

Customer Contract

Dear

THIS CUSTOMER CONTRACT IS IMPORTANT. Please read carefully and indicate WHETHER YOU ACCEPT THE TERMS & CONDITIONS set out below.

The commencement date of the Contract is the date you accept the written offer Ener West provides to you, which can be done by executing this agreement below. A confirmation email or letter will be sent to the email or postal address you have provided to us.

.....
(Customers Full Name)

.....
(Customers Signature)

This Contract sets out the terms of the contract between the customer named in the Offer (“Owner”) and Ener West. The contract relates to the sale and installation of a PV solar system (“System”) at the Owner address (“Premises”).

1. Purchase of System

1.1. You agree to purchase and we agree to sell you the system or unit set out in the Offer (“System”) on and subject to the terms of the Contract.

2. The Owner of the system

2.1. The Owner warrants that they own the premise.

2.2. The Owner agrees to provide all reasonable assistance required by Ener West to enable the installation, connection and operation of the System.

3. System

3.1. All products are subject to availability. Ener West reserves the right to discuss with the Customer any substitute products provided that the quality is equal to or better than the one specified.

4. Payment

4.1. Payment for the supply and installation of the System comprises two parts:

1. The assignment by the Owner to Ener West of all rights to create Renewable Energy Certificates (RECs). And any other carbon credits or point of sale rebates from the installation of the System.

2. The Out of Pocket Expense which is comprised of either a full Cash Payment before installation or as determined by Ener West.

4.2. A deposit of 50 per cent of the Out of Pocket Expense is due upon your acceptance of the Offer. Ener West (or its nominee) will hold the deposit on and subject to the terms set out in this Contract.

4.3. The Owner must sign any documents provided by Ener West in order to transfer such rights, rebates or grants and to effect the assignment of the rights to Certificates or carbon credits or rebates to Ener West within 30 days of the Installation of the system to the Owner, or the value of those rights, rebates or grants will be invoiced to and become immediately payable by the Owner.

4.4. The Owner charges all the Owners assets in favor of Ener West until all payments and fees are paid and the Owner hereby authorizes Ener West to lodge a caveat or charge over any assets of the Owner to secure Ener West’s payment under this Agreement.

4.5. Payment of the Out of Pocket Expense is required on the date of signing of this Agreement or as otherwise notified by Ener West.

4.6. The Out of Pocket Expense is calculated based on information provided by the Owner and the Owner is liable for additional charges incurred if the information supplied is not complete and correct.

5. Authority to Install

5.1. You authorize Ener West (and its employees, agents or contractors) to install the System which you have selected, at the address set out in the Offer.

5.2. You authorize Ener West (and its employees, agents or contractors) to connect that system to the electricity grid (or to arrange for the connection of that system to the grid).

5.3. You warrant that you are the owner of the property located at the address set out in the Offer or that you have obtained all consents and approvals required for Ener West to install the System at the property, including from the owner. You must ensure that Ener West and its employees, agents and contractors have sufficient access to that property, at whatever times it or they may reasonably require, in order to install the System which you have selected.

5.4. You agree to execute whatever documents Ener West may require, and to take whatever other action Ener West may require, in order to permit the installation of the System you have selected, and in the case of a solar electricity system, the connection of that system to the electricity grid.

6. Ownership and Risk

6.1. Ownership of a System will pass to you upon the later of:

6.1.1. The date the System is installed at the address specified in the Offer; and

6.1.2. Payment in full of the Out of Pocket Expense for that package.

6.1.3. The assignment by the Owner to Ener West of all rights to create Renewable Energy Certificates (RECs).

6.2. Risk in the System will pass to you when that package is installed at the address shown in the Offer.

7. Termination

7.1. You or Ener West may terminate the Contract if the other party materially breaches the terms of the Contract.

7.2. You may cancel the Contract if the System is not installed at the address shown in the Offer within 3 months after you accept the Offer or within such other period as you may agree with Ener West.

7.3. If you are advised either during the pre-installation site inspection (if one is conducted) or on the day of installation (if no pre-installation site inspection is conducted) that additional fees and charges are necessary to install your System you may cancel the Contract.

7.4. A cooling off period of ten (10) Business days Applies to this contract agreement. The cooling off period commences on the date the contract was signed. This contract may be cancelled by the customer within 10 business days by sending an email to Ener West at: admin@enerwest.com.au

7.5. If the contract is terminated by either party a full 100% refund of the deposit (If any deposit was requested by and paid to Ener West) will be paid to the customer.

8. Failure to Pay

8.1. If you fail to pay any amount that is due and payable under this Contract, Ener West will be entitled to interest on the unpaid amount (both before and after judgment) at the rate applicable to judgment debts in the Supreme Court in the state or territory in which your property is located.

8.2. You will also have to pay Ener West any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

9. Ener West Warranties

9.1. Ener West warrants that the installer of a System will be suitably qualified and experienced, duly licensed or registered. Furthermore, Ener West warrant that they will only use CEC accredited Designers and Installers for the design and installation of all Systems.

9.2. Ener West will repair any damage to your property that is caused by the installer of a System provided that you notify Ener West of that damage within 12 months after installation of that System.

10. Guarantee of Performance

10.1. Ener West Guarantee the system will perform as per the Solar Performance Estimate provided in the offer for a period of 5 years.

10.2. The performance of a System is subject to a number of variable factors, including, but not limited to:

- The number of daily sunlight hours
- Cloud cover and weather patterns
- Any shading that may have occurred since the installation was carried out.
- Regular maintenance and inspections being undertaken as outlined in the customers maintenance manual.

11. Warranties and Liability

11.1. Ener West provide a standard retailers warranty of Five (5) Years on the operation and performance of the whole Solar System including workmanship and products.

11.2 Ener West Provide Warranty over all products such as Inverters, Panels, battery's and electrical components as provided in the Manufacturers Warranty period over and above the Five (5) year operation and performance warranty and as stated in the Ener West Warranties Policy.

11.2. This Ener West warranty exists over and above the consumers guarantees in Australian Consumer Law.

11.3 Ener West will implement Warranty repairs within a reasonable time frame in consultation with the customer and that time frame will be determined based on:

- The nature of the defect
- The lead time on the replacement components from the manufacturer (if required)
- Access to the property to determine and rectify the defect

12. What we don't cover under these warranties:

12.1 Any damage caused by a malicious act, abuse or neglect.

12.2 Any loss suffered by the customer as a result of the products we have installed becoming faulty or breaking.

12.3 Any issues that arise such as faults or breakages outside the warranty period.

12.4 Any damage caused by animals or vermin that was not reasonably foreseeable.

12.5 Any pre-existing electrical installation work, alterations or repairs.

12.6 Any defects or damage caused by inspections or repairs carried out by anyone other than EnerWest

12.7 Any unauthorized modifications, changes or attempted repairs.

13. Carbon Credits and Rebates

13.1. The Owner agrees to and will do all things necessary to assign to Ener West all rights to create Renewable Energy Certificates (RECs) from the installation of the System.

13.2. Ener West, its employee's, agents or contractors do not accept any responsibility for administering or the outcome of any rebate application by the Owner.

13.3. The Owner warrants that all information provided in any rebate or grant application, assignment or nomination form is true and correct.

13.4. The Owner acknowledges that, in certain circumstances, the Australian or State Government may require the repayment of a grant or rebate.

13.5. Ener West will bear no responsibility to the Owner in the event that the Owner is required to repay the grant or rebate or other benefit. In the event that Ener West is required to repay any grant or rebate or forfeit the rights to Certificates or carbon credits which has reduced the Out of Pocket Expense then the Owner must pay Ener West the amount of that grant or rebate or value of the rights forfeited on demand by Ener West.

13.6. In the event that Ener West doesn't receive the rebate through any cause, the Owner will be required to add the discounted amount plus GST of this amount onto the Out of Pocket Expense.

14. Information and Privacy

14.1. You agree to provide Ener West with whatever information it may require from you in order to supply you goods and services under this Contract, and to apply for any grant, rebate or other benefit which you may be entitled to receive from the Commonwealth or State Government.

14.2. The information collected by Ener West may include "personal information" within the meaning of the Privacy Act 1988 (Cwlth). You are entitled to access this information by contacting Ener West at their email address: admin@enerwest.com.au

14.3. Ener West will collect information from you for the purposes of supplying goods and services under this Contract and applying for the grant, rebate or other benefit on your behalf. Ener West may disclose or exchange that information to or with our related bodies corporate, agents and contractors (such as installers, mail houses, data processing analysts and debt collection agencies), the relevant Government authorities and where relevant your distributor, where required to fulfil our obligations under this Contract and also for any other purpose you have consented to or as authorized by law. Ener West may also disclose your personal information to a credit reporting agency in certain circumstances.

14.4. By accepting this Contract, you consent to Ener West collecting, using and disclosing your information as set out in this Contract.

15. Nature of Contract

15.1. This Contract is a contract for sale and installation of the relevant System only at the address shown in the Offer.

15.2. Nothing in this Contract obliges or otherwise requires Ener West to perform any domestic building work.

15.3. Nothing in this Contract obliges or requires Ener West to carry out, or to arrange or manage the carrying out of, any domestic building work.

15.4. This Contract is not a contract to do any residential building work or any specialist work.

16. Miscellaneous

16.1. This Contract sets out the entire agreement between you and Ener West. To the extent permitted by law, all implied terms are excluded.

16.2. 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.

16.3. This Contract is governed by the laws of the State in which your property is located (as specified in the Offer).

17. Additional fees that may arise

17.1. Ener West will organize for your solar system to be connected to the relevant supply authority grid. The cost of this connection is not included in the Ener West agreement unless it is stated as an item in the offer. This additional cost may include but not be limited to:

1. The fee that Synergy charge to reconfigure the incoming meter.
2. The fee that Western Power charge for upgrading to an Import/Export meter (if required)

18. Installation Conditions

1. The installer's vehicle, equipment and installer must have ready access to the house and the location where the new solar PV system is to be installed.
2. All necessary council or other approvals obtained by owner.
3. Panel configuration as per the performance estimator supplied in the offer.
4. No updates of the existing electrical systems are required apart from those outlined in the offer.
5. Subject to site inspection.

19. Installation includes:

1. Supply and installation of solar PV system and associated equipment as specified.
2. Supply and installation of necessary circuit breakers and isolators as required by standard AS5033.
3. All associated components and cabling of solar array as required by standard AS5033.
4. Placing signage as required under AS3000.
5. Commissioning of the system and connection to Power Authority's Grid.