTY LTD TRADING AS 4SHORE SOLAR CONTRACT DOCUMENT: TERMS & CONDITIONS

1. The overall sale price is dependent on the Small Scale Technology Certificate's (STC's) value. If the STC's value decreases by more than 15-20% in the period between the time of sale and installation, 4shore reserves the right to adjust the sale price accordingly.
2. If there is any change to the RET Program, 4shore reserves the right to adjust the price accordingly with the fluctuation of the STC's multiplier.
3. The total cost of the installation less the deposit paid is payable on the day of the installation and all paperwork for final safety inspection will be processed then.
4. After installation, the customer agrees to sign over the STCs to McElroy Family Pty Ltd T/AS 4shore Electrical & Solar or its nominated agent. If the customer wishes to retain the STCs, this can be facilitated but the customer will be required to pay the full price of the system at the time of installation.
5. The STC's value of the system is based on the current RET Program from the Australian Federal Government.
6. If the installation is outside the standard installation, 4shore reserves the right to collect an extra charge (as detailed within this document - Price and Payment).
7. This Agreement is subject to a 10 business day cooling off period from the point of contract and a full refund within this period.
8. This agreement DOES NOT include the cost to purchase and install the new meter nor any cost associated with re-configuration of the new meter to accept solar.
9. Feed in tariffs or solar electricity buy back schemes are governed by State and Territory laws and 4shore accepts no responsibility if these laws change in any way affecting the system's return on investment.
10. System performance fluctuates with varying environmental conditions, and system performance is affected by shading caused by nearby structures or objects. The Customer acknowledges that the calculated system power generation is an approximation.

Please read carefully and indicate WHETHER YOU ACCEPT THE TERMS & CONDITIONS set out below before you sign your application. These terms and conditions will be part of your contract with us ("Contract"). The commencement date of the Contract is the date you accept the offer by signing the Acceptance Document.

### Nature of Contract

This Contract Document is a contract for sale and installation of the relevant system(s) at the address shown in the Offer. It is not a contract to install a system or to connect a system to the electricity grid.

### Definitions

"Agreement" means a written agreement for the sale and purchase of Goods and Services to which these Terms and Conditions apply.

"Buyer" or "Customer" means the person or legal entity identified in the Seller's Quotation.

"Contract" means the contract between the Buyer and the Seller for the Buyer to purchase, and the Seller to supply, Goods and Services in accordance with the Terms and Conditions.

"4shore" will be known as McElroy Family Pty Ltd T/AS 4shore Solar in this contract between the Buyer and Seller.

"Completion" is date when the Goods are installed at the Premises

"Goods & Services" means the goods and or services described in an Order that is accepted by the Seller and includes all goods or parts used in the installation in accordance with these Terms and Conditions.

"Government" refers to the Australian, a State or a Local Government, or a Department, Agency, Authority or Office thereof.

"Installation" means installation of Goods which can include solar energy, electricals by the Seller at the Premises.

"Invoice" means any invoice for total work or Progress Payment invoice for a portion of the work outlined in the Seller's Quotation.

"Latent Conditions", means conditions or attributes on, over or under the Premises and any building, structure or improvement that forms part of the Premises that could not have been ascertained by visual inspection.

"Order" means a request for Goods and Services in the Quotation, submitted by the Buyer to the Seller.

"Premises" means the land, building, structure or improvement where the Goods are to be installed or the Services performed, by the Seller.

"Price" means the price for the Goods and Services stipulated in the Quotation.

"Quotation" means the Seller's written quotation for the Goods and Services in the Buyer's Quotation Request.

"Quotation Request" means a written or verbal request for Goods and Services by the Buyer to the Seller, for Goods and Services in accordance with the Terms and Conditions.

"Seller" means 4shore and any authorised representative of the Seller.

"Force Majeure Event" includes but is not limited to Act of God, war, fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, Wood, sabotage, or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, national defence requirements, latent conditions on or associated with the Premises, weather and the effects of weather and delayed or incorrect instructions and Data from the Buyer or any other even beyond the reasonable control of the Seller.

"Terms & Conditions" means the terms and conditions in this document and any additional terms and conditions in the Quotation. Terms and Conditions are subject to change.

### Purchase of Solar Goods

You agree to purchase the "Goods" as listed in the quotation, subject to the terms set out. 4shore agrees to sell you the Goods, which you have selected, install the Goods at the Premises subject to the terms set out in this Contract.

### Buyer Acknowledgement

The Buyer acknowledges that the goods received will be reasonably fit for purpose as per manufacturers specifications and the Consumer Goods Act. Installation of the goods will be to the standard of the relevant Electrical Installations standard.

The Buyer acknowledges that, unless otherwise agreed in writing, all intellectual property rights attached to the Goods or Services are and will remain the property of the Seller (or its supplier, where such rights are owned by that supplier).

The Buyer acknowledges and agrees that these terms and conditions are in full force and effect and are incorporated into every order.

Buyer acknowledges that there may be charges from 3rd parties such as the electrical network owner for the installation of meters and monitoring equipment. The charges for such equipment is not covered by 4shore and their installation criteria other than if it is written into the issued quotation for goods and services by 4shore to the client. Estimated costs for meters changeover and or reprogramming by the electrical networks or electricity provider are \$0 to \$1000 depending on customer configuration.

### Price and Payment

4shore will not perform any services including contract negotiations for Grid Connections with electricity distributors, until the deposit described (10%) is paid within 5 days of the acceptance of these Terms and Conditions.

The total amount payable less the deposit will be paid in full on the day of installation by direct debit, BPAY, cheque or credit card option as shown on invoice. 4shore reserves the right to charge interest on any overdue payment due under the agreement with the Customer at a rate of 15% per annum calculated on a daily basis.

4shore reserves the right to charge for additional items required for non-standard installations.

This may include but is not limited too:

Switchboard upgrades - \$500 to \$2500

Installation of RCD (Safety) Switches - \$100 - \$300 per unit

Raised Frames - \$100 per panel

Cathedral Ceiling / Excess Conduit works - \$250

Multiple Storey Installations - \$150 - \$1000 depending on height requirements

Meter Installation (if Required) - \$150 - \$1000 per unit

Clip Lock Feet - \$40 per panel

Smart Clamp - \$218 per unit

Smart Appliance - \$180 per unit

All prices stated above are approximate and exclude GST.

Quotations are valid for a period of 30 days only unless otherwise notified or confirmed.

A standard 20% deposit is required for all transaction deposits unless otherwise registered for 0 deposit finance terms.

Special provisions may be made per circumstantial basis as requested by client for a minimum 10% deposit.

4shore is not liable for any extra charges from 3rd parties other than what is outlined in writing to the client in contract between the two parties.

**A 10 day Cooling off period is applicable for all solicited and non-solicited sales.**

### Payment Plans / Financing

Finance options are available through independent 3rd parties.

The customer will be required to enter into a separate loan contract with the finance provider subject to finance approval under standard lending / credit assessment criteria. 4shore is not a party to the loan contract and bears no liability for any assessment outcomes.

4shore will provide a comparative cost of the same product if the customer was to purchase it outright;

Where 4shore enlists to assistance of a third party provider will provide a clear statement of fees and charges that apply in relation to the arrangement.

All questions and or complaints that arise about the management of the arrangement, scheduled payments, early pay out terms or any other query should be directed to the provider with whom the customer is or will be contracted too.

### Failure to Pay

If the customer fails to pay any amount that is due and payable under this Contract, 4shore reserves the right to charge interest on any overdue payment due under 4shore's agreement with the Customer at a rate of 15% per annum calculated on a daily basis.

You also agree to pay 4shore any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

4shore will not commence work requests for your solar meter until the final invoice is paid in full.

### Cooling off Period

This Agreement is subject to a cooling off period of 10 business days which is offered to all solicited and un-solicited sales.

During the cooling off period, the Customer may give notice to the Seller of rescission of this agreement. That notice must be in writing and delivered to the seller, either in person, electronically via email to info@4shore.com.au or the applicable sales person's email account or by pre-paid post addressed to the Seller.

**Within the 10 business day cooling off period the client is entitled to the refund of their full deposit with no charges.**

### Pre-Installation Site Inspection

The customer expressly warrants that the Premises are suitable for the installation of the Goods.

4shore is relying on your representations, that the Premises are suitable for the installation of the Goods, in completing and executing the Goods designer's certificate

in the Residential Application for Pre-Approval.

Despite the above clause, 4shore may conduct a site inspection of the Premises in order to confirm your representations, and in that regard:

1. You grant permission to 4shore and our employees, contractors and/or agents to enter the Premises where the Goods are proposed to be installed and commissioned, at any reasonable time; and
2. You agree to ensure you are present at the property for such site inspection, installation and/or commissioning, when and as reasonably required by 4shore or our employees, agents and contractors.

Our inspection does not relieve you of your responsibility to ensure that your representations about suitability are correct.

**Authority to Install**

You authorise 4shore (and its employees, agents or contractors) to install the Goods which you have selected, at the Premises.

Any additional costs associated with connecting the solar electricity system to the electricity grid in accordance with the above shall be the sole responsibility of you and you hereby agree to pay those additional costs to 4shore or any third party as and when directed.

You warrant that you are the owner of the Premises and agree to produce any evidence of ownership upon request by 4shore.

You must ensure that 4shore and its employees, agents and contractors have sufficient access to the Premises, at whatever times it or they may reasonably require, in order to install the Goods.

You agree to execute whatever documents 4shore may require, and to take whatever other action 4shore may require, in order to permit the installation of the Solar Goods and the connection of these Goods to the electricity grid.

You agree to ensure that 4shore (and its employees, agents or contractors) are supplied with and are permitted access to all necessary utility services, such as electricity and water, to allow 4shore to install the Goods at the Premises.

**Delivery and Installation**

4shore will arrange for the System to be delivered and installed at the Customer's home on the installation date.

4shore endeavour to complete all installations within 3 weeks of receiving grid application approval. 4shore may need to change the Customer's installation date in the following circumstances:

1. where there is a shortage of stock availability;
2. where there is a shortage of installer availability;
3. where there is inclement weather;
4. network application approval delays by distributor / retailer;
5. where the nature of the Customer's residential property results in unanticipated installation factors or requires additional equipment necessary to install the System; or any other circumstance reasonably requiring 4shore to change the Customer's installation date.

4shore will use its best endeavours to give reasonable notice to the Customer if the Customer's installation date needs to be changed.

If the Customer's switchboard does not comply with current safety standards or otherwise requires replacement or upgrade the cost of replacement or upgrade is payable by the Customer.

If difficulties with site access are encountered that were not notified to 4shore at the time of quote and/or offer by 4shore to the Customer, additional costs incurred in ensuring the safety of our installers may be payable by the Customer.

4shore will notify the Customer's electricity distributor and electricity retailer of the installation of the Customer's System.

The Customer's electricity meter will be replaced as required by the Customer's electricity distributor or retailer; any costs associated with this is payable by the customer.

**Access to the Premises**

You authorise 4shore (its contractors, employees and installers) to have access to the property at times it reasonably requires. This access may include, but is not limited to, site inspections, the signing of required paperwork, the delivery and installation of the PV Solar system and connection to the grid.

You understand that if you (or another authorized person) are not present at time of installation and hence installation is not able to go ahead then a fee of \$250.00 + GST will be charged and your new installation date will be moved to the end of the list, 4shore reserve the right to consider extenuating circumstances.

If you are not the owner of the Premises: You represent that you have obtained the consent of the owner or any agent of the owner of the Premises for us to carry out all work and supply Product; You agree that you are liable to pay for the Product even though you are not the owner; and You agree to indemnify us against all loss, costs or damage that we suffer or which is claimed against us or our contractors due to any breach of this clause by you.

**STC's**

The Renewable Energy (Electricity) Act 2000 allows owners of eligible solar power systems to create Small Scale Technology Certificates ("STC's") or to assign their right to create STCs to persons registered with the Office of the Renewable Energy Regulator. An STC is a financial incentive, not a rebate and will not qualify for any government-based financial recompense after the completion of the STC creation process.

If the Customer has elected to assign their right to create STCs in respect of the System to 4shore:

1. the Customer agrees to complete all such prescribed forms and perform all such actions to give effect to the assignment of STCs to 4shore or its nominated agent.

The overall sales price is dependent on the Renewable Energy Credit's value. Current Australian Government policy allows STCs to be created for each megawatt-hour of eligible renewable energy generated or deemed to have been generated by certain

systems that generate electricity including the Products purchased under this Sales Agreement.

STCs are traded on an open market and the price of STCs varies daily. After installation, the customer agrees to assign the STCs to 4shore. If the customer wishes to retain the STCs this can be facilitated, but the customer will be required to pay the full price of the system at the time of the installation.

Consumers are not guaranteed an STC rate by the STC Clearing House or any other trading house.

**Grid Connection, Meter installation and Solar Electricity Buy Back (Feed in Tariff, FIT)**

This agreement DOES NOT include the cost to purchase and install the new meter, which will be charged to you by a private meter contractor or your energy retailer following installation of the solar system. The cost of a meter installation is typically \$0 - \$1000 but can cost more in some cases.

You understand that although 4shore 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.

Any electrical work required to bring your building's wiring or switchboard up to code; AS3000; is not part of this agreement and will be payable by the customer.

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 buy-back (feed in tariff, FIT).

4shore accepts no responsibility if the customer does not receive the solar buy back. Please check with your retailer as to whether they provide the solar buy-back in your area and for any special related conditions. Feed in tariffs or solar electricity buy back schemes are governed by State and Territory laws and 4shore accepts no responsibility if these laws change in any way affecting the system's return on investment.

4shore accepts no responsibility for damage on meter panels and changing dedicated off peak control devices if required.

**Termination**

4shore may terminate this contract in the event that you fail to comply with any term of this Contract or any of the Contract Documents.

If this Contract is terminated before 4shore has received payment in full of the Purchase Price for the Goods, then 4shore will be entitled to:

1. remove the Goods from the Premises or from any other place that you have relocated them to, or authorised them to be relocated to
2. enter onto the Premises, or any property where the Goods have been relocated for the purposes stated above
3. under take any works necessary to remove the Goods.

If 4shore terminates this contract because you have failed to comply with any term of this Contract, you agree to pay any costs associated with the removal of the Goods from the Premises or any other place including any damage resultant there from, & any costs associated with recovering possession of the Goods (including, but without limitation, legal costs).

You may elect to terminate this Contract other than in accordance with this section at any time prior to 4shore ordering the Goods from a supplier and installation of the Goods at the Premises, in which case you agree to forfeit your deposit & any other amount paid to 4shore.

Where a grid connection application approval is rejected by the retailer / distributor and a contract has already been signed and deposit paid the customer is entitled to the return of all monies where a reasonable solution to the rejection can-not be found.

**Installation Warranties**

4shore warrants that the installer of The Goods will be suitably qualified and experienced; will be duly licensed or registered; and accredited for installation of solar electricity Goods by the Clean Energy Council for Sustainable Energy (or another relevant body).

4shore warrants that, if and when The Goods are installed, the installation will comply with all relevant Australian standards or, where they do not exist, with the relevant international standard.

No responsibility is accepted by 4shore nor does the work quoted include any costs or liability in relation to the replacement, repair or suitability of existing plumbing fittings, flue, piping, floor coverings, wiring, roofing or any other household effect.

**Although during installation of The Goods 4shore and its contractors use best endeavours to avoid causing damage to the property, 4shore will not be liable in any way to the Customer for roofing tiles that crack. Customers with tiled roofs must have spare roof tiles available prior to the installation, so that if a roof tile is cracked it may be replaced with undertaking the installation.**

During the installation it is unavoidable for small aluminium filings and debris to collect on the roof or gutter of the property. If the Customer has a water tank connected to the property it is advised they switch the connection to "DIVERT" the first couple of times it rains to flush any debris. 4shore will not be liable to the Customer for any damage caused by such debris; including removal.

Exclusions and Limitations: Although reasonable care is taken with the installation of The Goods NO responsibility can be accepted for components, materials and workmanship supplied by You or if the goods are used or dealt with in any way which is not usual.

Responsibility will not be accepted for equipment loss/damage due to any all of the following:

1. Storm or tempest,
2. Atmospheric electrical discharges,
3. Flooding or water damage, however caused,
4. Lack of, or improper maintenance,
5. Unauthorised repair, modification or additions,
6. Connection of equipment not in compliance with specifications,

- 7. Faulty operation of Customer supplied power generating equipment, and
- 8. Goods loading in excess of specified Goods capacities or force majeure.

Except as required by law all implied conditions and warranties are hereby excluded subject to those conditions and warranties necessarily implied under the Trade Practices Act or any other Act.

The Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at the 4shore option, be limited to the following:

- 1. in the case of goods:
  - a. the replacement of the goods or supply of equivalent goods
  - b. the repair of goods
  - c. the payment of the cost of replacing or repairing equivalent goods
- 2. in the case of services:
  - a. the supply of the services again
  - b. the payment of the cost of having the services supplied again

**Product Warranties**

The product warranties are outlined in respective Product Specifications brochure supplied during the quotation process. The installation warranty is available from 4shore at a period of 12 years from date of installation.

4shore advises that they know of no changes to the Product Warranties or Installation Warranty as at the date of signing this Document and You agree to accept as notice of any change amendment or addition, the publication by 4shore on its website of any amendment, addition or alterations from time to time, which may be notified to 4shore by the manufacturer or supplier of the Goods.

4shore reserves the right to supply components for any components of the Goods from alternative manufacturers as long as they are of equal or better product performance criteria and product warranty criteria.

**Disclaimer Regarding Performance**

We guarantee that the energy output of your PV solar system will meet the Estimated Yield (Performance Guarantee). If it doesn't do so you are entitled to compensation to put you in the position you would have been in if the output of the system had met the Performance Guarantee.

In every circumstance and where possible 4shore will use best endeavours to install the Product to optimal orientation and exposure to direct sunlight.

You are not entitled to a remedy when your solar system does not meet the Performance Guarantee due to something:

- 1. you or someone else did or failed to do (excluding 4shores' agents or employees), or
- 2. beyond human control that happened after the system was installed at your premises. Examples may include where:

- 1. someone other than 4shores' installer, contractor or other authorised representative installed, removed, reinstalled, repaired or modified the system;
- 2. you have failed to keep vegetation trimmed so that the system receives as much sunlight as it did when it was installed by us; abnormal weather conditions occur which reduce the expected amount of sunlight being received by your system.
- 3. abnormal weather conditions occur which reduce the expected amount of sunlight being received by your system.

4shore acknowledges that some houses may not have optimum positioning for the Product and acknowledges that customers will still want the Product installed with the understanding the performance may be compromised in certain situations.

You acknowledge that performance may be compromised if the Product including positioning of components and Products on rooftops is not ideal and accept that the performance may not be as to the manufacturer's specifications

If we determine that there is a problem with your system but the problem is not a "major failure" (as defined in the Australian Consumer Law) and is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

If we determine that there is a problem with your system and the problem is a "major failure" or is not capable of being remedied, you are entitled to a choice of remedies in accordance with the Australian Consumer Law.

**Exclusion of Warranties and Liability**

4shore does not make any representations or warranties to you in connection with the Goods, beyond the express terms of the manufacturer's or supplier's warranties set out in this Contract and those warranties which cannot be excluded from this Contract. 4shores' liability for breach of any express or implied condition or warranty (other than a condition or warranty implied by section 69 of the Trade Practices Act 1975, Commonwealth) is limited to the replacement or repair of the relevant solar Goods provided you have satisfied the warranty requirements.

Subject to the preceding paragraph, to the maximum extent permitted by law, 4shore will have no liability to you for any compensation for breach of this Contract other than as is set out in the preceding paragraph.

You acknowledge this Contract contains the whole of the terms and conditions agreed upon by the parties hereto.

You indemnify and agree to keep indemnified 4shore, its workmen and agents from and against all claims demands actions and proceedings of any kind whatsoever made or brought against 4shore by any person or corporation whatsoever arising out of any act or omission on the part of 4shore in or about or the performance or purported performance by 4shore of its obligations under this Contract.

We do not take responsibility for any electric signals interference including TV and radio.

**Force Majeure**

In the event of a "force majeure" event 4shore shall be entitled either to rescind the Contract (without being liable for damages) or to extend delivery or time for performance by a reasonable period of not less than the duration of such event and all liability under any contract, including liability for damage whether specified or otherwise, shall be modified or adjusted accordingly.

**GST**

If and to the extent that any payment or other consideration to be made or furnished by 4shore to a person other than YOU, pursuant to or in connection with this Agreement, may be increased or added to by reference to (or as a result of any increase in the rate of) any GST for which 4shore is not entitled to receive and retain an "Input Tax Credit" (as defined in A New Tax Goods (Goods and Services Tax) Act 1999), You shall pay to 4shore on demand an amount equal to that increase or the value of that addition within 7 days of receipt of an invoice or other written request for payment by 4shore.

**Information and Privacy**

4shore may disclose any personal information in its possession relating to you to any credit reporting agency or similar body, for the purpose of assessing your creditworthiness. The Customer consents to such disclosure, and also consents to 4shore receiving information from credit reporting agencies or similar bodies regarding the Customer's commercial activities or creditworthiness.

You agree to provide 4shore with whatever information it may require from you in order to apply for any grant, rebate or other benefit which you may be entitled to receive from the Commonwealth or State Government.

The information collected by 4shore may include "personal information" within the meaning of the Privacy Act 1988 (Commonwealth). You are entitled to access this information by contacting 4shore at the address shown in this Contract.

4shore will collect information from you for the purposes of applying for the grant, rebate or other benefit on your behalf and, accordingly, may disclose that information to the relevant Government authorities.

4shore may also use any personal information, collected from you, for the purposes of sending you marketing and promotional materials unless you notify 4shore that you do not wish to receive marketing or promotional materials.

**Miscellaneous**

This Contract Document sets out the entire agreement between you and 4shore and supersedes any representations or promises made by 4shore, its employees or agents whether prior to or after the commencement date of this Contract.

This Contract shall only be varied by written agreement prepared with the same degree of formality as this Contract.

To the extent permitted by law, all implied terms are excluded.

Any performance of an obligation by 4shore under this Contract following a breach by you shall not be deemed as a waiver of the said breach, or otherwise affect any right that 4shore has, or any action that we make take, with respect to that breach.

No delay in the exercise in any right held by 4shore shall be deemed as a waiver of those rights.

Any notices to be provided under this Contract shall be in writing and forwarded to 4shore at its business address, or to the Customer at the Premises, as the case may be, and shall be deemed to be received by intended recipient within 3 business days of postage, or upon personal hand delivery.

In this Contract, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

This Contract is governed by the laws of the State in which the Premises are located.

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force.

**Acknowledgements by Customer**

The Customer affirms they have read, understood and agree to these terms and conditions.

The Customer affirms that all information provided to 4shore, is true and accurate.

Any false or incorrect information provided to 4shore, which leads to any losses or damages, may be indemnified at the customer's expense.

The Customer affirms metering may not be followed up by 4shore on the clients behalf.

The Customer acknowledges electricity contracts with applicable retailers may be subject to change after the solar system is installed. We advise discussing tariffs and supply pricing with several retailers before deciding on one.

The Customer acknowledges 4shore highly stress not too change retailers until the solar meter has been installed; as severe delays may occur due to the re-allocation of billing rights between distributors and retailers.

The Customer acknowledges that system performance fluctuates with varying environmental conditions, and system performance is affected by shading caused by nearby structures or objects.

The Customer acknowledges that the calculated System power generation is an approximation.

Date .....

Customer Name .....

Witness Name .....

Customer Signature .....

Witness Signature .....