

POSITIVE SERVICES T/A POSITIVE SOLAR & ELECTRICAL T's And C's OF TRADE

AGREEMENT

- By ordering products or services from us you agree to be bound by these Terms and Conditions.
- Reference to "we", "our" and "us" means Positive Services Pty Ltd also as trading as Positive Solar & Electrical and its officers, employees and subcontractors.

QUOTES

- Any quote we give you is not an offer.
- Quotes apply only to your specific quoted order. They do not apply to any other order or change to your order.
- Quotes are valid only if in writing and only for 30 days unless we specify otherwise in writing.
- You must pay our additional charges at our current hourly rate if additional work is required because of undisclosed site or building conditions or features revealed during the course of providing our services, or if you require variations to the products or services.
- You must pay our additional costs as a result of any change by a manufacturer of a product model or its price for a product.
- We retain all intellectual property rights in any plan or design that we create for supply of services or products to your premises.

ORDERS

- We may refuse to accept your order for any reason.
- We may subcontract the supply of any products or services.
- You cannot cancel your order because you change your mind after we have ordered products from manufacturers or started to provide services.

▪ Privacy Act 1988

The Customer agrees for the Service Provider to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by the Service Provider.

The Customer agrees that the Service Provider may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:

to assess an application by the Customer; and/or to notify other credit providers of a default by the Customer; and/or

to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or

to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.

The Customer consents to the Service Provider being given a consumer credit report to collect overdue payment on commercial credit.

The Customer agrees that personal credit information provided may be used and retained by the Service Provider for the following purposes (and for other agreed purposes or required by):

the provision of Goods; and/or analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or

processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or enabling the collection of amounts outstanding in relation to the Goods.

The Service Provider may give information about the Customer to a CRB for the following purposes:

to obtain a consumer credit report; allow the CRB to create or maintain a credit information file about the Customer including credit history.

The information given to the CRB may include: personal information as outlined in 8.1 above;

name of the credit provider and that the Service Provider is a current credit provider to the Customer;

whether the credit provider is a licensee;

type of consumer credit;

details concerning the Customer's application for credit or

commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);

advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and the Service Provider has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);

information that, in the opinion of the Service Provider, the Customer has committed a serious credit infringement;

advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

The Customer shall have the right to request (by e-mail) from the Service Provider:

a copy of the information about the Customer retained by the Service Provider and the right to request that the Service Provider correct any incorrect information; and

that the Service Provider does not disclose any personal information about the Customer for the purpose of direct marketing.

The Service Provider will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

The Customer can make a privacy complaint by contacting the Service Provider via e-mail. The Service Provider will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.

PRICES

- We will supply products and services according to our current pricing structure.
- We may change product prices or prices for ongoing services at any time without prior notice to you.
- If we change agreed prices we will inform you of the change before we supply further products or services to you.

PAYMENT

- You must pay for our products and services in full and without any deduction within 7 days after we give you an invoice (unless we extend you further credit). Or upon receipt of invoice as per contract Time is an essential term.
- We accept payment only by credit card, direct deposit, or cash (don't send cash by post). You must pay our specified bank merchant charges for credit card payments.
- If you make a direct deposit, please let us know, and also ensure that the deposit contains a reference to you or our invoice. We cannot credit you with payment until we can verify your deposit with our bank.
- We do not normally extend credit beyond 7 days. If we do, we may specify a credit limit and you must also pay each invoice within the allowed period. Time is an essential term. Despite any credit terms on our invoice, we may withdraw credit at any time for any reason.
- If for any reason your account is overdue, then in addition to our other rights:
 - we will not supply any further products or services until it has been paid;
 - we may charge you interest at 10% per annum, calculated daily from the due date until payment;
 - you must pay (on a full indemnity basis) our legal and other costs of recovering or attempting to recover amounts owing to us; and
 - we may, without liability, detach and remove from your premises any products we have supplied (whether or not they have been incorporated into any fixture or equipment).

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TITLE TO PRODUCTS

- We retain title to products we supply until we have received full payment (whether or not they have been incorporated into any fixture or equipment). They then become your property.

ACCESS

- Before we attend your premises you must take all reasonable action to remove any potential hazards that might harm our health or safety, and identify to us any that you have not removed.
- You must pay our additional charges at our current hourly rate for our time spent while we are unable to provide services due to lack of access to your premises (whether caused by your absence at an agreed time, or incorrect, missing or faulty keys or access cards, or the premises not being safe or suitably prepared for us, or free parking not being available for our vehicle within 20m of the premises, or otherwise).

NON-CONSUMERS

- If you are a "consumer" as defined by the **Australian Consumer Law** ("ACL") you are entitled to statutory guarantees that cannot be excluded. The following provisions of this clause apply only if you are **not** a consumer:
 - We are happy to make recommendations or offer advice about products. However, by placing your order you acknowledge that you rely solely on your own decision as to the suitability of the final products for a particular purpose (whether or not you have told us that purpose) and you do not rely on our skill or judgement.
 - Unless we expressly agree otherwise, you cannot return incorrectly ordered products. You must return any alleged faulty products to us at your risk and cost.
 - We do not warrant the quality or performance of any supplied product. You must rely on any manufacturer's warranty.
 - To the extent permitted by law, these Terms and Conditions exclude all statutory warranties and other liabilities in relation to products and services that can be excluded. Your non-excludable statutory rights are not affected.
 - If a statutory warranty or other liability cannot be excluded, our liability to you for breach of the warranty or liability is, at our choice, to replace or repair products (or pay for the cost of their replacement or repair), or resupply services (or pay for the cost of their resupply), or refund the amount you have paid to us for the products or services. If we have agreed to replace or repair products (or pay for the cost of their replacement or repair) or resupply services (or pay for the cost of their resupply) and you refuse or prevent their replacement, repair or resupply, you are taken to have unconditionally accepted the original products or services, we have no further liability to you, and you must immediately pay any outstanding account or comply with any credit arrangement.
 - We are not liable to you for failure or delay in providing products or services, or for indirect or consequential loss.
 - The date for providing products or services is an estimate only.
 - Our maximum liability for damages (whether arising from negligence, breach of contract, breach of express or statutory warranty, breach of other obligation, misrepresentation, or otherwise) is the amount you have paid to us for the relevant service or product.
 - If you are unsatisfied with any products or services you must give us written details within 7 days after we

have supplied or provided them. Time is an essential term.

- If you have a claim against us you are taken to have abandoned it if you do not commence legal proceedings within 6 months from the date the claim arose. Time is an essential term.

LIMITATION OF LIABILITY

- If we fail to comply with a statutory guarantee for supply of goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability is limited to one or more of the actions allowed by s64A(1) and s64A(2) ACL.

CHANGES TO TERMS & CONDITIONS

- We may change these Terms and Conditions at any time. If we provide ongoing services or products we will notify you of any change but need not give you prior notice.

ENTIRE AGREEMENT

- Subject to your statutory rights if you are a "consumer", these Terms and Conditions are the entire agreement between you and us in relation to our services and products. Alleged oral representations by us or anyone on our behalf are excluded.
- Any term or condition (or part of it) that is unenforceable is to be varied to the extent required to preserve the purpose and remainder of these Terms and Conditions, or, if necessary, omitted.
- Any express term or condition on the reverse side or on a document or in an e-mail accompanying these Terms and Conditions prevails to the extent of any inconsistency with these Terms and Conditions.

GOVERNING LAW

- The laws of NSW govern these Terms and Conditions. Any claim relating to these Terms and Conditions must be submitted to the exclusive jurisdiction of the Courts of NSW.

Sundries

- Any warranty claim must be made to us in writing, it is at our discretion that we replace or repair what is claimed, Cost of replacement or repair by is limited to the value amount of that item as at time of purchase from us, products purchased by us revert to the default warranty as provided by the manufacture.
- * The lifetime of a PV system is defined as 15 years; warranty applies when service agreement is in place.