

CONTRACT OF SALE TERMS AND CONDITIONS

The Customer agrees to comply with and abide by the Terms and Conditions contained in this document, for the sale and installation of commercial and residential renewable energy systems.

Products and Services

Carbon Footie Pty Ltd, are providers of renewable energy products and services which includes but is not limited to the sale and installation of residential and commercial PV solar systems; solar hot water and/or other energy efficient hot-water systems (referred herein as the System); solar pool heating, LED lighting, subsidiary metering services, energy auditing, other energy efficiency advisory services and general electrical contracting works and services.

Purchase Price

The "Purchase Price" for a PV Solar System or a Hot Water System is the price for that System shown on the Contract of Sale and is the price before any cost reduction. The total amount payable is the "System Cost" and the "Balance Due on Completion" will include any deposit paid and may incorporate a cash reduction of the System cost as a result of a grant, rebate or other financial benefit.

Deposit

A deposit is due to be paid upon your acceptance of the Offer which will be held by Carbon Footie and which will be subject to the terms set out in this Contract. Unless Carbon Footie agrees in writing the deposit is non-refundable although exceptions may apply where the Contract is subject to a cooling-off period or other statutory requirements and obligations. The deposit for a commercial PV Solar System will be 33% of the System cost unless agreed otherwise in writing with Carbon Footie.

Payment and Payment Terms

By signing this Contract of Sale you the Customer have accepted and agree to abide by the terms and conditions of this agreement for the supply and installation of the products for the total sum quoted. Payment for the System or products supplied and installed is payable on the day of installation, except where you, the Customer are paying under a pre-arranged payment plan authorised by Carbon Footie or the installation is a commercial System subject to a specific project agreement. You the Customer agree to the purchase and Carbon Footie agrees to sell you the System as set out in the Contract of Sale. In the event any additional fees or charges are incurred and necessary to install your System a Carbon Footie employee(s) or contractor(s) will advise you the Customer of the additional fees and charges prior to installation, either during a pre-installation site inspection or telephone communication if a pre-installation site inspection is not conducted. Payments can be made via cash, cheque, electronic funds transfer and Master Card or VISA. Carbon Footie does not accept AMEX. There is a 1.5% processing fee payable, on all acceptable credit card transactions.

Government Rebates and Renewable Energy Certificates

You, the Customer may be entitled to receive a grant, rebate or other benefit from the Commonwealth or State Government or create environmental rights (including, Small-Scale Technology Certificates) as a result of the purchase or installation of the System. Carbon Footie will usually seek assignment by you the Customer of the rights to create the Small-Scale Technology Certificates (STCS) or any other carbon credits or point of sale rebates from the installation of the System. You the Customer agrees to sign any documents provided by Carbon Footie to transfer such rights, rebates or grants to effect the assignment of these rights. Carbon Footie, its employee's or contractors will accept no responsibility for administering the application(s) or the outcome(s) of any rebate application made by you the Customer in the event of delays, or changes to the Renewable Energy Certificates Program, or the actions or activities of the Clearing House and financial agreements with third-parties or any other factor outside the control of Carbon Footie.

Failure to Pay

Unless agreed with Carbon Footie, in writing prior to installation, if you the Customer fail to pay any amount that is due and payable under this Contract, Carbon Footie will be entitled to interest on the unpaid amount (both before and after judgment) at the rate applicable to judgment debts in the Western Australian Supreme Court. Notwithstanding any other common law rights or legal remedy Carbon Footie may suspend credit, withhold delivery, disconnect any installed System or products and/or take other steps to recover monies and installed System components.

Financial Products

Customers making use of any financial product or facility must be aware they will be liable for those terms and conditions of that Credit Agreement. You the Customer understands and agrees that you will not hold Carbon Footie, its employees, Directors or contractors or any affiliated persons liable for any loss suffered in respect of any financial product liability, you the Customer may have.

Ownership Risk and Title

Until Carbon Footie receives payment-in-full, the "Balance due on Completion" by you the Customer as agreed in the Contract of Sale, Carbon Footie will remain the legal owner and retain beneficial ownership of the System. Ownership and title and risk in the System will pass to you the Customer when the System is installed at the address shown in the Contract and when all monies due are paid.

The Switchboard and Metering

The capacity and compliance and safety of the switchboard, is the responsibility of you the Customer. If the switchboard requires replacement or upgrading, this cost is payable by you the Customer. Carbon Footie will notify the electricity network provider and where applicable the electricity retailer of the installation of the System. You the Customer's electricity meter may have to be reset or replaced by regulation or law to comply with the electricity network operator's grid-connection requirements. The cost of any meter changes is the responsibility of you the Customer and you agree that Carbon Footie is not responsible or liable for metering and you the Customer; indemnifies Carbon Footie against any proven or assumed cost and/or damages in relation to metering.

Installation

You the Customer agrees to provide all reasonable assistance required by Carbon Footie and it's contractors to enable the installation, connection and operation of the System at the address set out in the Contract. Carbon Footie will endeavour to install the System on the date agreed with you the Customer. Carbon Footie, its employees or contractors shall not be held liable for any delays of work not commenced or not completed due to regulatory approvals delays, weather conditions, labour shortages, failure of equipment or loss or lack of materials or other circumstances outside the direct control of Carbon Footie.

Tiles and Roof Leaks

It is the responsibility of you the Customer to provide replacement roof tiles. In the event tiles are damaged or broken in the vicinity of the System installation they will be replaced with spare tiles supplied by you the Customer. Should no supply of spare tiles be available, broken tiles may be swapped with eave tiles. If no replacement tiles are available or have not been provided by you the Customer, you will be liable and responsible for the repair of any damaged tiles. Carbon Footie will not be liable for any direct or indirect or consequential loss or damage arising from roof tiles not being provided or available. Any, claim against Carbon Footie in relation to broken tiles or roof leaks will only be considered if made within 3 months of the System installation date and only if no other trades persons or persons have been on the roof in the vicinity of the installation.

Product Warranty and Liability

Product warranties are provided by the manufacturer with all requests for service provided for under these warranties to be made by contacting Carbon Footie. Except for any manufacturer warranties passed on to you, the Customer and any warranties or guarantees required or implied by legislation, Carbon Footie does not express warranty or guarantee the System. Carbon Footie liability under this Contract is limited, to the extent that it is fair and reasonable and will usually include the repair of the System or the replacement of the System and/or its components with the same or equivalent System and/or components within the warranty period specified by the manufacturer. The servicing of System warranties may incur a service fee.

Workmanship-Labour Warranty and Liability

The work under this Contract will be carried out with diligence, due care and skill such that it is representative of expectant and acceptable trade practices and standards. All materials supplied will be suited-for-purpose and all materials supplied are to be new unless this Contract expressly provides otherwise. The work performed under this Contract will be carried out in accordance with all relevant laws and legal requirements and carried out in accordance with any plans and specifications that form part of the Contract. Carbon Footie warrants to you the Customer that the System installation will be free from workmanship defects under normal conditions and use for a period of 12 months from the date of installation. Upon the expiry of the workmanship-labour warranty period, all warranty service calls will incur a fee.

Exclusion of Warranties and Liability

To the extent permitted by law, Carbon Footie's liability for breach of any express or implied condition or warranty other than a condition or warranty implied by the *Competition and Consumer Act 2010* (Cth) is limited to the replacement and/or repair of the relevant System(s) under the terms of those warranties. A breach of your Customer rights under Warranty will occur in the event damage to the System occurs as a consequence of: severe weather, fire, lightning strikes, peril, explosions or similar cause or event; accident, negligence, misuse, theft or vandalism; faults in equipment owned and used by the Customer; any unauthorised modifications, additions or tampering with the System; where the system has been removed and relocated by a person other than a Carbon Footie employee or contractor; operation of the System beyond specifications or design including: voltages, temperature, ventilation and debris build-up and; the sale of the System by you the Customer to a third-party; or if the System is repaired by any unauthorised persons.

Force Majeure

"Force Majeure" shall mean all events which are beyond the control of the Parties and which are unforeseen, unavoidable or insurmountable and which prevent total or partial performance by either Party. Such events shall include earthquakes, typhoons, flood, fire, war, strikes, riots, acts of governments, or any other instances which cannot be foreseen, prevented or controlled. If an event of *Force Majeure* occurs, a Party's contractual obligations affected by such an event under the Contract shall be suspended during the period of delay caused by the *Force Majeure* and shall be extended, without penalty or liability.

Other Exclusions

It is the responsibility of you the Customer to ensure that the roof and/or any other structure where the System is to be located and fixed have adequate structural integrity in order to properly and securely install the System. Carbon Footie is not responsible or liable for any claim arising from a breach of this condition by you the Customer. Carbon Footie will duly survey any roof structure as part of any contractual obligation to do so to determine structural integrity prior to installation and retains the right to decline the installation of a System should the existing roof structure be deemed inadequate for the System to be safely and securely installed.

Information and Privacy

The information collected by Carbon Footie may include "personal information" within the meaning of the *Privacy Act 1988* (Cth). Carbon Footie will only collect information from you, the Customer for the purpose of supplying goods and services under this Contract and in applying for any grant, rebate or other benefit on your behalf. Carbon Footie may disclose or exchange information to related bodies corporate, agents and our contractors or the relevant Government authorities, when required to fulfil our obligations under this Contract. Carbon Footie may also disclose your personal information to a credit reporting agency in certain circumstances and by accepting this Contract, you the Customer consent to Carbon Footie collecting, using and disclosing information as set out in this Contract.

System(s) Performance

Carbon Footie and/or its contractors will install the System in a position that is likely to maximise the performance of that System. The performance of the System is subject to a number of variable factors, including but not limited to the: number of sunlight hours, cloud and weather patterns, location of the System(s) and the location of the surrounding structures and flora. Any performance values or specifications given by Carbon Footie are estimates only and Carbon Footie is not liable for failure of the System(s) installed to attain such values or meet such manufacturer specifications of output and performance.

Cancellation and Termination

Carbon Footie reserves the right to terminate the agreement at any time except where a Contract is subject to cooling off periods and other statutory obligations. Carbon Footie reserves the right to cancel this Contract prior to installation. Carbon Footie may cancel this Contract in the event any grant, financial incentive, government funding mechanisms or STC trade value declines or is removed and will refund in full any deposit paid by you the Customer within 60 days of the date of cancellation. You the Customer must provide Carbon Footie with 3 working days' notice in writing of any cancellation of works with failure to do so incurring a 25% payment of the original quoted or invoiced amount payable by the customer, unless the sale is subject to legislated consumer rights accorded to you the customer.

Governing Law and Legal Proceedings

Regardless of any application to the contrary, the operations of Carbon Footie are governed by the Laws of Western Australia. Carbon Footie will, in the first instance, seek to resolve any disputes with you, the Customer directly or through mediation and/or conciliation. Any action instituted by Carbon Footie against you the Customer and/or any action instituted by you the Customer against Carbon Footie, will take place under the Laws of Western Australia and in the Courts, (regardless of the amount) which are located in Perth.

Miscellaneous

Carbon Footie relies upon the continued observance of these Terms and Conditions. If Carbon Footie suffers loss or damage or incurs any costs associated with any breach by you the Customer of the Terms and Conditions or any associated legal obligation, you agree to indemnify Carbon Footie for those losses, damages and costs.