

VOLTLOGIC SOLAR STANDARD TERMS AND CONDITIONS OF REFERRAL AND SALE.

VOLTLOGIC SOLAR IS A MARKETING, SALES AND INSTALLER REFERRAL SERVICE COMPANY.

1. **ACCEPTANCE OF TERMS AND CONDITIONS OF SALE** These Terms and Conditions of Referral & Sale ("Terms and Conditions") supersede any earlier Terms and Conditions whether published or applying between Voltlogic Solar Pty Ltd and its referred services (herein referred to as "Voltlogic Solar") and the Client, and shall be deemed to override all oral and written agreements and negotiations by either party prior to the making of the Terms and Conditions. The Client will be deemed to have accepted these Terms and Conditions of Sale if the client places any order or otherwise deals with Voltlogic Solar after receiving notice of these Terms and Conditions of Sale. The Client will be deemed to have accepted these Terms and Conditions of Sale in the foregoing circumstances, despite any request by Voltlogic Solar for the Client to sign a copy of the Terms and Conditions of Sale or otherwise acknowledge the acceptance of the Terms and Conditions of Sale, and despite any omission or refusal of the Client to do so.

2. **PRIOR REPRESENTATIONS** Any oral or written representation, warranty or promise whatsoever (other than those contained herein) made by any employee, referred contractor or agent of Voltlogic Solar to the Client does not form part of these Terms and Conditions of Sale nor the consideration for or basis of any collateral contract. Quotes are valid for 30 days from date given.

3. **PAYMENT TERMS** The non-refundable deposit is payable at order. This fee simply covers reasonable costs incurred by Voltlogic Solar in referring, securing suitable stock and administering this order. The balance of payment as per quotation is required on the installation date of the Solar Power system or Solar Hot Water System. Work to be completed by third parties (including but not limited to the meter installer and/or Energy Company) is not grounds for withholding any payment. If the Client fails to pay the amount outstanding when it becomes due, interest will accrue at a rate of 12%pa calculated daily and the Client will also be required to pay any debt recovery costs incurred by Voltlogic Solar. A "cooling off period" is only applicable to this contract in some circumstances where State, Territory or Federal Laws require it.

4. **STCS** The Client agrees to assign the Small Scale Technology Credits (STCS) earned where applicable to Voltlogic Solar as part of this agreement and overleaf discounted price by way of a point of sale discount. The Client agrees to sign all documentation necessary for Voltlogic Solar to claim STCS. The net system price payable by the Client is calculated on the Client's eligibility for the discounts (STCS). The Client understands that if he/she is not eligible for these discounts for any reason or if laws governing the (STCS) change in any way the amount payable by the Client, may change. Voltlogic Solar accepts no responsibility for any change in the value of the STCS or any changes to legislation governing the scheme. Voltlogic Solar also offers no guarantee for as to future value of the STCS or Feed in Tariff rates as these are governed by Government Legislation.

5. **AVAILABILITY OF GOODS** Due to the volatility of the solar market, Voltlogic Solar reserves the right to use or have provided different panels and/or inverters than those specified in this order. The nearest equivalent product will be supplied. The customer will be given the opportunity to cancel the order with full refund of their deposit in this situation. While we try to adhere to delivery and installation dates whenever possible, delays in installation are not grounds for cancellation and Voltlogic Solar is not liable for any perceived loss as a result of these days.

6. **WARRANTY** Voltlogic Solar warrants that the Goods and Services installed comply with all relevant Australian and International standards and requirements and where applicable will comply with the (STCS) subsidy. All of Voltlogic Solar's employees and referred installers are accredited with the appropriate Department(s) or organisations for example referred PV Solar designers/installers and licensed electricians are accredited to ensure that the installation of goods and services will comply with the STCS subsidy. Your warranties are held with the referred manufacturers or importers of the products & the referred installer. Voltlogic Solar are acting as a sales agent and referral service in this transaction & offer no warranties in regards to the products, their installation or their performance. We will however assist you, at our discretion, if you need to claim on one or more of the abovementioned warranties within the first 12 months. Warranty documents & contact details are provided in your owner's manual. Please refer to the warranty documents for each individual product for specific details. Installations carry 12 months workmanship warranty which is held by your referred installer, details provided in your owner's manual. Voltlogic Solar warrants to the Client that it will comply with all required Standards. The Voltlogic Solar guarantee does not apply to any defect caused by (a) the Client failing to operate any Goods and Service in accordance with the supplied operations manual. (b) Fair wear and tear. (c) If any of the Goods and Services have been subject of a service, alteration, repair or technical alteration by anyone else other than an authorised Voltlogic Solar technician, or (d) an Act of God. The Client is to notify Voltlogic Solar in writing within thirty (30) days of becoming aware of a warranty issue. Voltlogic Solar will not be liable to any indirect or consequential loss or damage arising from any fault. In all claims, Voltlogic Solar's liability will be limited to the replacement costs of the Goods and Services irrespective of whether the Goods and Services are re-supplied by Voltlogic Solar or any other qualified supplier and/or referred installer.

6A. **WARRANTY EXCLUSIONS** The following warranty exclusions shall cause a warranty to become void: (a) The Goods are sold, repaired, or altered by a third party without the consent of VoltLogic Solar; or (b) Where the Goods have been accidentally broken or damaged.

7. **ACCESS TO PREMISES** The Client warrants Voltlogic Solar that where they are not the owner of the site they have obtained the consent of the owner, managing agent or body corporate for the Goods and Services to be installed. The Client agrees to indemnify Voltlogic Solar and its referred installers and suppliers against all loss, costs or damages either incurred or claimed against Voltlogic Solar as a result of the Client's breach of the warranty contained above. The Client will be responsible for the payment of the Purchase price notwithstanding the Clients breach of the warranty contained above. The owner or the authorised representative must attend the site during the installation, for the duration of the installation or for a period that is agreed at the point of the installation scheduling by Voltlogic Solar. This person must be the correct and authorised person responsible for signing all relevant paperwork and documentation.

8. **INSTALLATION AT SITE** The Client acknowledges that the installation date is an estimate only and clarification of date will be made with the Client within one (1) week of installation date (weather permitting) The Client acknowledges that it is their responsibility to ensure that the existing structure on the site where the Goods and Services are to be installed are structurally sound and capable of having the Goods and Services installed. The Client acknowledges that it is their responsibility to obtain all necessary government approvals prior to the installation of the Goods and Services. Voltlogic Solar and referred installers reserves the right to refuse to install the Goods and Services if the Client has breached their obligations contained above.

9. **PERFORMANCE** The Client acknowledges that any representations provided to them by Voltlogic Solar concerning the performance of the Goods and Services is based upon the information provided by the manufacturer and Voltlogic Solar has made no further performance representations. The Client acknowledges that optimal performance of the system may be restricted by the required positioning of the Goods and Services, but still agrees to Voltlogic Solar's referred installers installing the Goods and Services even though there is possibility the performance may not meet the manufacturer's optimal specifications.

10. **CLIENTS EXPENSES AND RESPONSIBILITIES** The Client acknowledges that the cost of connecting the Products to the electricity grid is the responsibility of the Client, unless Voltlogic Solar have provision in our quotation for the connection to be done for you if accepted. The Client shall be solely responsible for ensuring that the installation of the Products and the provision of the Services complies with all government and council guidelines, regulations and rules and that all approvals, licenses and permits that may be required have been obtained from the relevant government authority or council. The Client may be liable to pay additional expenses in connection with the system if Voltlogic Solar or its employees, agents or referred installers deem that the Client's premises are not immediately suitable for the installation of the Products including without limitation, due to the presence of asbestos, inaccessible roofs or defective wiring. Additional expenses anticipated by Voltlogic Solar at the order date shall be itemised in the quotation. However, these expenses are estimates only and are not binding by Voltlogic Solar. If Voltlogic Solar determines, in its sole discretion, that the Client is required to pay any additional expenses not provided for in the quotation, in order to complete the services, Voltlogic Solar will first notify the Client of the quantum of the additional expenses, and give the Client the opportunity to cancel the order if it does not agree to the additional expenses, in this instance a refund will be given in full.

11. **TITLE TO THE PRODUCTS** The Products remain the property of Voltlogic Solar (And Voltlogic Solar retains the title to the Products) until the price and any other payment or sum due has been paid in full by the Client. All Products shall be at the risk of the Client from the time that installation of the Products at the Clients' premises has been completed. The Client must not offer, sell, assign, sub-let, mortgage, pledge, encumber or otherwise deal with the Products in any way which is inconsistent with or would detract from Voltlogic Solar's ownership of the Products until the price and any other payment or sum due to Voltlogic Solar, has been paid in full by the Client. If requested by Voltlogic Solar, the Client must ensure the Products are clearly identifiable as the property of Voltlogic Solar. In the event that the Client is in default of its obligations under this agreement, any Order of any other agreement that exists between the Client and Voltlogic Solar will at its election be entitled to the immediate return of the Products and for this purpose may enter the Client's premises to recover any Products. If Voltlogic Solar so elects, the Client must at its costs take all necessary action (including obtaining the consent of any third party) to enable Voltlogic Solar to exercise its rights under this clause.

12. **LIABILITY / INDEMNITY** The Parties acknowledge that, under applicable State and Commonwealth law, certain clauses, conditions, guarantees and warranties may be implied in this Agreement and there are rights and remedies conferred on the Client in relation to the provisions of Goods and Services which cannot be excluded, restricted or modified by agreement (Non-excludable Rights). The terms of this agreement are subject to the Non-excludable Rights. Except to the extent of Non-excludable Rights, Voltlogic Solar will not be liable for: (a) Any claim by the Client or any other person, including without limitation, any claim relating to or arising from all clauses, conditions, guarantees and warranties expressed or implied and all rights and remedies conferred by the Client, by statute, the common law, equity, trade, custom or usage or otherwise; and (b) (b) Any representation, warranties, conditions or agreement made by an agent or representative which are not expressly confirmed by Voltlogic Solar in writing, and the liability of Voltlogic Solar for any such matters is hereby excluded.

13. **FORCE MAJEURE** In the event of a 'force majeure' event Voltlogic Solar shall be entitled either to rescind these Terms and Conditions of Sale (without being liable for damages) or to extend delivery time for performance by a reasonable period of not less than the duration of any event and all liability under this contract, including liability for damage whether specified or otherwise, shall be modified or adjusted accordingly. 'Force Majeure' shall include all happenings beyond Voltlogic Solar's control or in consequence of which Voltlogic Solar is hindered in executing its obligations and shall include all acts of God, strikes, trade disputes, fire, accidents and supply, import or export delays.

14. **PRIVACY** Voltlogic Solar may disclose any personal information in its possession relating to the Client to any Credit reporting agency or similar body, for the purpose of assessing the Client's creditworthiness. The client consents to such disclosure and also consents to Voltlogic Solar receiving information from credit reporting agencies or similar bodies regarding the Client's commercial activities or creditworthiness.

15. **RISK** Risk of loss, damage or destruction to the Products or any part thereof shall pass to the Risk Client as and when delivery is made to the Client.

16. **TERMINATION** Voltlogic Solar may by notice in writing to the Client suspend the provision of the services and Products under this agreement or terminate this agreement without cause.

17. **JURISDICTION** These terms and conditions shall be governed by and constructed in accordance with the laws of Queensland and the parties agree to submit to the jurisdiction of the Courts of Queensland in all matters arising out of these terms and conditions.

I have read and understood the Voltlogic Solar Quote / Purchase Order / Receipt form and the Terms and Conditions and accept them in full.