

# TERMS AND CONDITIONS

## **We, the Company will –**

1. The estimated date of commencement quoted overleaf is an estimate only of when the good may be available for delivery and the Seller may not be liable in any way for failure to deliver within the stated time and the Purchaser shall accept and pay for the good as and when tendered notwithstanding any such failure to deliver within the stated time
2. Do the work as designated overleaf.
3. Not accept responsibility for storm or other damage following completion of the work by our tradesperson.
4. Not take responsibility for damage to any motor vehicles parked on or next to the premises. Whilst we will take every reasonable precaution, there are risks of damage to vehicles, children's toys etc, they must be removed from the immediate vicinity while work is in process.
5. Charge interest in accordance with the applicable rate of interest of the Supreme Court of the state in which this Agreement is entered into on any outstanding monies beyond the due date, unless you have advised in writing that you have a complaint and are withholding payment for that reason.

## **You, the Client will please –**

- Keep all children, pets and visitors away from our workplace at all times while the job is in progress.
- Pay the contract price (which is firmly fixed), immediately and in full on the day of installation.

## **1. Ownership**

Ownership of any goods supplied to you by the Company under this contract remains the property of the Company until all monies have been received by the Company and all cheques have been cleared.

Until all outstanding monies have been received by the Company, you will hold goods supplied as bailee only and will be liable for loss of and damage to such items.

The Company may enter Site to recover goods which have not been paid for.

## **2. Installation**

Installation is subject to satisfactory inspection of the Site by the Company's technicians and confirming the suitability of the Site for the installation. You must give the Company and its contractors access to enable installation, including access at no cost to the Company to electricity, toilet facilities and water.

## **Exemptions**

Unless otherwise detailed on this contract the 'scope of work' to install a new PV system (but not excluding other forms if requested on this order).

PV System install work as specified notwithstanding does not include structural timber work, support timbers such as fascia boards, battens or framing timbers existing at the time of the works being carried out unless specified overleaf.

Upon Commencement/during works should rotten, insecure or unstable building work of any nature exist or be uncovered during the undertaking of the installation of the new PV system it is the responsibility of the owner of the property to replace or repair the condition.

Actual System Performance will depend on geographical and atmospheric conditions, and the structural limitations of the given installation site. **MLEC Contracting Pty Ltd** or its nominees will optimise through design and installation measures to produce the best possible daily yield given the contractual constraints. **MLEC Contracting Pty Ltd** and/or its nominees can also not be held responsible for changing circumstances which may alter the future system performance, such as, but not limited to, shading issues.

## **Cancellation**

If the customer, after the expiry of any cooling off period (if applicable), purports to cancel this Agreement prior to or after the date of commencement, or delay the date of commencement of work, the Customer shall pay to the Seller the costs incurred by the Seller to the date of such purported cancellation or repudiation or delay in commencement as the case may be. The cost may include Sales, Marketing and Administration costs for application approvals up to 20% of the contract.

## **Cooling Off Period**

This contract is subject to a cooling off period under the terms of Australian Consumer Law ACL July 2010 or equivalent legislation in the place in which this Agreement is entered into ("cooling off period").

## **Exercise of Colling Off Rights**

During the cooling off period (if applicable), the customer may give notice to the Seller of rescission of this Agreement. That notice may be in writing and delivered to the Seller, either via email, in person or by pre-paid post delivered to the seller, or by telephone.

## **Agreement**

This order and its acceptance shall be deemed to constitute the entire Agreement between the parties and to the extent permitted by the law, all terms and conditions and warranties express or implied are expressly included.

As materials and measurements may require confirmation, this Agreement is subject to a condition of final approval by the Seller. Pending that approval, this agreement binds both Parties.

## **Debt Collection costs**

Any expenses, costs or disbursements incurred by the Seller in recovering outstanding monies owed by the Customer to the Seller under this Agreement, including debt collection agency fees and solicitor's costs, shall be paid by the Customer to the Seller when demanded by the Seller on an indemnity basis. Interest is payable by the Customer to the Seller on any outstanding monies owed by the Customer to the Seller under this Agreement in accordance with the applicable rate of interest of the Supreme Court of the State in which the order is placed at the time of making the order.

## **Privacy Act**

I/We agree that **MLEC Contracting Pty Ltd** may use a credit report about me for collecting overdue payments (section 18 K (1) (h) Privacy Act 1988) if it considers it relevant to collecting overdue payments in respect of commercial credit provided to me.

**MLEC Contracting Pty Ltd** is bound by the National Privacy Principles set out in the Privacy Act. Certain information about Customers is retained for warranty and other purposes related to our commercial operations, but it is not divulged to third parties.

By providing your telephone number, you warrant that you are the relevant telephone account holder (or their nominee) within meaning of the Do Not Call Register Act 2006 (Cth). You hereby consent to be contacted via telephone in relation to **MLEC Contracting Pty Ltd** goods and services, such consent to continue indefinitely.