

Terms and Conditions:

This agreement comprises of the contract page and the conditions defined below.

Declarations

By signing this agreement,

- You declare that you are at least 18 years of age: and
- You are the registered proprietor of the property i.e., installation address, or you are authorized by all registered owners to enter into this agreement and Avant Solar Energy is entitled to rely on this declaration without making any further enquiries.
- You have never received or been approved for any solar credit or STCs (**Small Scale Technology Certificate**) for small generation systems at the installation address and you have read and agree to and acknowledge to the provisions of this agreement.

STC (Small Scale Technology Certificate)

You agree to assign, value of the STCs specified directly to Avant Solar Energy or as directed by Avant Solar Energy. If you are in breach of a STCs regulation, you agree to indemnify Avant Solar Energy from all liabilities and costs whatsoever. You acknowledge that the prices of STCs are subject to market movements and REC guidelines, if the prices of the STCs drop significantly the deposit paid by you will be refunded in full. You acknowledge that Avant Solar Energy is not liable or responsible for the STCs incentives or for any bonus scheme or feed in tariff incentive administered by any authority.

Authority of Installation and access

You authorize Avant Solar Energy or its appointees full and unrestricted access to the installation address during reasonable hours to deliver the system and components, site inspections, documentation, delivery and agree to assist Avant Solar Energy in carrying out any of these or related tasks such as installation. You must be present throughout the installation and commissioning of your system with your chosen installer and at the completion. You agree to declare, sign, and assign the STCs and any other relevant documentation to Avant Solar Energy. Provide any information about your property that is relevant to the installation. Ensure that any information you give us is accurate and complete.

Accredited Installers

To ensure your system meets industry best practice and all relevant Australian Standards, Avant Solar Energy agrees to only engage Clean Energy Council accredited independent licensed electrician ("installer") to install your system. Avant Solar Energy will NOT be held responsible for any loss or damage you suffer because of any inadequacies or lapses of insurance policies, or any other reason whatsoever related to your retaliation.

Avant Solar Energy agrees to take full liability and responsibility for any damage or loss caused to your property because of the Installer's actions, omissions, workmanship, or negligence. You agree that all such claims for damage or loss to your property must be directed to Avant Solar Energy and any legal proceedings commenced must include you and Avant Solar Energy.

Payment

Full and final payment is required on or before the delivery of good and or installation. EFT payment receipt must be provided to Avant Solar Energy at least 1 clear business day prior to the installation date unless otherwise noted in this agreement. Failure for whatever reason to pay the balance in full when due will incur an additional fee of \$200.

Payment Plan

You may apply to pay the Purchase Price under a Payment Plan. Avant Solar Energy may refuse your application at its absolute discretion. If Avant Solar Energy accepts your application to pay under the Payment Plan you must:

- Pay the remaining balance over the agreed instalment period via direct deposit from your nominated bank account as outlined in your agreement.
- The agreed instalments will commence upon completion of installation of your System by Avant Solar Energy.
- The Payment Plan may not be available in conjunction with any special offers, promotions and or discounts.

System Performance

For solar electricity, the performance of a System is subject to several variable factors, including, but not limited to the number of hours of sunlight, cloud cover and weather patterns, the location of the System and the location of the surrounding structures and flora.

Refunds

This agreement ends for any of the following reasons before we install a system at your premises, and we will refund all the money you have paid under this agreement.

- Within 10 days after accepting this agreement.
- If we haven't delivered and installed the system at your property within 8 weeks after the target date.
- If the price increase notice is given and you chose to end the agreement rather than accept the price increase.

Warranties

AVANT SOLAR ENERGY warrants that the installer of a system will be suitably qualified and experienced and will be duly licensed and registered. Avant Solar Energy will provide you with all relevant product warranties for your system. Without exception, when a Balance retracts unpaid to Avant Solar Energy then all warranty callouts for maintenance, service and repairs remain suspended until Avant Solar Energy receives the Balance in Full. Furthermore, when a Balance remains unpaid for 120 days, all warranties obligations by Avant Solar Energy are terminated and any callout for product service is payable by you. This provision does not negate the right for Avant Solar Energy to claim the Balance from you in a court or tribunal. No warranty on Freebies or Promo products.

Ownership

Legal ownership and title to the supplied system shall remain with Avant Solar Energy and not pass to you until such time as all money owed to Avant Solar Energy is paid in full.

Indemnity: You agree to indemnify Avant Solar Energy against all costs, loss or claim arising from or in connection with your breach or non-performance of this agreement or for the recovery of any Balance owed by you to Avant Solar Energy
Repossession and Costs: If payment is not received when due. Avant Solar Energy reserves the right to enter the installation address without notice and repossess the solar system and to seek from you all costs for the repossession, loss in value of the repossessed system, wasted costs including but not limited to deliver, handling and disbursements, must include you and Avant Solar Energy.

Building Defects

You acknowledge that the building or location related matters at the installation address such as safety, defects including asbestos-free and condition for the purpose of installing the system is the liability and responsibility of you and no implications or damages shall be claimed from Avant Solar Energy. You acknowledge that Avant Solar Energy is not responsible for any damage to the system, or the building howsoever so caused because of a defect or deficiency in your building or part thereof. Avant Solar Energy is not responsible or liable for diminished or inadequate performance related to defects in the supplied system if your building contains brittle roof tiles, oxidised metal roof or meter boxes or poor roof supports. You must fix all such defects before Avant Solar Energy arranges for the inspection or replacement of any supplied products.

Force Majeure

Avant Solar Energy will not be liable for any delays caused by a Force Majeure event and at its discretion may terminate this agreement without penalty if it is unable to comply with its obligations pursuant this agreement.

Privacy Policy

We will not provide your personal details to anyone unless you authorize us. Such information will be provided to our contractors, staff and any relevant authorities and your installer to process the STCs incentives.

GST

GST is payable by the Customer on all payments due to Avant Solar Energy. All amounts referred to in the contract form are inclusive of GST unless otherwise specified.

Termination

Avant Solar Energy Pty Ltd acknowledges that under Australian Consumer Law and relevant departments that customer is entitled to a cooling-off period of 10 business days. You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. You acknowledge that you will incur 10% of the total amount if you cancel this agreement after 10 business days cooling off period. Avant Solar Energy Pty Ltd only accepts cancellation in writing via email during the cooling-off period. Emails can be sent to info@avantsolarenergy.com.au