

TERMS AND CONDITIONS

1. SITE AUDIT

- 1.1 For customers who sign up on-line, Auzion will arrange a Site Audit following receipt of your signed Agreement and deposit, normally within 4-6 weeks, or minimum 2 weeks before installation.
- 1.2 In remote locations photos may be deemed acceptable in lieu of a physical Site Audit.
- 1.3 If at the Site Audit Auzion recommends the Installation Address is not suitable for the PV Solar System then this Agreement will thereupon be at an end and your full deposit will be refunded.
- 1.4 Auzion reserves the right to retain up to \$495 of your deposit to cover costs of services to date if an application is withdrawn by You after signing of the Agreement and the site deemed suitable for solar installation.

2. INSTALLATION: Auzion Obligations

- 2.1 Auzion will give You notice of the proposed Installation Date. Auzion will aim to complete installation within two months of a Site Audit.
- 2.2 On the Installation Date, Auzion will cause the Installer to supply and install the PV Solar System as ordered by You in a good and workmanlike manner, and shall ensure the proper operation of the system.
- 2.3 Auzion will within 7 days of the Installation Date initiate a PV Network Agreement with your electricity supplier.

3. FINALIZATION

- 3.1 Upon completion of installation and confirmation that the PV Solar System is generating electricity Supply at the conclusion of the Installation Date, You agree to pay to Auzion the Final Payment on the day of installation.
- 3.2 Auzion will thereupon submit the REC forms for final processing by a REC trading entity chosen by Auzion and the proceeds from the REC will be paid direct to AUZION.

4. AUTHORITY TO ACCESS INSTALLATION ADDRESS

- 4.1 You warrant You are the property owner and occupier at the Installation Address ("the Property").
- 4.2 You authorise Auzion (its contractors, employees, servants or agents and Installer) to have access to the Property at times it reasonably requires. This access may include, but is not limited to, site inspections, the signing of required documentation, the delivery and installation of the PV Solar System, and connection to the electricity grid.
- 4.3 You will co-operate as fully as possible to enable site inspections and the installation to proceed at the earliest possible time convenient to Auzion.

5. LIABILITY AND RISK

- 5.1 You acknowledge that Auzion will use its best endeavours to have the installation completed within the Term. You acknowledge however that the delivery times made known to You are estimates only and Auzion shall not be liable for late delivery and under no circumstances shall Auzion be liable for any loss, damage or delay occasioned to You arising from late installation of the PV Solar System.
- 5.2 The insurance risk of the PV Solar System passes to You upon installation at the Installation Address and ownership upon payment by You of the Final Payment.
- 5.3 You acknowledge that Auzion gives no warranty as to
 - (a) your entitlements to REC's or
 - (b) any particular level of performance of the PV Solar System which is subject to numerous external factors including roof orientation and pitch, number of hours of direct sunlight, cloud cover and shading from buildings and trees.
- 5.4 Auzion's liability for goods manufactured by it is limited to making good any defects by repairing the same or at Auzion's option by replacement, within a period not exceeding one year after the goods have been dispatched provided that:-
 - (a) defects have arisen solely from faulty materials or workmanship;
 - (b) the goods have not received maltreatment, inattention or interference;
 - (c) accessories of any kind used by You are manufactured by or approved by Auzion;
 - (d) the seals of any kind on the goods remain unbroken; and
 - (e) the defective parts are promptly returned free of cost to Auzion.
- 5.5 If goods are not manufactured by Auzion, the warranty of the manufacturer thereof shall be accepted by You and is the only warranty given to You in respect of goods. A copy of such warranties will be delivered up to you on installation. Auzion does warrant to you its installation workmanship for the PV Solar System for a period of 1 year from the Installation Date.
- 5.6a Auzion shall not be liable for and You release Auzion from any claims in respect of faulty or defective design of any goods supplied unless such design has been wholly prepared by Auzion and the responsibility for any claim has been specifically accepted by Auzion in writing and in any event Auzion's liability hereunder shall be strictly limited to the replacement of defective parts in accordance with paragraph 5.8 of these conditions.
- 5.6b Auzion shall not be liable for and You release Auzion from any claims in respect of loss or damage resulting from incidents involving Foil Insulation installed and inspected by others.
- 5.7 Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability, or fitness of the goods and or services for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and Auzion shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply layout, assembly, installation or operation of the goods and services or arising out of Auzion's negligence or in any way whatsoever.
- 5.8 Auzion's liability for a breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s69) is hereby limited to:
 - (a) in the case of goods, any one or more of the following:-
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services:-
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- 5.9 Auzion's liability under s74H of the Trade Practices Act 1975 is expressly limited to a liability to pay to You an amount equal to:-
 - (a) the cost of replacing the goods;
 - (b) the cost of obtaining equivalent goods; or
 - (c) the cost of having the goods repaired, whichever is the lowest amount.

6. TERMINATION

- 6.1 For the purpose of this clause, the following are "Termination Events":-
 - (a) the breach or threatened breach by either party of any of its material obligations under this agreement;
 - (b) the appointment of any type of insolvency administrator in respect of the property or affairs of either party;
 - (c) the entry or proposed entry by either party into any scheme, composition or arrangement with any of its creditors;
- 6.2 In the event that a Termination Event occurs or is likely to occur the affected party shall give to the other party notice of the happening of that event and require the breach to be remedied or a written undertaking to be given that the breach will not occur as the case may be. If the breach is not remedied or the

undertaking not given (as the case may be) within seven (7) days of such notice, this agreement may be immediately terminated at the option of the affected party. Without limiting the operation of this sub-clause, the affected party may agree to waive its rights under this clause if satisfied that the happening of the Termination Event has not in any way prejudiced its position under this agreement.

6.3 You may terminate this agreement before Installation. A refund under clause 1.4 will apply.

6.4 Neither party shall be liable for the consequences of an occurrence of any event beyond its reasonable control.

6.5 Any termination of this agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this agreement which is expressly or by implication intended to continue in force after such termination.

7. PRIVACY POLICY

7.1 You agree to provide Auzion with whatever personal information is required to complete its obligations hereunder on your behalf, in particular for the accurate completion of documentation for the network connection to the electricity grid and Your RECs.

7.2 Auzion will provide Your Information to its contractors, employees and Installers only so far as to effectively perform their role.

7.3 Auzion will provide Your Information on your behalf to the relevant bodies for connecting your PV Solar System to the grid, processing of your RECs and, if asked, your electricity retailer.

7.4 You may access the personal information we have collected from You with a request in writing.

7.5 Unless otherwise agreed with You, Auzion will not provide Your personal information to any third parties other than those mentioned above.

7.6 Auzion will not sell your personal information in any circumstances whatsoever.

8. ENTIRE AGREEMENT

This agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the PV Solar System. No addition to or modification of any provision of this agreement shall be binding upon the parties unless made by written instrument signed by a duly authorized representative of the party.

9. NOTICES

All notices which are required to be given under this agreement shall be in writing and shall be sent to the address of the recipient set out herein or such other address as the recipient may designate by notice given in accordance with this clause. Any notice may be delivered by hand or by pre-paid letter or facsimile or email. Any such notice shall be deemed to have been served when delivered (if delivered by hand) or 48 hours after posting (except by pre-paid letter) or when dispatch (if delivery by telex) or on transmission by the sender (if sent by facsimile).

10. ASSIGNMENT

The Customer shall not assign, whether in whole or part, the benefit of this agreement or any rights or obligations hereunder, without the prior written consent of Auzion. Auzion may assign the benefit and obligations hereunder without consent upon notice in writing to the Customer.

11. LAW

This agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of Queensland, Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

12. WAIVER

No forbearance, delay or indulgence by a party in enforcing the provisions of this agreement shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

13. SEVERABILITY

Should any part of this agreement be or become invalid, that part shall be severed from this agreement. Such invalidity shall not affect the validity of the remaining provisions of the agreement.

14. GST

All prices quoted in this Agreement are inclusive of the goods and services Tax imposed under "A New Tax System" (Goods & Services Tax) Act 1999 as amended.

DEFINITIONS

ABSA - Association of Building and Sustainability Assessors

Access - has the meaning set out in Clause 4

Auzion - means Auzion Pty Ltd ACN 131 888 698

Base PV Solar System - means the standard installation Solar System for base agreed price.

BCSE – Business Council for Sustainable Energy.

Commencement Date - the date this Agreement is signed and deposit paid (whichever is the later).

Confirmed Price – price as agreed following Site Audit

Customer – the person or entity signing this agreement; also the owner of the property at the Installation Address.

Deposit – the agreed sum to secure the application.

EMS- means the Energy Management System.

Energy Report – also called "House Energy Rating". A rating from 1 to 10 stars carried out using accredited software to determine the amount of energy the Installation Address uses for heating and cooling.

Final Payment – the final payment due on completion of the installation process.

Finance Approval - approval by financier to You for the sum to cover the installation of the PV Solar System.

Financier - the party providing the finance to You to cover the cost of the installation.

Installer – the contractor installing the PV Solar System as engaged by Auzion.

Installation Date - the date scheduled for the installation as advised pursuant to Clause 4.1.1.

Installation Address – the address of Your property where the Solar System is to be installed.

Network Connect PV Generation Form - the form required to connect the PV Solar System to the energy grid.

PV Solar System means either the Base PV Solar System or Upgraded PV Solar System as the context requires.

Quoted Price – price as quoted to client on receipt of Auzion Agreement

REC – means renewable energy certificate being an Electronic Form of Currency initiated by the Renewable Energy Act 2000 purchased by relevant trading entities.

Site Audit – an audit carried out by Auzion at the Installation Address to assess Your property for the proposed Solar System Installation finalize the installation cost.

Term - means a period of 20 weeks as from the Commencement Date.

Upgraded PV Solar System means the Base PV Solar System together with the upgrades referred to in the Pricing Schedule.

"You" or "Your" means the Customer