

Solar Naturally Pty Limited - Terms & Conditions of Trade

1. Definitions

- 1.1 "Solar" shall mean Solar Naturally Pty Limited its successors and assigns or any person acting on behalf of and with the authority of Solar Naturally Pty Limited.
- 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Solar to the Client.
- 1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Client on a principal debt basis.
- 1.4 "Goods" shall mean all Goods supplied by Solar to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and as described on the invoices, quotation, work authorisation or any other forms as provided by Solar to the Client.
- 1.5 "Services" shall mean all Services supplied by Solar to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the Price payable for the Goods as agreed between Solar and the Client in accordance with clause 4 of this contract.

2. The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 2.2 Clause 14 (Defects), and clause 15 (Warranty) may NOT apply to the Client where the Client is purchasing Goods or Services not for resale or hire where the Price of the Goods or Services does not exceed \$40,000, or where the Price of the Goods or Services does exceed \$40,000 and are of a kind ordinarily acquired for personal use or consumption, or where the Client is in any other way a consumer within the meaning of the CCA or the FTA of the relevant state or territories of Australia.

3. Acceptance

- 3.1 Any instructions received by Solar from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by Solar shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Solar.
- 3.4 The Client shall give Solar not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, change in the Client's address, faxable number, or business practice). The Client shall be liable for any loss incurred by Solar as a result of the Client's failure to comply with this clause.
- 3.5 Goods are supplied by Solar only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- 3.6 Solar may at its discretion use contracted installers to install the Goods. Solar takes care to ensure that these installers are competent, trained and independently insured. Should the Client need to make any claim in regards to damage, loss, the performance or conduct of such an installer then the Client agrees to make such claim direct to the installer in the first instance and shall only involve Solar in such a claim if the Client is unable to reach a satisfactory resolution with the installer.
- 3.7 Solar reserves the right to substitute comparable components that comprise the Goods (in all such cases Solar will notify the Client in advance of any such substitution).
- 3.8 None of the Solar's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Solar in writing nor is Solar bound by any such unauthorised statements.
- 3.9 The Client may amend the installation date provided that they give Solar at least forty-eight (48) hours notice. Amendment to the installation date with less than the required notice shall incur a forty dollar (\$40.00) change fee.

4. Price and Payment

- 4.1 At Solar's sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by Solar to the Client in respect of Goods supplied; or
 - (b) Solar's current price at the date of delivery of the Goods according to Solar's current Price list or Solar's quoted Price (subject to clause 4.2) which shall be binding upon Solar provided that the Client shall accept Solar's quotation in writing within thirty (30) days.
- 4.2 Solar reserves the right to change the Price:
 - (a) in the event of a variation to Solar's quotation (including, but not limited to, variations as a result of changes to quantities or the specifications contained in any order); or
 - (b) where due to changes in taxes and duties (including GST, excise or stamp duties), fluctuation in exchange rates, insurance or freight costs, or increases in the cost to Solar of labour and materials; or
 - (c) where the value of any Renewable Energy Certificate's (REC's) upon which the sale Price is dependent changes as REC's are traded on the open market and the price varies from time to time; or
 - (d) where there is any change to any monies available to the Client from the Australian Federal Government's Renewable Energy Target Program (RET Program) or any other Commonwealth, State or Local Government rebates or incentives; or
 - (e) in the event Solar will incur additional costs due to unforeseen circumstances which are only revealed once Solar has commenced installation of the Goods.
- 4.3 At Solar's sole discretion a deposit may be required by Solar.
- 4.4 At Solar's sole discretion:
 - (a) payment shall be due on delivery of the Goods; or
 - (b) payment for certain approved Clients shall be due thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices.
- 4.5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 4.6 Payment will be made by cash, cheque, bank cheque, credit card (plus a surcharge of up to one and half percent (1.5%) of the Price (for Amex a surcharge of up to two and a half percent (2.5%) applies), by direct credit, or by any other method as agreed to between the Client and Solar.
- 4.7 Any other terms and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery of Goods

- 5.1 At Solar's sole discretion delivery of the Goods shall take place when:
 - (a) the Client takes possession of the Goods at Solar's address; or
 - (b) the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by Solar or Solar's nominated carrier); or
 - (c) the Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent; or
 - (d) the Goods have been installed at the Client's nominated address if Solar or their agent is responsible for the installation of the Goods.
- 5.2 At Solar's sole discretion the costs of delivery are:
 - (i) in addition to the Price; or
 - (ii) for the Client's account.
- 5.3 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Solar shall be entitled to charge a reasonable fee for redelivery.
- 5.4 For installation the building completion date will be put back and the building period extended by whatever time is reasonable in the event that Solar claims an extension of time where installation is delayed by an event beyond Solar's reasonable control, including but not limited to:
 - (a) any failure by the Client to:
 - (i) make instruction to Solar; or
 - (ii) ensure that any works or materials being provided or arranged by the Client are delivered on time; or
 - (iii) authorise any variations in a timely manner;
 - (b) a request by the Client that the works be delayed; or
 - (c) Solar does not receive instructions or details in time to undertake the works; or
 - (d) the delay in receipt of materials from third party suppliers; or
 - (e) a shortage of suitably qualified installers; or
 - (f) any delay or variation in the Client's premises results in unanticipated installation factors or requires additional equipment necessary to install the solar system,
 - (g) the delay in any local body or authority in giving any approvals required to complete the works; or
 - (h) any legal action undertaken by neighbours; or
 - (i) had weather; or
 - (j) any Act of God; or
 - (k) accidents; or
 - (l) civil unrest; or
 - (m) a strike or lockout; or
 - (n) a war, rebellion or theft.
- 5.5 In the event that completion of the works is delayed under clause 5.4 then Solar shall be entitled to claim any loss or expense incurred by such delay.
- 5.6 The failure of Solar to deliver shall not entitle either party to treat this contract as repudiated.
- 5.7 For the sake of clarity any period or date for the delivery of the Goods stated by Solar is intended as an estimate and shall not be deemed a contractual commitment. Solar will use its best reasonable endeavours to meet any estimated dates for the delivery and installation of product however Solar shall not be liable for any losses or damages whatsoever where Solar fails to deliver or install the Goods (or any of them) promptly or at all, where this is due to circumstances beyond the control of Solar.

6. Risk

- 6.1 If Solar retains ownership of the Goods all risk for the Goods passes to the Client on delivery, except where Solar or their agent is to install the Goods at the Client's nominated premises in which event all risk for the Goods shall pass to the Client upon completion of the installation. The Client must insure the Goods on delivery/in transit.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Solar is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Solar is sufficient evidence of Solar's rights to receive the insurance proceeds without the need for any person dealing with Solar to make further enquiries.
- 6.3 Where the Client expressly requests Solar to leave Goods outside Solar's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk (or for the sake of clarity it shall be the Client's responsibility to ensure the Goods are insured adequately or at all).
7. Rebates & Incentives
- 7.1 The Client authorises Solar to apply in the Client's name for any grant, rebate or any other benefit (hereafter referred to as a Rebate) available from the Commonwealth, State Government, or any local government council in relation to the installation of a solar system and to receive payment of that Rebate on the Client's behalf.

- 7.2 The Client agrees to sign any necessary documents, provide any necessary information and take any necessary action Solar may require, to enable Solar to obtain payment of a Rebate.
- 7.3 If Solar receives payment of a Rebate, Solar will apply that payment in or towards satisfaction of the Price.
- 7.4 Solar is not responsible for any failure to obtain a Rebate and the Client shall remain liable to Solar for the whole of the Price and any other amounts due to Solar which are not paid in full.
- 7.5 The Client unconditionally assigns all Renewable Energy Certificates (REC's) to which the Client is entitled in respect of the Goods to Solar unless otherwise regulated i.e. in the event the Client wishes to retain their REC's then this can be facilitated but the Client must then pay the Full Price for their solar system to less than the amount of the Rebate to be installed, due to commence.
- 7.6 The Client acknowledges that, in certain circumstances, the Commonwealth Government, State Government or local government council (as applicable) may require repayment of a Rebate by the Client and in such circumstances Solar will have no liability to the Client.

8. Client Acknowledgments

- 8.1 The Client acknowledges that while Solar may have provided information to it about the performance of solar electricity systems, the Client acknowledges that to the full extent allowed by legislation that Solar shall not be deemed to have made any warranty or representation, express or implied, in relation to Solar system, including whether or not it is suitable for a particular purpose unless the same is confirmed in writing.
- 8.2 The Client acknowledges that the Goods or Services are bought solely upon the Client's skill and judgement.
- 8.3 The Client acknowledges that the performance of the Goods may be affected by the actions of third parties and 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 structures and flora.
- 8.4 The Client acknowledges that some buildings may not have the optimum orientation for the installation of the Goods or components and therefore understands and accepts that the Goods performance may be compromised in such situations. Notwithstanding the former Solar will use its best endeavours to install and position the Goods to maximise orientation and exposure to direct sunlight.
- 8.5 The Client acknowledges that they shall not be entitled to withhold any payment due under this contract because of any delay in the connection in required metering changes or the supply of electricity to the goods by an electrical distributor or any other third party.
- 8.6 The Client acknowledges that any descriptive specifications, illustrations, drawings, data dimensions, and weights stated in Solar's fact sheets, price lists or advertising material are indicative only and that they have not relied on such information.
- 8.7 The Client acknowledges that additional costs such as connection to the electricity grid, smart meters, switchboard upgrades, additional cabling, trenching, digging etc are the sole responsibility of the Client and that unless otherwise specified in writing prior to the Goods being determined on the basis that Solar's responsibilities are limited to the supply and installation of the Goods in the designated roof space only.

9. Installation

- 9.1 The Client warrants that any structures to which the Goods are to be affixed are able to withstand the weight of the Goods and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective or unsafe wiring or dangerous access to roofing) that Solar, its employees or contractors reasonably form the opinion that the Client's premises is not safe for the installation of Goods to proceed then Solar shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 5 above) until Solar is satisfied that it is safe for the installation to proceed. Solar may at its sole discretion agree to bring the premises up to a standard suitable for installation to proceed but all such works undertaken and any additional Goods supplied shall be treated as a variation and be charged for in addition to the Price.
10. Access
- 10.1 The Client shall ensure that Solar has clear and free access to the worksite at all times to enable them to undertake the works (including to undertake site inspections, to gain signatures for required documents, and for the delivery and installation of the Goods). Solar shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Solar.

11. Title

- 11.1 Solar and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid Solar all amounts owing to Solar; and
 - (b) the Client has met all of their obligations in respect of Solar as if so directed.
- 11.2 Receipt by Solar of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that:
 - (a) until ownership of the Goods passes to the Client in accordance with clause 11.1 the Client must pay a balance of the Goods and must return the Goods to Solar on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Solar and must pay to Solar the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and not market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Solar and must pay or deliver the proceeds to Solar on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Solar and must not dispose of the Goods (or the resulting product) to Solar as if so directed.
 - (e) the Client irrevocably authorises Solar to enter any premises where Solar believes the Goods are kept and recover possession of the Goods.
 - (f) Solar may recover possession of any Goods in transit whether or not delivery has occurred.
 - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Solar.
 - (h) Solar may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

12. Personal Property Securities Act 2009 ("PPSA")

- 12.1 In clause 11.1(a) the Client agrees to sign a financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 12.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions:
 - (a) constitute a security agreement for the purposes of the PPSA; and
 - (b) create a security interest in the Goods; and
 - (c) all Goods previously supplied by Solar to the Client (if any);
- 12.3 The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Solar may reasonably require to;
 - (b) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (c) register any other document required to be registered by the PPSA; or
 - (d) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii);
 - (e) indemnify, and upon demand reimburse, Solar for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - (f) not register a financing change statement in respect of a security interest without the prior written consent of Solar;
 - (g) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Solar; and
 - (h) immediately advise Solar of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 12.4 Solar and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 12.5 The Client hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3) and 132(4) of the PPSA.
- 12.6 The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 12.7 Unless otherwise agreed to in writing by Solar, the Client waives its right to receive a verification statement under sections 142 and 143 of the PPSA.
- 12.8 The Client shall unconditionally ratify any actions taken by Solar under clauses 12.3 to 12.5.

13. Security and Charge

- 13.1 Despite anything to the contrary contained herein or any other rights which Solar may have hereover:
 - (a) where the Client and/or the Guarantor (if any) is/are not, jointly and/or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Solar or Solar's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that Solar (or Solar's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 - (b) should Solar elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Solar from and against Solar's costs and disbursements including legal costs on a solicitor and own client basis.
- 13.2 Where the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Solar or Solar's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1.

14. Defects

- 14.1 The Client shall inspect the Goods on delivery and shall within three (3) days of delivery (time being of the essence) notify Solar of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Solar an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Client shall be presumed to be free from any defect or damage. For defective Goods, which Solar has agreed in writing that the Client is entitled to reject, Solar's liability is limited to either (at Solar's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the Competition and Consumer Act 2010 (Cvith) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.
- 14.2 Goods will not be accepted for return other than in accordance with 14.1 above.

15. Warranty

- 15.1 Subject to the conditions of warranty set out in clause 15.2 Solar warrants that if any defect in any workmanship of Solar becomes apparent and is reported to Solar within twelve (12) months of the date of delivery (time being of the essence) then Solar will either (at Solar's sole discretion) replace or remedy the workmanship.
- 15.2 The conditions applicable to the warranty given by clause 15.1 are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or

arise through:

- (i) failure on the part of the Client to properly maintain any Goods; or
 - (ii) failure on the part of the Client to service any goods at recommended intervals year one (1), three (3) and five (5).
- (i) failure on the part of the Client to follow any instructions or guidelines provided by Solar
 - (iv) any use of any Goods otherwise than for any application specified on a quote or order form; or
 - (v) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (vi) fair wear and tear, any accident or act of God, or
- the warranty shall cease and Solar shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Solar's consent.
- (c) in respect of all claims Solar shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.

- 15.3 For Goods not manufactured by Solar, the warranty shall be the current warranty provided by the manufacturer of the Goods. Solar shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods. The following warranty periods and conditions apply:
 - (a) for panels twenty-five (25) years power output to at least eighty percent (80%) of nominated output and ten (10) years on product materials from installation. Note: Panel glass is of high quality and any breakage is a result of external influence, therefore no warranty applies to the panel glass.
 - (b) for inverters five (5) years from installation.
 - (c) for mounting frame five (5) years from installation.
 - (d) for all other parts five (5) years from installation. Warranty does not include service or labour charge.

16. Intellectual Property

- 16.1 Where Solar has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in Solar, and shall only be used by the Client at Solar's sole discretion.
- 16.2 The Client warrants that all designs or instructions to Solar will not cause Solar to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Solar against any action taken by a third party against Solar in respect of any such infringement.
- 16.3 The Client agrees that Solar may use any documents, designs, drawings or Goods created by Solar for the purposes of advertising, marketing, or entry into any competition.

17. Default and Consequences of Default

- 17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Solar's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 17.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Solar.
- 17.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify Solar from and against all costs and disbursements incurred by Solar in pursuing the debt including legal costs on a solicitor and own client basis and Solar's collection agency costs.
- 17.4 Without prejudice to any other remedies Solar may have, if at any time the Client is in breach of any obligation (including those relating to payment) Solar may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. Solar will not be liable to the Client for any loss or damage the Client suffers because Solar has exercised its rights under this clause.
- 17.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 17.6 Without prejudice to any other remedies available to Solar, the Client agrees to indemnify Solar in any order of the Client which remains unfulfilled and all amounts owing to Solar shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to Solar becomes overdue, or in Solar's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

18. Cancellation

- 18.1 Solar may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Solar shall repay to the Client any sums paid in respect of the Price. Solar shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 18.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by Solar (including, but not limited to, any loss of profits) up to the time of cancellation.
- 18.3 Cancellation of orders for Goods made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced or an order has been placed.

19. Privacy Act 1988

- 19.1 The Client and/or the Guarantor (herein referred to as the Client) agree for Solar to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by Solar.
- 19.2 The Client agrees that Solar may exchange information about the Client with those credit providers who consent in writing to the use of their name in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.

The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 19.3 The Client consents to Solar being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 19.4 The Client agrees that personal credit information provided may be used and retained by Solar for the following purposes (and for other purposes as shall be agreed between the Client and Solar or required by law from time to time):
 - (a) the provision of Goods; and/or
 - (b) the marketing of Goods by Solar, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- 19.5 Solar may give information about the Client to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Client;
 - (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 19.6 The information given to the credit reporting agency may include:
 - (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (c) advice that Solar is a current credit provider to the Client;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Client is a current consumer credit loan repayments and/or any outstanding monies are no longer overdue in respect of any payment that has been listed;
 - (f) information that, in the opinion of Solar, the Client has committed a serious credit infringement that is, fraudulently or shown an intention not to comply with the Client's credit obligations;
 - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been in dispute.
 - (h) that credit provided to the Client by Solar has been paid or otherwise discharged.

20. Construction Contracts Act 2004

- 20.1 At Solar's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply.

- 20.2 Nothing in this agreement is intended to have the effect of contracting out of any provisions of the Construction Contracts Act 2004 of Western Australia, except to the extent permitted by the Act where applicable.

21. General

- 21.1 If any provision of these terms and conditions shall be invalid, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.
- 21.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia.
- 21.4 Solar shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Solar of these terms and conditions.
- 21.5 In the event of any breach of this contract by Solar the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 21.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Solar nor to withhold payment of any invoice because part of that invoice is in dispute.
- 21.7 Solar may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 21.8 The Client agrees that Solar may review these terms and conditions at any time. If, following any such review, Solar decides to change these terms and conditions, then that change will take effect from the date on which Solar notifies the Client of such change. The Client shall be under no obligation to accept such changes except where Solar supplies further Goods to the Client and the Client accepts such Goods.
- 21.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, flood, being other event beyond the reasonable control of either party.
- 21.10 The failure by Solar to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Solar's right to subsequently enforce that provision.