

# Residential PV Installation

## Terms & Condition

AICA Engineering Pty Ltd will -

1. Complete its contractual obligation as designated overleaf.
2. Estimate the date of commencement quoted overleaf as an estimate only of when the goods may be available for delivery and the Seller may not be liable in any way for failure to deliver with the stated time and purchaser shall accept and pay for the goods as and when tendered not withstanding any such failure to deliver with in the stated time.
3. Not accept responsibility for storm or other damage following completion of the work by our tradesperson.
4. Not take responsibility for damage to any motor vehicles parked on or next to the premises. Whilst we will take every reasonable precaution, there are risks of damage, vehicles, children's toys etc. must be removed from the immediate vicinity while work is in progress.
5. Charge interest in accordance with the applicable rate of interest of the Supreme Court of the state in which this Agreement is entered into on any outstanding monies beyond the due date, unless you have advised us in writing that you have a complaint and we are withholding payment for that reason.

You the Client will please –

- Keep all children, pets and visitors away from our workpeople at all times while the job is in progress.
- Pay the contract price (which is firmly fixed), immediately and in full prior to the actual installation.

### 1. Ownership

- Ownership of any goods supplied to you by the AICA Engineering under this contract remains the property of the AICA Engineering until all monies have been received by the AICA Engineering and all cheques have been cleared.
- Until all outstanding monies have been received by the company you will hold goods supplied as bailee only and will be liable for all loss of and damage to such items
- AICA Engineering may enter the site to recover goods which have not been paid for.

### 2. Installation

- Installation is subject to satisfactory inspection of the site by the AICA Engineering technicians and confirming the suitability of the site for the installation.
- You must give the company and its contractors access to the site to enable installation, including access. At no cost to the company, to electricity, toilet and water.

### Exemptions

Unless otherwise detailed on this contract the 'scope of work' is to install a new PV system, (but not excluding other forms if requested on this order). PV System install work as specified, notwithstanding does not include, structural timber work, support timbers such as fascia boards, battens or framing timbers existing at the time of the works being carried out unless specified overleaf.

Whilst all due care and diligence will be taken during the installation process, AICA Engineering Pty Ltd is held responsible for incidental or unforeseen damages that may occur to client's property.

Actual system performance will depend on geographical and atmospheric conditions, and the structural limitation of the given installation site. AICA Engineering Pty Ltd will optimise through design and installation measured to produce the best possible daily energy yield given the contractual constraints. AICA Engineering Pty Ltd can also not be held responsible for changing circumstance which may alter the future system performance, such as but not limited to shading issues.

### Cancellation

If the customer, after the expiry of any cooling off period (if applicable), purport to cancel this Agreement or otherwise repudiate this Agreement prior to or after the date of commencement, or delay the date of commencement of work, the customer shall pay to the seller the cost incurred by the seller to the date of such purported cancellation or repudiation or delay in commencement as the case may be, and agrees that this cost is determined at the sole discretion of the seller.

The seller may seek an amount up to but not exceeding 18% of the total contract price as pre-estimate damages.

Any deposit paid by the purchaser may be used by the seller to meet or form part payment of the pre-estimated liquidated payable by the purchaser, any surplus will be refunded to the purchaser.

### Cooling Off period

This Agreement may be subjected to a cooling off period under the term of Fair Trading or equivalent legislation in the place in which this Agreement is entered into ("cooling off period").

During the cooling off period (if applicable), the customer may notice the seller of recession of this Agreement. That notice must be in writing and delivered to the seller, either in person or by pre-paid post addressed to the seller.

### Agreement

This order and its acceptance shall be deemed to constitute the entire Agreement between the parties and to the extent permitted by law, all terms conditions and warranties express or implied are expressly included.

A materials and measurements may require confirmation; this Agreement is subjected to a condition of final approval by the seller. Pending that approval, this Agreement is binding on both parties.

### Debt collection costs

Any expenses, cost or disbursements incurred by the Seller in recovering outstanding monies owned by the customer to Seller under this Agreement, including debt collection agency fees and solicitor's cost shall be paid by the customer to the seller when demanded by the seller on an indemnity basis. Interest is payable by the customer to the seller on any outstanding monies owned by the customer to the seller under this Agreement in accordance with applicable rate of interest of the Supreme Court of the state in which the order is placed at the time of the making of the order.

### Privacy Act

- I/We agree that AICA Engineering Pty Ltd may use a credit report about me for collecting overdue payments (section 18K(1)(h). Privacy act 1988. If AICA Engineering Pty Ltd considers it relevant to collecting overdue payment in respect of commercial credit provided to me.
- AICA Engineering Pty Ltd is bound by the National Privacy Principles set out in the Privacy Act. Certain information about customer is retained for warranty and other purposes related to our commercial operations, but not divulged to third parties.
- By Providing your telephone number, you may warrant that you are the relevant telephone account holder (or their nominee) within the meaning of the Do Not Call Register Act 2006 (Cth). You hereby consent to being contacted by telephone in relation to AICA Engineering Pty Ltd goods and services, such consent to continue indefinitely.

### Substitution of Goods

In the event of unforeseen supply issues, AICA Engineering reserves the right to supply "Like Goods" of equal to or greater value or performance capabilities.

Customer Name:

Signature:

Date: