



# System Purchase Terms and Conditions

These are the standard terms and conditions applying to the supply and installation of Systems by Australian Carbon Solutions trading as ACS Solar (ABN 59 1515 77427) (**ACS**).

## 1 Supply and Installation

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- 1.1 ACS shall supply the System to the Customer and install the System on the Premises, connecting the System to the meter box for connection to grid as quoted.
- 1.2 The following work is outside the scope of the installation and charged at ACS's ordinary work rates (as advised):
  - (a) upgrading metering enclosures,
  - (b) metering requirements that are outside ACS's standard metering scope;
  - (c) upgrades to boards required by supply authorities; and
  - (d) other work to boards exceeding what is normally required.

## 2 Warranty

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- 2.1 In addition to its statutory warranties, ACS warrants that the System will be correctly installed and its components will meet the agreed specifications and Australian Standards.
- 2.2 ACS also warrants that the system will perform as specified for the defects liability period as defined in the accepted proposal or quote for 60 Months.
- 2.3 The Customer warrants that:
  - (a) the installation site is safe and is free from dangerous materials, chemicals or toxins, including asbestos; and
  - (b) all electrical services, metering and cabling at the installation site are in compliance with relevant regulations and are safe.
- 2.4 The Customer agrees that:
  - (a) warranties in relation to the components are the responsibility of the manufacturer but ACS will provide reasonable assistance to the Customer in relation to any warranties;
  - (b) ACS is not directly responsible for the performance of components;
  - (c) ACS is not responsible for repairs to the structure of the Premises, structural engineering or certifications related to the support structure;
  - (d) any cost associated with servicing, transporting or otherwise replacing any equipment falls outside the warranty in clause 2.1 and will be at the Customer's expense;
  - (e) delivery dates may be extended by ACS where delays occur due to matters beyond ACS's reasonable control;
  - (f) any claim against an installation or workmanship warranty is subject to the Customer providing access to the Premises during normal working hours to conduct an installation fault check before conducting any further site visits to support the warranty; and
  - (g) in the event that ACS find the installation fault to be caused by the Premises, the Customer must bear the cost of rectifying the fault and compensate ACS for any costs incurred in finding the fault.
- 2.5 ACS reserves the right to identify the type of defect and cause of any equipment or installation failure and will not repair or replace the System, or cover the System under warranty, if damage is due to:
  - (a) accident, negligence of the Customer, misuse, theft, vandalism, fire, water or other peril;
  - (b) conditions outside the specification or operation of the products including, but not limited to, electrical power, temperature, humidity or dust;
  - (c) any repair, relocation or alteration of a System not performed by ACS;
  - (d) any cause other than normal use; or
  - (e) the System being damaged due to faults in the equipment or Premises of the Customer.

## 3 The System

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- 3.1 The Customer acknowledges that ACS reserves the right to change the equipment to be supplied to the Customer provided the new equipment provides the customer with similar, equivalent or higher output and technical specifications.
- 3.2 Title and property of the System will only pass to the Customer when the final payment is made. Until such time:

- (a) property ownership and title of the System remains with ACS and the Customer agrees to hold the System as a Bailee for ACS;
  - (b) ACS may at any time terminate any agreement relating to the System and the bailment without notice to the Customer and may thereupon take possession of the System;
  - (c) the Customer authorises ACS, including its agents or contractors, to enter the Premises to take possession of the System and use all reasonable means to obtain possession; and
  - (d) The System may not be sold by the Customer.
- 3.3 The Customer assumes all physical risks for the System, including damage, theft or other loss, upon delivery of the System to the Premises.
- 3.4 The Customer indemnifies ACS against any damage, theft or other loss of the System if the Customer has not completed full payment for the System.
- 3.5 The Customer agrees that any associated metering or other costs between the Buyer and Energy Supplier or other third parties is an additional cost to the Customer and is not the responsibility of ACS.

## **4 Payment**

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- 4.1 Unless otherwise agreed, the Customer shall pay for the System in the following instalments:
- (a) An amount equal to 30% of the Out of Pocket Investment including GST due on acceptance of the quote provided by ACS (no work will commence and no equipment will be ordered until payment has been made) ;
  - (b) An amount equal to 30% of the Out of Pocket Investment including GST due on delivery of the System to the Premises, being the day on which the System arrives on the Premises;
  - (c) An amount equal to 40% of the Out of Pocket Investment including GST (being the remaining balance) due on completion of the installation irrespective of the state of meter upgrades.
- 4.2 Payments must be made to:
- Account Name: Australian Carbon Solutions Pty Ltd  
BSB: 032 585  
Account No: 187 371
- 4.3 The Customer agrees that the amount paid under clause 4.1(a) is used by ACS to order or purchase equipment for the System on behalf of the Customer.
- 4.4 The failure by an Energy Supplier to deliver or install Ancillary Equipment shall not affect the Customer's payment obligations in clause 4.1
- 4.5 ACS may require progress payments in relation to the payments referred to in clause 4.1(c), such payment being calculated by reference to the proportional value of the installation work completed.
- 4.6 Interest shall be charged at 1.5% per month on overdue amounts.
- 4.7 ACS will not issue a Certificate of Compliance until the System Price, including any interest charged, is paid in full by the Customer.
- 4.8 GST is applied to the Full System Value irrespective of any Solar Rebate. Where Solar Rebates are applied as a point-of-sale discount the Out of Pocket Investment payable will include the GST of the full System Value.

## **5 Government Rebates**

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- 5.1 Unless specifically requested the Customer agrees to assign immediately any Solar Rebates to ACS in exchange for a point of sale discount from the Full System Value.
- 5.2 Under clause 5.1, the Customer authorises ACS to submit any relevant application to any relevant Authority for the Solar Rebates.
- 5.3 If the market value of a Solar Credit changes by at least 10 percent, ACS shall:
- (a) apply the increase in value of the Solar Credit as a reduction to the Contract Price; or
  - (b) apply the decrease in value of the Solar Credit as an increase to the Contract Price.
- For the avoidance of doubt, a change in market value of a Solar Credit that is less than 10 percent shall not affect the System Price.

## **6 Statements**

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- 6.1 The Customer agrees that the System, including its performance and limitations (including shading problems) has been explained to them.

- 6.2 Panel capacity is based on standard test conditions and real life output may vary.
- 6.3 ACS has taken reasonable care to ensure information regarding government assistance schemes and electricity projections are correct at the time of publication. Such information is subject to change without notice.
- 6.4 ACS is not responsible for any inaccuracies, or for any losses caused to the Customer by changes in government assistance schemes or other programs.
- 6.5 All projections of electricity generation and performance (financial or otherwise) have been prepared in good faith but are illustrative only and Customers are to seek their own independent advice.

## 7 System Component Liability

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- 7.1 To the extent permitted by the Consumer Law or other applicable law, ACS gives no warranty or guarantee in relation to the individual components or products that comprise the System, including the performance of such individual components or products.
- 7.2 ACS shall use reasonable endeavours to facilitate any warranty or guarantee provided by the manufacturer for the benefit of the Customer.
- 7.3 Except as permitted by the Consumer Law or other applicable law (including section 64A of the Consumer Law), the liability of ACS is limited, to the extent that it is fair and reasonable, to the following:
- (a) the supply of a replacement System or an equivalent System;
  - (b) the repair of the System;
  - (c) the payment of the cost of replacing the System with an equivalent System; and
  - (d) the payment of the cost of having the System repaired.

## 8 Definitions

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Term	Definition
<b>Ancillary Equipment</b>	includes metres, enclosures, boards and other equipment which form part of, are connected to, or are necessary for the proper functioning of the System.
<b>Authority</b>	means any federal, state or local government or statutory authority, corporation or similar entity.
<b>Certificate of Compliance</b>	includes a Certificate of Compliance – Electrical Safety (CCES), or such other certificate as may be required by the relevant industry or Authority from time to time.
<b>Consumer Law</b>	means Schedule 2 to the Competition and Consumer Act 2010 (The Australian Consumer Law).
<b>Customer</b>	means the person to whom the System is being provided or upon whose Premises the System is being installed.
<b>Energy Supplier</b>	includes any supplier, retailer and distributor of electricity, electrical systems and related equipment or services.
<b>Premises</b>	means the site on which the System will be installed.
<b>Solar Credit</b>	includes Renewable Energy Certificates (REC), Small-scale Technology Certificates (STC), grants, rebates, credits or other similar benefits from the Commonwealth or State Government in relation to the generation of renewable energy under current laws or successor laws.
<b>System</b>	means the solar power system supplied by ACS, including work and services connected with its installation.
<b>Out of Pocket Investment</b>	means the amount payable by the Customer to ACS for the System, includes GST, any variations, additions or updates agreed between the parties, and interest charged by ACS to the Customer.
<b>Full System Value</b>	means the total value of the system before Taxes, before Rebates, Discounts or Solar Credits have been applied.