



TERMS & CONDITIONS with Further Information

Definitions

“Us” or “We” or “Company” means Dathjari Pty Ltd trading as Greener Housing Solutions ABN 45 442 945 195

“You” means the person who has signed this agreement and where it is signed by a person as a director on behalf of a body corporate means both the director personally and the body corporate.

“Deposit” means an amount equal to 10% of the Out-of-Pocket Cost of the system.

“Out of Pocket Cost” means the total cost that You will pay for the system inclusive of GST and is the Total System Value less the value of STC’s for which we offer a point-of-sale discount.

“GST” means Goods and Services Tax

“Goods” is the solar panels, inverter, electrical, battery backup, ecoflo split system air conditioner and other ancillary items listed in the quote.

“Quote” our Quote document is an offer to supply a solar power system, battery backup unit, electrical and ecoflo split system air conditioner in accordance to the terms and conditions of this agreement and unless stated otherwise explicitly in writing is valid for acceptance within 14 days of the date of the Quote only.

“Installation Date” means the date on which we, or our contractors, will install the solar power system. We will notify you of the Installation date at least one week prior to this date.

“STC” means Small-scale Technology Certificates. These are certificates that an owner of a new solar power system is entitled to create under the MRET legislation

TERMS OF THE AGREEMENT

1. Payment terms

The Cost is paid as follows:

- A deposit of 10% to 30% of the Cost is payable depending on scope of works required. This deposit will become non-refundable once works have commenced. These works are not only the installation of goods themselves but can also be and not limited to, SEG Approvals, Site designs, site inspections, holding of stock, administration, ordering of meter upgrade etc. Upon signing the quote, the reference to “Customer has read and agrees to Greener Housing Solutions terms and conditions” refers to this Term of The Agreement, the quotation itself and any other modifications made through email and any other form of communication to modify for the works as per the quote/order and any variations that have been made through the course of facilitating the quote/order/variation

these T&Cs; and

- The remaining 70% to 90% of the Cost is payable the day of installation. Payment can be made either by cash, EFT or credit card. Credit card payments come at an expense to the customer of 2% of transaction amount. The above is generally the only costs that will be



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payable however there may be additional costs if a quote is accepted without a site inspection and the site necessitates additional costs due to the nature of the site such as extra costs associated with safety.

All Products supplied and/or installed remain the property of Greener Housing Solutions until full payment is made in accordance with this clause. If payment is not made in accordance with this clause, the Customer provides Greener Housing Solutions with authority to enter the Customer's premises and remove the Products.

A failure to pay an invoice on completion of works (COD) may result in Greener Housing Solutions engaging a collection service. An additional fee equal to the cost of engaging the collection service and including Greener Housing Solutions time and costs to facilitate the collection (30% of the Cost) will be added to the invoice. Any court litigation to recover monies not paid will be added to the order and payable by the customer (You)

2. Time of installation

Greener Housing Solutions will make every reasonable effort to install the Product in a timely manner. However, Greener Housing Solutions has no control over worldwide materials availability, peaks in demand created by changes in government legislation, inclement weather and/or other forms of force majeure. Delayed installation or grid connection is not a valid reason for claiming a refund or compensation from Greener Housing Solutions.

A fee of \$880 will be charged if an installation is scheduled and for whatever reason Greener Housing Solutions cannot access the Customer's property or is unable to facilitate the order due to site not prepared and or safety reasons.

Please contact your electricity retailer/provider before signing their contract to check what new electricity tariff rates may be applied and after the installation of their PV (Solar Power) system to confirm that the agreed tariff has been applied.

3. STC's and Solar Credits

Greener Housing Solutions will supply and install the Products in consideration of the Customer completing the paperwork in an accurate manner to transfer to Greener Housing Solutions the Solar Credits and STC's, making the payment of the Cost in accordance with the payment clause and assigning Greener Housing Solutions the Customer's rights to any Solar Credits and STC's.

4. STC discount

The Cost (detail contained in the Quote) is the total cost of Products and Services less the value of STC's. Greener Housing Solutions provides the Customer with the discount of the value of the STC's.



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If the Customer is not entitled to the STC's then the Customer acknowledges that it will repay the value of the STC's to Greener Housing Solutions when requested.

5. Output

The power outputs contained in Greener Housing Solutions quote and or handover documents are based on the Products being installed in perfect conditions however if it is not possible to install in these conditions the power outputs may be lower than the amounts contained in the quote and or handover documents.

SYSTEM PERFORMANCE

The Company warrants that:

A) The Works will be performed in a proper and workmanlike manner and in accordance with this contract. All materials supplied by the Company will be good and suitable for the purpose for which they are used and that those materials will be new. The Works will be done in accordance with State law in which the contract was agreed. The Works will be done with due diligence and within a reasonable time.

B) The Client acknowledges the successful operation of the System is dependent upon the particulars of the information being provided by the Client being true and accurate and in the event that inaccurate information causes the System to default the Client shall indemnify The Company against all liabilities, costs and expenses in respect of claims in relation to loss or damage to tangible property to the extent that such loss or damage is attributable to the load assessments.

C) While all care will be taken, the Company will not accept responsibility for equipment supplied by the Client that is used or dealt with in any way that is not usual.

D) The Company will not be responsible for loss or damage to any of the Client's property, real or personal, or for any faults or defects in the System due misuse or damage caused by others, including the Client, or if the System fails to operate due to any or all of the following including but without limitation an event of force majeure, atmospheric electrical discharges, flooding or water damage, the data supplied by the Client was inaccurate or untrue, improper maintenance by the Client, the Client has failed to maintain the Site to ensure that there is no obstruction to the successful operation of the System, unauthorised repairs, modifications or additions by the Client, faulty operation of Client equipment, loading in excess of load assessments, the System fails to operate because of climate conditions beyond that which could be reasonably anticipated having regard to Site location and recorded weather patterns, or any other cause beyond the control of the Company.

E) For solar power, the performance of a System is subject to a number of variable factors, including, but not limited to - the number of hours of sunlight, cloud cover and weather patterns; the location of the System; and the location of the surrounding structures and flora. Except to the extent required by law, we do not guarantee the performance of, and will accept no responsibility in the event that the performance of any solar power System is lower than anticipated.



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6. Council Approval, SA Power Networks, Energy Provider and Meter Provider

The Customer is required to obtain any applicable council approval. Greener Housing Solutions reserves its right to not install the Products if council approval is not obtained. Customer is responsible for council approvals and is suggested the customer contact their council to ensure they are within the council's regulations. By accepting these T&Cs, the Customer acknowledges that Greener Housing Solutions will assume this has been completed if required and that the council has approved such installation if the council is required to do so. All councils are different.

All property owners are responsible for SA Power Networks, Energy Provider & Meter Providers rules and regulations even without solar power or battery backup. As a property owner you are responsible for managing privately owned electricity assets on your property (and not just those behind your meter). By signing this contract, you the customer understands and are responsible for the rules and regulations of SA Power Networks, their chosen energy provider and Meter Provider. Please reach out to these entities if you would like further information regarding your obligations

METER CONNECTION TO THE GRID

The Metering process is outside of Greener Housing Solutions control and The Company is not liable for it. Greener Housing Solutions will submit the required paperwork to the relevant Authority in charge of Grid Connection only after the deposit has been made and in accordance with the terms of the contract. Other electrical work required to comply with current regulations (i.e., meter box upgrades) will be at the cost of the customer, unless included as additional work in the contract. The customer acknowledges that their electricity contract/tariff may change following installation of the solar and/or battery. It is the Customer's responsibility to contact their electricity retailer to ascertain what changes if any will be applicable. Battery installations are unable to back-up or feed power to a "Controlled-Load" circuit/meter as this is a different circuit to the standard DNSP meter. Any requests by the Customer to remove or change the controlled load meter are to be made directly by the Customer to your electricity retailer and is not the responsibility of Greener Housing Solutions.

7. Servicing & Maintenance

1. Inverter Upgrades: If the inverter is outside its warranty period the customer may need to upgrade the inverter to fix the system. When replacing old inverters with new inverters the backing plates are usually different. Lining up these existing holes made by the old faulty inverter can be problematic. Greener Housing Solutions will do its best to cover the old holes with the new backing plate. However, if there are any visible holes left it will be the customer's responsibility to remedy to their aesthetic appeal.

2. WIFI: Due to the rules and regulations of today's Solar Power & Battery Backup installations, all solar inverters and battery inverters are to be connected to the home internet by Wi-Fi. Home internet is not mobile internet. The customer is responsible for ensuring the Wi-Fi is connected to stable and constant Wi-Fi as per the rules and regulations. For more information, please contact



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Greener Housing Solutions or visit <https://www.greenerhousingsolutions.com.au/new-requirements-for-smaller-electricity-generators/>

3. Fault finding: Fault finding on existing solar power systems can be problematic due to not knowing what the issue is. Greener Housing Solutions has over 18 years' experience with this type of work but it can take time. This time is chargeable. Once the issue has been located it will be discussed with the customer on the further costs to rectify

4. Battery Backup: When a battery backup unit with essential circuits fails the properties circuits breakers used for the essential circuits can also fail unless the battery has a bypass switch. Greener Housing Solutions cannot be responsible for any loss this may or may not cause. If the customer elects not to wait until a replacement of hardware is available and would like the essential circuits rewired back to the home a charge will be required and payable by the customer

Buildings Under Construction

If the customer comes directly to the company and it not the builder: Customer is to ensure all insurances are in place. Greener Housing Solutions cannot be responsible for loss on building sites. This includes and is not limited to theft, other tradespeople on the site making unauthorised changes to the products and installation. This includes the first fix and second fix. Any costs to remedy will be at the customer's expense.

VARIATIONS TO THE CONTRACT

- A) Any variations requested by the Client after the Contract Date must be made in writing to the Company and signed by both parties.
- B) The Company may decline to execute any variation.
- C) The cost of any additional work agreed shall be added to the Contract Sum and shall be paid on or before the completion of such work, which ever has been agreed upon.
- D) Please note the location of your battery may need to be changed in order to meet the Battery Standards. If your property does not meet the relevant Battery Standards, we will provide a quote for appropriate works to ensure its compliance

AMENDMENT TO ORDER

If following design there is a variation in costs of greater than 5% of the original quoted price, then the Customer may at its discretion cancel or terminate the contract. Unless agreed in writing or as part of the sales contract (ie the Customer has ordered a site inspection and accepted to pay for this) a full refund will be provided.

DELIVERY OF EQUIPMENT

The Company will be responsible for all goods delivered to the client until such time as the goods reach the Site and are accepted by the Client i.e by signature. After acceptance by the Client, the Client shall be responsible for all goods delivered by the Company and/or its contractors.



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TESTING & MONITORING

The Accredited Installer/s shall test and commission the System after installation to ensure that it is operational. Where your System has the technical capability for us to access it remotely, you authorise us to remotely access your System in order to collect data in connection with your use of the System and use it for our business purposes, monitor performance of the System, provide remote diagnostic support, provide alerts to you, upgrade software in the System and provide other services from time to time.

DELAY OF WORKS

Should the progress of the Works be delayed for any of the following causes: by an authorised variation to the Contract; by an act of force majeure; then the Company shall be entitled to take a fair and reasonable extra time to allow completion of the works, provided that the Company notifies the Client of this extension.

Further information for Solar Power, Battery Backup and more

For further information on and is not limited to

Flexible Exports please go to

1. New Requirements for smaller electricity generators (Solar Power): <https://www.greenerhousingsolutions.com.au/new-requirements-for-smaller-electricity-generators/>
2. Flexible Exports: <https://www.greenerhousingsolutions.com.au/flexible-exports/>

Property internet is required for Flexible Exports and Smarter Homes regulations as per SA Power Networks Rules and Regulations - For more information please contact SA Power Networks or have a look at the following links provided

<https://www.sapowernetworks.com.au/data/309066/smarter-homes-regulation-now-in-effect/>

8. Privacy policy

The Customer agrees to provide Greener Housing Solutions with whatever personal information is required for the provision of the Services, including but not limited to disclosing that information in paperwork and relevant bodies.

9. Roof



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Whilst all effort it made to ensure no damage is made to the Customers roof there are occasions where some damage may be caused to the roof. The Customer agrees to release Greener Housing

Solutions, its contractors or any agent from any claims related to damage to the Customer's property however where that damage is caused by Greener Housing Solutions installation negligence it will work with the Customer to rectify the damage. All tiled roof aspects must have spare tiles onsite. If the customer does not have spare tiles at the installation of this order the job will still proceed but it will be the customers responsibility to have the broken tiles replaced in a timely manner. As a short-term fix Greener Housing Solutions will use silicone to mend the tile(s) and leave them in a place that is accessible to the customer.

The Customer must engage a suitably qualified engineer to assess the ability of the house structure to support the weight of the installed equipment which is a maximum weight of 20kg per square metre. Any work required to provide sufficient structural support is the responsibility of the Customer. By accepting these T&Cs, the Customer acknowledges that Greener Housing Solutions will assume this has been completed and that the roof structure is suitable to support the proposed equipment.

10. Release of Greener Housing Solutions

The Customer is encouraged to seek its own advice in relation to the solar tariffs and feed in schemes. The Customer agrees to release Greener Housing Solutions from, its employees and agents from any liability in relation to the following:

- If it is determined that the Customer is not entitled to claim feed in tariff;
- Any different interpretation in relation to the solar feed scheme regulations by SA Power Networks; and
- Any change to the tariff structure by SA Power Networks or the Customer's retailer.

11. Release of Greener Housing Solutions from obligations under T&Cs

Greener Housing Solutions has the right to be released from performing the obligations under these T&Cs in the following circumstances:

- An event of force majeure which prevents Greener Housing Solutions from performing its obligations; or
- In the opinion of Greener Housing Solutions, it is unsafe to install the Product.

Greener Housing Solutions will refund all payments made by the Customer except where the Product is unsafe and if the Customer provided an inaccurate description of the site in which case Greener Housing Solutions will refund all payments less the Deposit.

The South Australian Defamation Act 2005 is to be abided by both parties and will be acted upon when breach is considered damaging and unfounded.



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12. Manufacturing warranties

The Customer is provided with the following manufacturing warranties:

Manufacturing solar and inverter warranty – The manufacturers of the solar panel(s) and inverter(s) and battery backup unit(s) provide a warrant on the solar panel(s) and inverter(s) and battery backup unit(s). The contact details of the manufacturers are contained in the “warranty” section of the quote and or our website and or can be obtained upon request. The Customer must contact Greener Housing Solutions if the Customer considers it has a warranty claim against the manufacturer. Greener Housing Solutions will address all product related warranty claims on behalf of the customer for a period five years after installation

Structural warranty – The manufacturing of the mounting systems (racking) provides a warranty which is strictly limited to the structural integrity of the mounting systems supporting the solar panels. The contact details of the manufactures are contained in the “warranty” section of the quote and or our website and or can be obtained upon request. The Customer must contact Greener Housing Solutions if the Customer considers it has a warranty claim against the manufacturer.

WARRANTIES

Product warranty details vary and are supplied to customers post installation. Warranties registrations are the customers responsibility. Please reach out to Greener Housing Solutions for more information regarding the brand of inverter, panel, battery backup to see if registration is required as all brands are different. All battery products sold and supplied by Greener Housing Solutions are warranted by the manufacturer. Greener Housing Solutions cannot be held liable or responsible for reduced performance, lifespan, operation, etc, outside of the given warranty period. A battery warranty may vary by manufacturer and information on such time periods will be outlined in your handover paperwork. Warranty not voided if customer engages services of an appropriately skilled and trained technician and certificate of electrical compliance is provided upon request to the Company. In accordance with Australian Consumer Law warranties only to be voided to the extent of works done by an unqualified or unskilled technician. Warranty is for 5 years for the whole PV system and Solar Battery (workmanship and products) from Greener Housing Solutions. A total warranty period of 12 months is applicable for roof leaks as a direct result of solar panel installation. In the event the system is impacted by bush fires, hail, flooding or other natural disaster or act of God, the applicable warranties are voided. Greener Housing Solutions will provide a 5-year warranty on the operation and performance of the whole system including products if the system is paid in full.

13. Greener Housing Solutions warranty

Greener Housing Solutions provides a 5-year warranty on workmanship from date of installation so the Customer can be assured that the products will be installed correctly.



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Greener Housing Solutions will endeavour to visit the Customers address to problem solve any issues within 7-14 business days. The warranty guarantees that the installation will be done in accordance with manufacturers recommendations to the extent that they are consistent with Australian

standards. Greener Housing Solutions Products come with guarantees that are not exempt from applicable consumer law. The Customer is entitled to any benefits that cannot be excluded under the Australian Consumer Law.

Greener Housing Solutions does not provide a warranty where the product is damaged/faulty/defective due to:

- Accident, negligent misuse, negligence misuse, theft, vandalism, fire, water, electrical surge, lightning strike
- Conditions outside the specification or operation of the products including without limitation, electrical power, temperature, humidity or dust
- Any repair, relocation or alteration of a product not performed by Greener Housing Solutions or its authorised service agents;
- Any cause other than normal use; and
- Goods are damaged due to faults in equipment from the Customer.

14. Site Inspections

If a site inspection is required either by the customer of Greener Housing Solutions, a charge of \$330 to \$440 Inc. GST (depending on scope of works) will be added to the order unless previous agreed upon in the quotation process

15. General terms

These T&Cs come into existence at the time that Greener Housing Solutions receives the Customer's signed quote form. Greener Housing Solutions may vary this agreement and the Cost at any time before the site inspection has been completed and before the deposit has been paid. Greener Housing Solution provides a 10-day cooling off period from the time this agreement comes into existence being signing of order and Greener Housing Solutions will refund the Deposit within this period if paid.

If any provision (or part provision) of these T&Cs is or becomes invalid or unenforceable, that invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this deed.

These T&Cs are governed by the laws of the State of South Australia and Greener Housing Solutions and the Customer irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

These terms can be agreed upon in writing, electronic form, signature or verbal form.



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Once the contract is signed, any variations to the system design must be documented and agreed upon by the consumer prior to installation. This can be in the form of email, variation order and any other form of communication with today's technology.

These T&Cs along with the Quote and any variations made to order, by email or any other method of communication constitutes the entire agreement between the Greener Housing Solutions and the

Customer. It supersedes and replaces any prior or collateral negotiation, understanding, representation, communication or agreement by or between Greener Housing Solutions and the Customer in relation to its subject matter, whether written, oral, express or implied.

Interpretation

"Customer" means the person who has signed this agreement.

"Deposit" means an amount equal to 10% to 30% of the Cost.

"Cost" means the total cost that the Customer pays for the system (incl. of GST) and is the total cost of the Products and Services less the value of STC's for which we deduct from the total cost of the Products and Services.

"Greener Housing Solutions" means Dathjari Pty Ltd trading as Greener Housing Solutions

"GST" means Goods and Services Tax

"Products" is the solar panels, inverter and other ancillary items listed in the quote.

"Quote" our Quote document is an offer to supply a solar power system in accordance to the terms and conditions of this agreement and unless stated otherwise explicitly in writing is valid for acceptance within 5 days of the date of the Quote only.

"Installation Date" means the date on which we, or our contractors, will install the solar power system. Greener Housing Solutions will notify the Customer of the Installation date at least one week prior to this date.

"Services" means the supply and installation of a solar power system.

"STC" means Small-scale Technology Certificates. These are certificates that an owner of a new solar power system is entitled to create under the MRET legislation

"T&Cs" means this Agreement.

Complaints

Greener Housing Solutions will provide feedback on the outcome of complaints to the consumer within 21 days of receipt and customers will be advised if more time is required to rectify the complaint. The investigation will be completed within 45 days of receipt of the complaint unless substantiated circumstances outside of Greener Housing Solutions.

Should you need to escalate a complaint, please contact the office on 84497627, if you are unhappy with our internal response, please direct your complaint to <https://www.cbs.sa.gov.au/>



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Solar Retailer code of conduct - New Energy Tech Consumer Code

Greener Housing Solutions is a signatory of the New Energy Tech Consumer Code. In the interest of industry best practice, Greener Housing Solutions has made a commitment where applicable to uphold the New Energy Tech Consumer Code (NETCC). For more information, please visit <https://www.greenerhousingsolutions.com.au/new-energy-tech-approved-seller/>