

Terms and Conditions

Key Terms and Conditions (including terms of payment)

- a. The system will be installed within six (6) months.
- b. Deposits paid are not refundable (see point 18).
- c. The overall sale price is dependent on the Renewable Energy Certificate's (REC's) value. If the REC's value decreases by more than five percent (5%) in the period between the time of sale and installation, DPR Network reserves the right to adjust the sale price accordingly.
- d. If there is any change to the RET Program, Beyond Building reserves the right to adjust the price accordingly with the fluctuation of the REC's multiplier.
- e. After installation, the customer agrees to sign over the REC's to DPR Network. If the customer wishes to retain the REC's, this can be facilitated but the customer will be required to pay the full price of the system at the time of installation.
- f. The REC's value of the system is based on the current RET Program from the Australian Federal Government, which is yet to be gazetted.
- g. If the installation is outside the standard installation, DPR Network reserves the right to collect an extra charge (as detailed on the DPR Network Extra Requirement Cost List which can be obtained from our website).

1. Acceptance of Terms and Conditions of Sale.

This Agreement supersedes any earlier Terms and Conditions of Sale wherever published or applying between DPR Network and the Customer, and shall be deemed to override all oral and written agreements, and negotiations by either party prior to the making of the Agreement. The Customer will be deemed to have accepted these Terms and Conditions of Sale if the Customer places any order or otherwise deals with DPR Network after receiving notice of these Terms and Conditions of Sale. The Customer will be deemed to have accepted these Terms and Conditions of sale and terms of trading in the foregoing circumstances, despite any request by DPR Network for the Customer to sign a copy of the Terms and Conditions of Sale or otherwise acknowledge the Customer's acceptance of the Agreement, and despite any omission or refusal of the Customer to do so.

2. Prior representations.

Any oral representation, warranty or promise whatsoever (other than those contained herein) made by any employee, contractor or agent of DPR Network to the Customer does not form any part of the Agreement nor the consideration for or basis of any collateral contract.

3. Retention of title.

The Agreement is not an unconditional sale of Goods to the Customer. No title to the Goods shall pass to the Customer by reason of the delivery of the Goods to the Customer's premises, or the acceptance by DPR Network of the Customer's request to purchase the Goods. Goods supplied to the Customer by DPR Network shall remain the sole and absolute property of DPR Network until installation of the Goods has been completed by DPR Network or its servants, contractors or agents and full payment has been received or REC's are assigned to DPR Network.

4. Risk in Goods.

Notwithstanding anything to the contrary contained in this Agreement, all Goods shall be at the risk of the Customer from the time the installation of those Goods in the Customer's premises has been completed.

5. Repossession of Goods.

DPR Network is entitled to take possession and dispose of any Goods supplied by DPR Network to the Customer as DPR Network sees fit at any time before title vests in the Customer.

6. Alterations.

DPR Network reserves the right at its discretion to substitute comparable components that comprise the Goods.

7. Performance.

Any performance figures given by DPR Network to the Customer are given in good faith but are estimates only. DPR Network has no liability for any loss, cost or damage for failure of the Goods to attain such figures unless specifically guaranteed by DPR Network in writing. Any such written guarantees will be subject to the recognised tolerances applicable to such figures

8. Guarantee.

DPR Network's liability for any defects in the installation of the Goods is limited to making good any defects by repairing the defects or, at DPR Network's option and where appropriate, by replacement, in connection with the component parts as follows:

- Panels: 25 years power output to at least 80% of nominated output and 5 years on product materials from installation. Panel glass is of a high quality and any breakage is a result of external influence, therefore no warranty applies to the panel glass.
- Inverter: 5 years from installation
- Installation: 1 year from installation
- Mounting frame: 5 years from installation
- Other parts: 1 year from installation.

9. Permission to enter Customer's premises.

The Customer grants permission to DPR Network and its employees, contractors and/or agents to enter, at any time, any property where any Goods supplied by DPR Network to the Customer are to be installed and commissioned, and for the purposes of pre-inspecting the property prior to any installation of Goods. The Customer agrees to make themselves present at the property for such pre-inspection, installation and/or commissioning, when and as reasonably required by DPR Network or its employees, agents and contractors.

10. Indemnity.

If the Customer sells, disposes of, or otherwise deals with the Goods or any part thereof before full payment has been received by DPR Network including assignment of the REC's, the Customer must advise DPR Network in writing. The Customer will indemnify DPR Network from any damages, costs, liabilities or penalties which DPR Network may suffer or incur from the Customer's failure to provide information or from relying on the information provided by the Customer.

11. Recovery of costs.

All costs (including but not limited to legal costs on an indemnity basis) incurred by DPR Network in obtaining payment from the Customer or in endeavouring to trace the whereabouts of the Goods or obtaining or endeavouring to obtain possession thereof, whether by action or suit or otherwise, and all other transport, storage, sale, repossession and like expenses shall all be recoverable by DPR Network from the Customer in addition to and without prejudice to DPR Network's other rights under the Agreement.

12. Price.

The overall sales price is dependent on the REC's value. If the REC's value decreases by more than 5% in the period between the time of sale and installation, DPR Network reserves the right to adjust the sale price accordingly. In the case that no agreement can be reached between the customer and DPR Network with regards to the sale price adjustment this sales agreement becomes void. Current Australian Government policy allows Renewable Energy Certificates (REC's) to be created for each megawatt-hour of eligible renewable energy generated or deemed to have been generated by certain systems that generate electricity including the Products purchased under this Sales Agreement.

The Renewable Energy Target (RET) legislation has not yet been passed by the Parliament of Australia. This legislation may affect the number and or value of REC's attributable to the product/s purchased under this Sales Agreement. If there is any material change to the RET scheme, or the scheme is not passed by the Parliament of Australia

13. Installation.

DPR Network takes care to ensure that the Goods are installed by competent, trained and independently insured installers approved by the Australian Business Council for Sustainable Energy (BCSE). All care is taken by DPR Network in selecting installers of the Goods, but no responsibility is taken for any additional cost or damage incurred by reason of any act or omission of the installer, and the Customer indemnifies and keeps indemnified DPR Network against any claim, suit or demand arising from any loss, cost or damage occasioned or arising from the conduct of the installer.

14. Additional expenses.

The cost of connecting the Goods to the electricity grid is the responsibility of the Customer. The Customer may also become liable to pay additional expenses for the installation of the Goods if DPR Network or its employees, agents or contractors form the opinion that the Customer's premises are not immediately suitable for the installation of the Goods including, without limitation, due to presence of asbestos, inaccessible roofs or defective wiring. Where the Customer is required to pay additional costs in order to complete installation of the Goods, DPR Network will first notify the Customer as to the quantum of additional cost, and give the Customer the opportunity to cancel the order under Clause 20.

15. Payment.

Unless the Customer has written approval for credit, all payments are to be made by PayPal, bank cheque or other cleared funds at the time of ordering the Goods. If the Customer has credit approval, payment must be within 14 days of invoice or such other period, if any, as may have been agreed to in writing by DPR Network, failing which interest is payable by the Customer thereafter on demand at the rate of twelve percent (12%) per annum calculated daily until the date of payment of the balance outstanding from time to time. The Customer acknowledges and agrees that this rate and the amount chargeable represent the minimum loss and liquidated damages, which will be sustained by DPR Network in the event of non-payment. DPR Network has the right in its discretion to withdraw credit at any time prior to the delivery of the whole of any order.

16. On Sale of Goods.

Upon the sale to third parties of any Goods supplied by DPR Network to the Customer prior to the full payment of all monies owing to DPR Network, including payment and assignment to DPR Network of the REC's, the Customer agrees to hold all proceeds on trust for DPR Network and deposit such proceeds in a separate bank account and agrees to not mix the proceeds with any other monies and shall account to DPR Network upon demand.

17. Assignment of Renewable Energy Certificates (REC's).

Upon entering into this Agreement, the Customer unconditionally undertakes to assign, and is deemed to have assigned, to DPR Network its right to create Renewable Energy Certificates (REC's). The Customer agrees to complete and execute for the benefit of DPR Network any documents, contracts, or papers reasonably necessary to give effect to this assignment. The Customer undertakes not to otherwise deal with its right to create Renewable Energy Certificates.

18. Cancellation.

Orders cannot be cancelled by the Customer except by arrangement in writing with DPR Network. Goods ordered in error or in excess cannot be returned for credit or exchange except by special arrangement agreed to in writing with DPR Network. In these circumstances Goods will only be accepted if returned in their original packaging by DPR Network's nominated carrier in saleable condition, and received by DPR Network within seven (7) days from the date of such arrangement. Orders or balance of orders may be cancelled by DPR Network in the event of any failure by the Customer to adhere to the terms of the Agreement or if DPR Network suspects the credit worthiness of any Customer. Orders may be cancelled by the Customer where the Customer is required to pay additional expense in relation to the installation of the Goods, and declines to make such payment or if the Goods are not installed within six months of making an order. Orders may be cancelled by DPR Network under the following circumstances:

- a). due to its inability to supply Goods including, without limitation, failure by its suppliers to provide any part of Goods;
- b). variations or cessation of the solar credit scheme; or
- c). where it is not possible to obtain a rebate for the applicant.
- d). where economic conditions force the prices of its materials and services up, including but not limited to currency changes and global economic pressures, to the extent that the price agreed with the customer is no longer sustainable to DPR Network. Should an order be cancelled by DPR Network, a full refund will be made to the Customer.

19. Acceptance of order.

DPR Network is not obliged to accept any order. Failure on the part of the Customer to make any payment on the due date shall constitute a breach of an essential term of the Agreement and DPR Network shall be entitled to treat such failure as a repudiation of the contract by the Customer and, without limiting DPR Network's rights, DPR Network shall be relieved of any further performance thereof.

20. Availability of Goods.

If Goods ordered by the Customer are not available at the time of order they will be supplied by DPR Network when available, and DPR Network shall not be liable to the Customer to make good any damage or loss whether arising directly or indirectly as a result of any ensuing delay in delivery. The Customer expressly acknowledges that the price of the Goods has been determined on the basis of bulk orders being satisfied by multiple Customers. The Customer expressly acknowledges that DPR Network may, and is in fact, likely to suffer delay in receiving minimum bulk orders before shipment of Goods occurs. The Customer further acknowledges that delays may be caused as a result of the Australian Greenhouse Office in considering any application for pre-approval for the Rebate, as well as the time taken by DPR Network or its contractors to perform site assessment to determine the suitability of the Customer's premises for the installation of the Goods.

21. Delivery times.

Any times quoted for delivery are estimates only, involving no contractual obligation and DPR Network shall not be liable to the Customer to make good any damage or loss whether arising directly or indirectly out of the delay in installation and commissioning. Time will not be of the essence for any installation and commissioning. DPR Network may notify the Customer of any delay in writing at its earliest convenience.

22. Delivery of excess quantity of Goods.

In the event of any over-delivery in quantity of Goods to the Customer, the Customer must accept the Goods ordered and may reject the rest, in which case it must immediately inform DPR Network, and allow DPR Network to retrieve the excess Goods. The estimated quantities shown in any quotation are not guaranteed and the Customer will be charged for actual lesser quantity supplied unless DPR Network has indicated in writing to the contrary.

23. Delivery.

Without prejudice to Clause 15 of these Terms and Conditions of Sale, where the Customer requests delivery to any site, including the Customer's premises, DPR Network can elect to deliver the Goods to that location but, if the location is unattended at the time of delivery, DPR Network may leave the Goods at the location and DPR Network shall not be responsible for any damage to or loss of the Goods after delivery howsoever arising.

24. Force Majeure.

In the event of a "force majeure" event DPR Network shall be entitled either to rescind the Agreement (without being liable for damages) or to extend delivery or time for performance by a reasonable period of not less than the duration of such event and all liability under any contract, including liability for damage whether specified or otherwise, shall be modified or adjusted accordingly.

"Force majeure" shall include all happenings beyond DPR Network's control or in consequence of which DPR Network is hindered in executing its obligations and shall include all strikes, trade disputes, fire, accidents and supply, import or export delays.

25. Disclaimer of liability.

DPR Network shall not be liable for any costs, expenses, loss or damage of whatsoever nature and whether direct, indirect or consequential caused by or contributed to by any error, misrepresentations or misleading information supplied by or contained by any manufacturer's or supplier's packaging, labels, specifications, brochures, pamphlets, advertising or other media.

26. Indemnity.

The Customer shall indemnify DPR Network against all claims, costs and liability arising out of any infringement or alleged infringement of any law or the rights of any third party, including without limitation any copyright, patent, design, or formula, in connection with the supply of Goods at the Customer's request or specification.

27. Warranty.

Except for such conditions or warranties as are required by law to be implied and the provisions of Clause 8, no condition, warranty or representation of any kind is given by DPR Network to the Customer whether in relation to the condition or suitability of the Goods, the date of delivery, the quality, fitness, safety, quiet enjoyment or otherwise of the Goods and all warranties, conditions and representations are hereby excluded to the maximum extent permitted by law. Furthermore, DPR Network's liability for the breach of any conditions or warranties implied by law is limited to, at the option of DPR Network, replacement of the Goods, or supply of equivalent Goods, or repair of the Goods, or payment of the costs of such replacement, supply or repair. The Customer acknowledges that, except as aforesaid, DPR Network is not liable for any cost, expenses, loss or damage of whatsoever nature, whether direct, indirect or consequential, caused by or resulting from breach of any conditions or warranties.

28. Jurisdiction.

The Agreement shall be deemed to have been entered into in the State of Queensland and the Customer agrees to submit to the exclusive jurisdiction of the courts of that State.

29. Intellectual Property.

The Customer acknowledges and agrees that under no circumstances will it take any interest in Intellectual Property, and DPR Network reserves all of its rights in respect of the DPR Network Intellectual Property.

30. Severance.

If any terms in this Agreement shall for any reason be declared or become unenforceable, invalid or illegal for any reason, the other terms and provisions of this Agreement shall remain in full force and effect as if the Agreement never included the unenforceable, invalid or illegal terms.

31. No waiver.

- A).** DPR Network's failure to exercise or delay in exercising any right, power or privilege will not operate as a waiver of any such right, power or privilege.
- B).** Any leniency, indulgence or extension of time which may be granted by DPR Network to the Customer will not prejudice any of DPR Network's rights in any way, nor will they constitute a waiver of any of DPR Network's rights.

32. Variation of Agreement.

No variation of or addition to this Agreement will be binding unless produced in writing and signed by both parties hereto or their duly authorised representatives.

33. Notices.

Any notice or other notification required to be given under this Agreement must be in writing and will be deemed duly served three days after it is mailed postage prepaid or by registered mail or by security post, or one day after transmission by facsimile by either party to the other party as its address shown herein or last known business address or relevant facsimile number.

34. GST.

If and to the extent that any payment or other consideration to be made or furnished by DPR Network to a person other than the Customer, pursuant to or in connection with this Agreement, may be increased or added to by reference to (or as a result of any increase in the rate of) any GST for which DPR Network is not entitled to receive and retain an "Input Tax Credit" (as defined in A New Tax System (Goods and Services Tax) Act 1999), the Customer shall pay to DPR Network on demand an amount equal to that increase or the value of that addition.

35. Privacy.

DPR Network may disclose any personal information in its possession relating to the Customer to any credit reporting agency or similar body, for the purpose of assessing the Customer's creditworthiness. The Customer consents to such disclosure, and also consents to DPR Network receiving information from credit reporting agencies or similar bodies regarding the Customer's commercial activities or creditworthiness.

36. Customer warranty.

The Customer warrants for the benefit of DPR Network that any and all information provided by the Customer to DPR Network in connection with any order to purchase the Goods is true and correct. If in the event that DPR Network relies upon such information and DPR Network suffers loss or damage as a result of that information being in any way materially false or incorrect, the Customer indemnifies DPR Network for such loss or damage including consequential loss suffered by DPR Network.