

ABS Terms and Conditions

1. This agreement is between:
 - a. ABS Australian Battery Solar and Energy Solutions Pty Ltd ABN 15642490613, referred to as “we” or “us” or “ABS”; and
 - b. the customer named in the Quote, referred to as “you” or “your”.
2. What is this agreement made up of?
 - a. This agreement is made up of:
 - i. these Terms and Conditions; and
 - ii. the Quote attached to these Terms and Conditions.
3. ABS supply and install a range of products and services. The following terms and conditions apply unless there are explicit additional terms and conditions applicable to those products or services or for ABS to meet its legal obligations under Australian Consumer Law.
4. The Supply of Products, Complete Systems or Services is subject to the remainder of these terms.
5. Upon acceptance of a quote ABS agrees to supply and install the System at the premises within 28 days of approval from all regulatory departments, subject to the availability in consideration of You (the customer):
 - a. 10 day cooling off period applies
 - b. upon placement of order, after cooling off period and paying and releasing the deposit (20%) to ABS;
 - c. paying ABS the balance on the day of installing the System on Premises;
 - i. progress payments may be requested for commercial, complex or larger systems
 - d. paying ABS any Solar Credits Amount available under section 2(A) of the Renewable Energy (Electricity) Regulations 2001;
 - e. assigning to ABS all Your right to receive any Renewable Energy Certificates arising from installation of the System including (without limitation) Small Scale Technology Certificates ["STC's"] under the Renewable Energy (Electricity) Act 2000.
 - f. After the statutory cooling off period, ABS reserves the right to retain up to \$450.00 of Your deposit to cover reasonable costs of service if an application is withdrawn by You after signing of this agreement and the site is deemed suitable for the solar installation.
6. Suitable site
 - a. This agreement is subject to ABS technicians being satisfied that the Premises are suitable for installation of the System. Many factors (such as age, shape, orientation, accessibility & shading of roof) may inform suitability. If ABS is not satisfied Your deposit will be returned.
 - b. If, upon technician's inspection of the Premises, physical installation of the System presents us with complexities or difficulties, then ABS may determine that additional installation charges are applicable: in that event you may elect not to proceed and your deposit will be repaid.
7. You warrant that You will allow and facilitate ABS (via its contractors, employees or agents) to visit the Premises during reasonable business hours to inspect same and to supply & install the System, and that You have the right to do so.
8. Availability and supply of the system
 - a. If the System offered becomes unavailable, superseded or discontinued, ABS reserves its right to substitute the offered System with an equivalent product. Any variations to the system design will be documented and signed off by you prior to installation.
9. Installation
 - a. ABS will give at least 7 days' notice of the installation date.
 - b. On that date, it will install the System using CEC accredited installers,
 - c. ensure it is operational

- d. and (if it is a solar photovoltaic system) then promptly lodge all necessary paperwork with Your electricity retailer for connection to the grid.
 - e. Subject to no intervention by force majeure (including, without limitation, acts of God and interruptions to supply beyond ABS's control), ABS will complete installation within 28 days of approval from all regulatory departments, but Your only remedy for late installation is to cancel the contract and recover Your deposit.
10. Meter installation, power grid connection and feed-in tariffs
- a. ABS will assist in arranging for the System to be connected to the grid and for installation and/or configuration of the meter on the Premises; however, the costs and risks of that connection and installation are not included in this agreement.
 - b. You agree that the works described in clause 10(a) would be by agreement between You and Your electricity retailer.
 - c. You agree that ABS has provided no guarantee that You will be accepted in to any State feed-in tariff scheme or that You will receive feed-in tariffs.
 - d. Where applicable, you may require approval from the local electricity distributor to connect a solar PV system to the electricity grid ("grid connection approval");
 - e. The relevant paperwork must be completed and submitted prior to installation. ABS shall arrange this paperwork.
 - f. If the application for pre-approval is rejected and this agreement is already signed, you shall receive a full refund
11. Trading of Small-scale Technology Certificates
- a. Your solar system is eligible to generate Renewable Energy Certificates (REC's) in the form of STC's (Small-scale technology certificates). ABS has calculated the value of these STC's as listed in your quote. This amount (known as your "benefit") has already been deducted from your final price to pay and you shall assign the right to the STC value to ABS as per section (5.e) above. Further information is available in section 2.1.3 and 2.1.14 of the Clean Energy Council Code of Conduct
12. Privacy
- a. You agree to supply ABS with any information necessary to complete the documents required for connection of the System (if it is a solar photovoltaic system) to the electricity grid and to claim Your STC's.
 - b. You authorise ABS to share this information (to the extent that it is necessary) with its contractors, employees and installers and with relevant government agencies and electricity retailers.
 - c. ABS will not release Your personal information to any other parties without Your written consent.
13. Assignment
- a. You cannot assign the benefit of the agreement or any right or obligations hereunder (whether in whole or part) without the prior written consent of ABS.
 - b. ABS may assign its benefit and obligations hereunder without Your written consent upon notice in writing to You, but must guarantee performance by the assignee to no lesser standard than that required herein.
14. Liability and Risk
- a. ABS shall not be liable for any loss or damage caused by late installation of the System. Your only remedy for such lateness is termination of the contract and refund of deposit. (b) Insurance risk in the System passes to You upon delivery of the System components to the installation address.
15. ABS warrants its workmanship in installing the System for 10 years from installation, but any interference or tampering with the installation voids the warranty.
16. You accept the manufacturer's warranty over goods comprising the system

17. ABS does not warrant your entitlements to STC's or that the system will perform at any specific level: performance is affected by many external factors (e.g. sunlight hours, cloud cover, weather patterns, orientation of panels, and shading by flora or other buildings).
18. Except as agreed herein or required by law, all express and implied warranties are excluded and ABS shall not be liable for any physical injury, financial loss or damage (whether direct or consequential) arising from the supply and installation of the System.
19. ABS liability for a breach of a condition or warranty implied by Div. 2 of Pt V of the Trade Practices Act 1974 (Cth) (other than s.69) is limited to repair or replacement of the System or the supply of an equivalent System, or to supplying installation services again.
20. You rely on the expertise and advice of ABS that the expected system is fit for purpose, of correct size and placement suited to roof profile.
21. Termination
 - a. You may terminate this contract prior to the date set out for installation of the System, but may then forfeit some or all the deposit.
 - b. Either party may terminate this agreement prior to installation if the other party breaches a warranty (or threatens to do so) and does not rectify within 7 days of written notice, or is insolvent or enters any scheme, composition or arrangement with any of its creditors: in these events the deposit is refundable.
 - c. If the government subsidies, discounts detailed in the quote are withdrawn or changed, or price varies by more than 5%, either party may terminate this contract unless You agrees to pay any new difference arising. A full refund will be offered in the case of termination.
22. You will be eligible for a full refund upon request when:
 - a. the final system design provided is significantly different to that quoted at the point of contract and is not signed off by you;
 - b. the site specific full system design and performance estimate is provided as a deliverable of the contract and:
 - c. this information is not provided before the expiry of any cooling-off period; and
 - d. you do not consent to this information upon receiving it;
 - e. the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within ABS's control, and you do not consent to a revised timeframe;
 - g. ABS fails to obtain grid connection approval prior to installation, and you do not receive approval from the distributor to connect a system;
 - h. extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by ABS and you do not consent to these additional costs.
23. Failure to pay
 - a. If You fail to pay the deposit on acceptance of the quotation, the agreement will not be binding until the deposit is received by ABS.
 - b. If You fail to pay the balance owing on or within 14 days of the installation date, then You consent ABS having a caveatable interest in the said property and registering a caveat against the title to said property. Such caveat to remain in effect until payment in full is made.
 - c. If You fail to pay the balance owing on or within 30 days of notice of demand, you accept that ABS has the right to return to said property to remove photovoltaic modules and inverters
24. Do not call register
 - a. By providing Your telephone number, you 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 be contacted by telephone in relation to ABS's good and services, such consent to continue indefinitely.

25. Entire agreement
 - a. This agreement is governed by the laws of the relevant state and the parties agree to submit to the jurisdiction of the courts and tribunals of that State. It constitutes the entire agreement between the parties and replaces all prior agreements, verbal or written. It cannot be varied except in writing. Any invalidity in this agreement shall be severed and the remainder saved. Any words importing numbers or gender encompass all numbers and genders. Notices under this agreement can be posted by registered mail, or faxed or emailed, to the other party at the contact details showing in the quote.
26. ABS will comply with the Clean Energy Council Solar Retailer Code of Conduct
27. Your electricity contract/tariff may change following installation of solar. We suggest you contact your energy retailer for more information.
28. Warranty
 - a. The consumer's rights under the warranty sit alongside the consumer guarantees which are required under Australian Consumer Law and cannot be excluded
 - b. Minimum warranty (longer or optional extended warranties may apply)
 - i. Inverter warranty: Manufacturers 5 year full replacement (parts and labour)
 - ii. Mounting frame: 10 years manufacturer's warranty
 - iii. PV Modules: 10 years manufacturing product warranty + 25 years linear power output guarantee
 - iv. Workmanship: 10 years by ABS
 - v. ABS warrant's the entire PV system, operation, performance and parts for a minimum of 5 years.
29. ABS will maintain membership and compliance with the Clean Energy Council Code of Conduct
30. ABS shall maintain insurances for the term of the contract of;
 - a. \$20M Public Liability;
 - b. \$5M Professional Indemnity;
 - c. Appropriate Workers Compensation policy.