

Standard Terms & Conditions

1. Background

1.1. This standard Terms and Conditions document sets out the terms of the contract between the Customer and GPower Energy. This standard Terms and Conditions document applies to the purchase of a solar photovoltaic (PV) system as set in the offer.

2. Terms and Conditions

- 2.1. A contract for the supply and purchase of solar photovoltaic system will be formed, on these Terms and Conditions, immediately when a Customer signs a GPower Energy sales contract for solar PV system or otherwise request that GPower Energy supply solar PV system.
- 2.2. These Terms and Conditions together with the relevant quotation provided in respect of the Goods (Quotation) and any load profile (or equivalent document setting out the Customer's usage requirement for the Goods) provided by the Customer to GPower Energy prior to the date of Quotation (Load Profile) constitute the entire agreement between the Customer and GPower Energy.
- 2.3. No terms and condition contained in, or deemed to be incorporated by, an Order or Quotation (if any), will apply in substitution of these Terms and Conditions or in any way override or amend these Terms and Conditions.
- 2.4. A Customer must not cancel an Order or terminate a Contract without the prior written consent of GPower Energy. The Customer must indemnify GPower Energy for all costs, expenses and losses incurred as a result of that cancellation or termination.

3. Warranties and Acknowledgements by Customer

3.1. The Customer (a) warrants that it has read and understood these Terms and Conditions and has had the opportunity to obtain independent legal advice about their terms and effect; (b) warrants that all information supplied to GPower Energy in connection with the supply of Goods (including, without limitation, the Load Profile) is true and accurate and acknowledges that GPower Energy has relied on that information in supplying the Goods; (c) acknowledges that the performance of Goods may be affected the action of third parties and the environmental conditions including, without limitation, the number of hours of sunlight, cloud cover, weather patterns, the location of the Goods and the location of surrounding structure and flora; (d) acknowledges that while GPower Energy may have provided information to it about the performance of solar photovoltaic systems generally, it has not made any representation or warranty concerning the performance of the Goods or the suitability of the Goods for the site at which the Goods are to be installed (Site); (e) warrants that notwithstanding clause 3.1; (d), it has not relied upon any representation or warranty concerning the performance of the Goods or the suitability of the Site; (f) warrants that all electrical and plumbing infrastructure and installations at the Site (Systems) comply with all laws, Acts, rules, regulations and codes and the requirements and directions of any relevant Commonwealth, State and Local Government departments and other bodies (Laws); (g) acknowledges that if systems are not compliant with all Laws, it may be required to repair or replace those parts of the systems that are non-compliant at its own cost prior to the installation of the Goods and/or provision of the Service; and (h) acknowledges that all descriptive specifications, illustrations, drawing, data dimensions and weights provided by GPower Energy to the Customer or otherwise contained in fact sheets, price lists and other advertising matter of GPower Energy are approximate only and have not been relied upon by it.

4. Purchase Price

- 4.1. Subject to clause 4.2, the purchase price for the Goods is the price set out in the Quotation (Purchase Price).
- 4.2. The Purchase Price may be varied by GPower Energy for any reason including, without limitation, additional transportation, packing, freight, storage, handling, insurance, government, statutory or regulatory charges that relate to the supply of the Goods (if any).
- 4.3. Unless otherwise expressed, the Purchase Price is inclusive of GST. If GST is, or becomes, payable in respect of any supply made by GPower Energy to the Customer, the payment for that supply will be increased by an amount equal to the GST payable.

5. Rebates & Incentives

- 5.1. The Customer authorizes GPower Energy to apply for any grant, rebate or other benefit from the Commonwealth or State Government or any local government council in connection with the installation of a solar photovoltaic system (Rebate) in the Customer's name and to receive payment of that Rebate on the Customer's behalf.
- 5.2. The Customer agrees to sign relevant documents provide necessary information and take necessary action GPower Energy may require, to enable GPower Energy to receive payment of a Rebate.
- 5.3. If GPower Energy receives payment of a Rebate, it will apply that payment in or toward satisfaction of the Purchase Price and pay any excess.
- 5.4. GPower Energy is not responsible for any failure to obtain a Rebate and Customer remains liable for the Purchase Price and any other amounts due to GPower Energy which are not paid in full.
- 5.5. The Customer unconditionally assigns all Small-scale technology certificates (STCs) to which the Customer is entitled in respect of the Goods to GPower Energy.
- 5.6. The Customer acknowledges that, in certain circumstances, the Commonwealth Government, State Government or local government council (as applicable) may require repayment of the Rebate from the Customer and in such circumstance GPower Energy will have no responsibility to the Customer.

6. Payment of the Purchase Price

- 6.1. Subject to clause 6.5, the Customer must pay the Purchase Price as follows: (a) if the Goods are to be installed on the Site by GPower Energy; a Minimum 10% upon receipt of a contract by GPower Energy, and the balance prior to the installation of the Goods; (b) if the Goods do not require installation or are to be installed at the Site by the Customer or a third party; a Minimum 10% upon receipt of an Order/contract by GPower Energy and the balance immediately upon Delivery of the Goods.
- 6.2. If, within 60 days of the installation or Delivery of the Goods, GPower Energy does not receive payment of the anticipated Rebate in full for any reason whatsoever, the Customer must pay an amount equal to the Rebate (or the balance of the Rebate which remains outstanding) to GPower Energy within 7 days of receiving a notice from GPower Energy requiring it to do so.

- 6.3. Failure to Pay (a) If the customer fails to pay the any amount that is due to and payable under the Contract Document, GPower Energy 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; (b) you will also have to pay GPower Energy any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).
- 6.4. If the Delivery or installation of Goods is delayed: (a) at the request of the Customer; (b) by reason of non-readiness of the Site; (c) by reason of a delay in the supply of materials lobe provided by the Customer or a third party; (d) the act or omission of the Customer or any third party; or (e) for any other reason beyond GPower Energy reasonable control, payments due upon Delivery or installation of the Goods, must be made at the time in which they would have been made had there been no such delays and the Goods will be stored at the Customer's risk and expense.
- 6.5. The Customer's obligation to make a payment under this clause 6 is not affected by any delay in the connection of, or the supply of electricity to, the Goods by electrical distributor or any other third party.
- 6.6. If the Customers take Installation Plan: (a) upfront payment has to be made while the Customer sign the sales contract; (b) pay the remaining balance by an equal monthly installments via an accepted payment method. The monthly installments will be due on the 15th of each month, start from following 15th after installation; (c) additional charges may apply to the delayed or declined payment; (d) the Interest Free Payment Plan is not available in conjunction with any other special offers, promotions or discounts unless we agree otherwise.
- 6.7. Metering installations (a) additional charges may apply to the installation of a suitable meter to record the power exported to the electricity network. Costs associated with the installation of the new meter will vary dependent on the distance from your inverter to the meter location. The new meter must be installed by an Accredited Service Provider (ASP); (b) a gross directional meter must be installed in the main meter box as there needs to be a direct connection to the distribution network; (c) where existing metering is detached from the building of the solar installation and you wish to receive a gross feed-in tariff, additional charges will be incurred by you to connect the solar installation/inverter directly to the location of the gross meter.

7. Risk and Ownership of Goods

- 7.1. Risk of loss, or damage, to the Goods passes to the Customer on delivery which will occur on the earliest of the following events: (a) the Customer taking possession of the Goods from GPower Energy permission; (b) completion of the loading of the Goods onto a transportation vehicle provided by the Customer; or (c) delivery by GPower Energy to the Site or any other location nominated by the Customer (Delivery).
- 7.2. Ownership of, and title to, the Goods passes to the Customer only upon payment in full by the Customer of the Purchase Price for the Goods and any other amounts due by the Customer to GPower Energy.
- 7.3. Until payment of the Purchase Price for the Goods (in full): (a) GPower Energy retains full legal title to the Goods; (b) if the Goods are in the Customer's possession, the Customer will hold the Goods as bailer for GPower Energy and must store the Goods so that they are clearly identifiable as the property of GPower Energy; (c) GPower Energy may call for, and recover possession of, the Goods at any time; and (d) the Customer must at its own cost, remove (if installed), and deliver the Goods to GPower Energy if requested to do so by GPower Energy, and (e) if the Customer does not comply with a request by GPower Energy to remove (if installed), and deliver the Goods without liability for trespass, using whatever force may reasonably be necessary.

8. Right of entry

- 8.1. GPower Energy may use any competent and qualified director, representative, associate, officer, employee, agent or subcontractor (Authorized Persons) to provide the Goods.
- 8.2. The Customer grants to each Authorized Person, a license to enter the Site for the purpose of: (a) installing the Goods; (b) inspecting the Goods; (c) conducting repairs or maintenance to the Goods; (d) removing to facilitate, the removal of the Goods or any equipment upon termination of this Contract
- 8.3. The Customer will provide each Authorized Person with access to water, electricity, toilet and washing facilities.
- 8.4. The Customer will ensure that all other third party consents necessary for the Authorized Persons to access the Site as described, in this clause are obtained prior to access being required.

9. Insolvency

- 9.1. If the Customer becomes, or resolves to become, insolvent, bankrupt or have a receiver, administrator, liquidator, trustee or similar official appointed, then (a) the Customer must notify GPower Energy immediately; (b) all amounts outstanding by the Customer to GPower Energy immediately become due and payable; and (c) the Customer's right to possession of any Goods supplied by GPower Energy which have not been paid for in full by the Customer ceases, and GPower Energy will be entitled to recover possession of those Goods under clause 7.3.

10. Cancellation and Refund Policy

- 10.1. GPower Energy will offer a partial refund privilege within the Terms and Conditions of this Contract, subject to the following: (a) Cancellation after full payment: the Customer will not be entitled to a partial or full refund after which full payment has been made. The Customer hereby acknowledges their order cannot be partially or fully refundable if it is made to order merchandise and to ship. Please ensure your order meets your needs and requirements since refunds cannot be granted; (b) Cancellation within 7days after the customer signed the contract; there will not be any refund to customer.

11. Damaged or Missing Goods

- 11.1. Any claim in respect of a shortage of Goods or damaged Goods(Claim) must be lodged with GPower Energy within 7days of the Delivery of some or all of the Goods the subject of the Contract.
- 11.2. Failure of the Customer to give notice of a Claim within 7days of the Delivery of some or all of the Goods the subject of the Contract will be deemed an absolute and unconditional waiver of such Claim.

12. Warranty

- 12.1. Subject to clause 13: Solar Panels: 25 year power production warranty from the date of installation, the first 10 years at 90% of the minimum rated power output at STC and the balance of 15 years at 80% of the minimum rated power output at STC. Local 5 years on product warranty from the date of installation. Solar Panel glass has a high quality and any breakage is a result of external influence, therefore no warranty applies to the panel glass. Inverter: 5 years from the date of installation; Installation: 1 year from the date of installation. Mounting frame: 5 years from the date of installation.

13. Exclusions and Limitation of Liability

- 13.1. Except for any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void; and the warranty set out in clause 12, (together the Non-Excluded Warranties), GPower Energy excludes all other conditions and warranties implied by custom, the general law or statute.
- 13.2. The warranty set out in clause 12 does not apply if unauthorized repairs or alterations, not specifically authorized by GPower Energy, are made to the Goods, the Customer fails to comply with all instructions of GPower Energy (whether written or verbal) in relation to the fitting, installation and use of the Goods or the Goods are: (a) installed in a mobile or marine environment; (b) subjected to improper voltage or power surges (c) discoloured by mould, corroded, oxidized or the like; (d) not returned to GPower Energy for inspection; (e) subjected to extreme environmental conditions or rapid changes in such conditions; (f) damaged by accident, force of nature or any other acts beyond GPower Energy reasonable control; (g) otherwise improperly installed (other than by an Authorized Person) or abused or misused.
- 13.3. The liability of GPower Energy under any of Non-Excluded Warranties is limited to: (a) in the case of Goods, replacing the Goods, repairing the Goods or payment for the cost of replacing or repairing the Goods; and (b) in the case of services, re-supplying the services, having the services re-supplying or payment for the cost of having the services re-supplied.
- 13.4. GPower Energy is not responsible for any non-Delivery of failure to supply Goods on the date agreed between the parties and the Customer is not entitled to cancel any Order as a result of that failure.
- 13.5. GPower Energy will not be liable for any personal injury, incidental damages, consequential losses, loss of profit, costs of business interruption, loss of opportunities or any like claims whatsoever arising from any use of, of incidental to, the Goods or their failure to operate, arising out of GPower Energy negligence or breach of Contract.
- 13.6. If the Goods are, or any component part of the Goods is, manufactured by third party or supplied to GPower Energy by a third party (including, for avoidance of doubt, all solar panels, inverters and batteries), any warranty offered by GPower Energy in relation to the Goods or component part of the Goods will be limited to the GPower Energy right of redress (if any) against the manufacturer of supplier of the Goods. (a) The Customer must keep GPower Energy indemnified against: without limiting loss of profit, which may be made against GPower Energy or which GPower Energy may sustain, pay or incur arising out of the manufacture or sale of the Goods, except in so far as the same arise from GPower Energy negligence or breach of the Contract; and (b) any unforeseen costs incurred by GPower Energy during installation of the Goods.
- 13.7. This clause 13 does not exclude limit the application of any statutory provision where to do so would contravene that statute or cause any part of this clause 13 to be void.
- 13.8. The provision of the United Nations Convention on Contracts, for the International Sale of Goods is expressly excluded from all Contracts.

14. Information and Privacy

- 14.1. Information collected by GPower Energy from the Customer may be used and accessed in accordance with GPower Energy privacy policy.
- 14.2. Without limiting clause 14.1 the Customer acknowledges and agrees that GPower Energy may exchange information about its credit arrangements, credit worthiness, credit standing, credit history and/or credit capacity with other credit providers. If the Customer is a company or a trust, the aforementioned also refers to any directors of the company or directors of the trustee of the trust.

15. Miscellaneous

- 15.1. Where engineering or technical assistance (Assistance) forms a part of the supply of Goods: (a) the cost of transporting equipment and instructors, air fares, hire cars, on site transportation, meals, accommodations and miscellaneous out of pocket expenses will be charged to the Customer at cost; (b) all travel time and stand-by or waiting time will be charged at the labor rate specified in Quotation (and, if no rate is specified, at GPower Energy standard; about rate); and (c) parts and other miscellaneous materials purchased by GPower Energy will be charged at cost plus 25%.
- 15.2. GPower Energy owns (and this Contract does not transfer ownership of) all intellectual property rights (including, without limitation, copyright, trademarks, registered designs, patents and know how) in or in connection with relating to the Goods.
- 15.3. The Customer is not to alter or remove or in any way tamper with any of the trade or other marks or numbers of GPower Energy. Any software supplied by GPower Energy may be used by the Customer only on the equipment configuration specified in the Quotation.
- 15.4. All Customers are governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.
- 15.5. GPower Energy may vary these Terms and Conditions or terminate a standard mail or any commercially accepted electronic means including email and facsimile.
- 15.6. GPower Energy may supply a replacement of the system with an equipment of the system or unit.
- 15.7. If any term or part of a term of these Terms and Conditions is illegal or unenforceable, it may be severed and the remaining terms or parts will continue in force.

16. GST

- 16.1. If the Customer is a GST registered entity, the Customer agrees to GPower Energy creating a Recipient Created Tax Invoice (RCTI) on the Customer's behalf for any STCS sold to GPower Energy by the Customer, as part of this agreement.

17. Amendment and Termination

- 17.1. GPower Energy may terminate this contract in the event that you fail to comply with the terms of this contract.
- 17.2. You may not terminate this contract, revoke any authorize granted under it, or elect to not purchase a system, otherwise than in accordance with this clause or as otherwise permitted by law.
- 17.3. If GPower Energy terminates this contract as you have failed to comply with the terms of this contract, you will have to pay any associated costs (including, but without limitation, legal costs).