



J & M Energy Solutions - Terms and conditions

This Contract sets out the terms and conditions between the Customer (As named in Pages 1 to 4 of the Contract, hereinafter referred to as “the Customer”) and J & M Patterson Pty Ltd trading as J & M Energy Solutions (ABN 31 160 221 938, hereinafter referred to as “J & M Energy Solutions”).

1. Definition and interpretation of the terms used in the Contract

- 1.1. “The Customer means the person/s purchasing Goods and/or the System from J & M Energy Solutions .
- 1.2. “Goods” means any goods, products, services and/or materials supplied by J & M Energy Solutions.
- 1.3. “The System” means the solar photovoltaic system purchased by the Customer from J & M Energy Solutions , as specified in Page 1 of the Sales Contract.
- 1.4. “The Sales Contract” or “The Contract” means the Solar Photovoltaic System Supply and Installation Contract as supplied by J & M Energy Solutions to the Customer at any given time.
- 1.5. “STCs” means Small-scale Technology Certificates, has the same meaning as Renewable Energy Certificates (RECs) in the Renewable Energy (Electricity) Act 2000 and includes any certificate, right or entitlement of a similar nature which arises under legislation.
- 1.6. “STC Assignment Form” means the form provided by J & M Energy Solutions to be completed and signed by the Customer in order to assign to J & M Energy Solutions any STC entitlement the Customer may have in respect of the relevant Goods and/or System/s supplied by J & M Energy Solutions under this Contract.
- 1.7. “Regulations” means the Renewable Energy (Electricity) Act 2000, as amended, supplemented or replaced from time to time, together with any other relevant legislation and regulations thereunder.
- 1.8. “GST” has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 and in the GST law.

2. Formation of the Contract

2.1. The contract exists between the Customer and J & M Energy Solutions once the Customer executes and returns to J & M Energy Solutions the Sales Contract. The Customer’s execution of the Sales Contract provided by J & M Energy Solutions is evidence of the Customer’s agreement to be bound by the terms and conditions of the Contract.

3. Site inspection and installation of the system

- 3.1. In order for J & M Energy Solutions to conduct a site inspection to determine the best possible positioning and layout to maximise the performance and efficiency of the System to be installed at the Customer’s premises and to ensure that a safe work site will be provided for the Customer, J & M Energy Solutions employees and the general public, the Customer:
 - 3.1.1. Agrees to allow J & M Energy Solutions access to their premises and all areas that may be affected by the installation of the System including internal roof space and all areas where parts of the system will be placed or installed and or will be travelled through in order to install the system or deliver materials to their designated place of installation.
 - 3.1.2. Acknowledges that J & M Energy Solutions will rely on answers provided by the Customer to questions asked by J & M Energy Solutions concerning the nature of the Customer’s premises and their eligibility for point of sale discounts from the purchase price referred to in clause 5.3
 - 3.1.3. Understands that J & M Energy Solutions site inspection does not relieve the Customer from their responsibility to ensure that all answers provided by them to J & M Energy Solutions in relation to questions referred to in Clause 3.1.3 are truthful, accurate and complete.
 - 3.1.4. Understands that a firm purchase price cannot be provided – and therefore a sales contract cannot be provided either – without J & M Energy Solutions employees conducting a site inspection to ascertain the suitability of the Customer’s premises for the installation of the System.
 - 3.1.5. Recognises that, should J & M Energy Solutions determine that the Customer’s premises may not be suitable to achieve maximum efficiencies from the System and the Customer choose to proceed with the installation of the System anyway, the Customer will be required to sign a statement acknowledging that J & M Energy Solutions has informed them about this situation prior to the installation of the System.
 - 3.1.6. Allows J & M Energy Solutions to photograph the Customer’s premises and the System, including photographs of:
 - 3.1.6.1. Where the installation of the System will occur prior to installation;
 - 3.1.6.2. The System after the installation of the System has occurred;
 - 3.1.6.3. Parts of the System, including the serial numbers on each of the installed solar modules and the mounted inverter.
 - 3.1.7. Agrees to allow J & M Energy Solutions to provide these images to the Office of the Renewable Energy Regulator (ORER) as evidence that the installation of the System has taken place.

4. Purchase of the system

- 4.1. The Customer agrees to purchase and J & M Energy Solutions agrees to sell to the Customer, deliver and install at the Customer’s premises the System outlined in the Contract on and subject to the terms and conditions of the Contract.
- 4.2. As referred to in Clause 5.3 the Customer agrees to assign to J & M Energy Solutions their right to receive all Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the System, including their right under the Federal Government Solar Credits program to create STCs.

5. Price and payment

5.1. The total amount payable by the Customer to J & M Energy Solutions for the purchase of the System or the “Final price to customer (after STC assignment)” as shown on Page 1 of this agreement is the price shown on the detailed tax invoice issued by J & M Energy Solutions to the Customer and includes supply, delivery and installation of the System. This is the price after any cash discount or deduction that J & M Energy Solutions offers to the Customer or assignment of rights that the Customer makes to J & M Energy Solutions based on any Grants, Rebates, Energy trading Certificates and Carbon Credits generated or created as a result of the installation of the system including the Customer’s right under the Federal Governments Solar Credits program to create

STCs which may apply.

5.2. The total amount payable by the Customer to J & M Energy Solutions as described in Clause 5.1. is dependent on the customer assigning their STC's to J & M Energy Solutions. This will be done on the day, in the form of the customer's signature on an STC form, assigning their STC's to J & M Energy Solutions. As they now own the STC's, J & M Energy Solutions retain the right to allow any company they choose to register and sell these STC's on their behalf.

5.3. The Customer acknowledges that if for any reason they are not eligible for or do not receive in full all Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the System, including their right under the Federal Government Solar Credits Program to create STCs that they have assigned to J & M Energy Solutions, then the Customer will be required to pay in full to J & M Energy Solutions the shortfall in value of the "Point of sale discount" as detailed on the tax invoice or the difference in full value between the "Purchase price" and the "Payment amount" as detailed on the tax invoice.

5.4. Prior to a site inspection being scheduled for the purpose referred to in Clause 3.1. the Customer will pay to J & M Energy Solutions a deposit equivalent to ten (10) per cent or less of the total value of the System as explained in Clause 5.1. Should the customer premises be not suitable for the installation of the System for reasons detected as part of the site inspection, this deposit will be refunded by J & M Energy Solutions to the Customer within ninety (90) calendar days from the date of the site inspection.

5.5. Should the Customer decide to unilaterally cancel this agreement for no fault of J & M Energy Solutions, their installers and/or employees, J & M Energy Solutions will reserve the right to forfeit the full amount of the deposit paid by the Customer to J & M Energy Solutions in order to compensate for expenses incurred by J & M Energy Solutions, their installers and/or employees, irrespective of the motive given by the Client to justify their action.

5.6. The Customer agrees to pay to an Authorised Service Provider (ASP) for any and all works required to connect their System to the electricity grid and for any work required to bring their switchboard to the regulatory standards demanded by the relevant authority, including the upgrading of the existing electricity meters and/or installation of additional electricity meters in their switchboard to allow for gross or net feed in tariffs to be calculated and paid by the Customer's electricity retailer.

5.7. Unless agreed otherwise by J & M Energy Solutions, the only accepted payment method is by cash, personal cheque, bank cheque, money order, electronic funds transfer (EFT), Visa Card or Mastercard. Payments with Visa Card or Mastercard will attract a 1.2% payment processing fee.

5.9. The Customer will pay to J & M Energy Solutions the purchase price owed for the supply and installation of the System minus any deposits paid (excluding metering expenses) no later than on the day of installation of the System, and while the installer is still at the premises. Failure to do so will result in J & M Energy Solutions passing on The Customers details to a debt collector, which could affect The Customer's future credit rating. If paying by bank transfer, proof of payment must be shown to the installer, and emailed to info@jmenergy.com.au. This amount does not include the payment of any relevant charges that are not outlined in the tax invoice issued by J & M Energy Solutions to the Customer.

6. Cooling-off period:

The Customer acknowledges that under the 2008 Final Report to the Door-to-door Sales Act 1967 and the Fair Trading Act 1987, the ten-day cooling off period applicable in New South Wales applies to unsolicited sales only.

7. Government Grants, Rebates, Benefits, Energy Trading Certificates and Carbon Credits

7.1. As a result of the purchase and installation of the System, the Customer may be entitled to receive a Grant, Rebate, or other Benefit from the Commonwealth, State or Local Government to generate or create Energy Trading Certificate or Carbon Credits including STCs or VEECs. J & M Energy Solutions does not warrant or guarantee that the Customer will receive any Grant, Rebate, and Benefit or be entitled to generate or create any other Energy Trading Certificates or Carbon Credits as listed in this Clause.

7.2. The Customer acknowledges that, under certain circumstances, the Commonwealth, State or Local Government may request from the Customer to pay back the Grant, Rebate or Benefit provided, generated or created as a result of the installation of the System. J & M Energy Solutions has no responsibility to the Customer in the event that the Customer is required to pay back the Grant, Rebate or Benefit provided, generated or created.

8. Authority to deliver and install the system

8.1. J & M Energy Solutions will deliver the system to the Customer's premises as described in the "Installation site details" section of Page 1 to this Contract on the agreed scheduled installation day.

8.2. The Customer agrees to be present at the said premises as described in Clause 8.1. during the entire duration of any and all inspection and installation visits required by J & M Energy Solutions in order to discharge their obligations under this Contract, including site inspections, System installations and commissioning and meter installations and exchanges.

8.3. The Customer authorises J & M Energy Solutions and their installers, employees and/or authorised personnel to install the selected System at the Customer's premises as described in Clause 8.1.

8.4. J & M Energy Solutions undertakes the responsibility to ensure that the System will be installed by trained, competent, qualified, licensed and duly accredited personnel.

8.5. The Customer acknowledges that during the course of the installation of the above solar photovoltaic system, tiles (Where applicable) may be accidentally and involuntarily broken or damaged beyond the control of the installer and that breakage of or damage to tiles may also occur due to the age and/or type of tiles on their roof.

8.6. In view of the possibility outlined in Clause 8.5. the Customer undertakes the responsibility to source replacement tiles prior to installation day in the event that some of them could be broken or damaged.

8.7. J & M Energy Solutions installers will take all reasonable care when installing the System at the Customers' premises. If nevertheless any roof tiles are damaged when installing the System, the installer will replace the damaged tiles with those provided by the Customer on the day of the installation.

8.8. Should for any reason the Customer fail to provide replacement tiles on the day of the installation of the System then the installer will take all reasonable measures to make good any damage that may occur to the roof as result of the tiles being damaged and J & M Energy Solutions will not be required to take any further or alternate measures in connection directly or indirectly with any damaged roof tiles.

8.9. The installer will also take reasonable measures to make good any other damage that may occur while installing the system on the Customer's premises.

8.10. The Customer authorises J & M Energy Solutions to submit on their behalf a request to the corresponding network provider for the System to be connected to their electricity grid and later on to connect the selected System to it under relevant State legislation.

8.11. The Customer agrees to execute to whatever documents J & M Energy Solutions may reasonably require and to take whatever other action J & M Energy Solutions may reasonably require to commit the installation of the System and its connection to the electricity grid.

8.12. The Customer agrees to execute documents required by J & M Energy Solutions via written signature.

8.13. The Customer acknowledges that J & M Energy Solutions may need to change the scheduled installation date due to circumstances outside our control which may pose a hazard to their employees, the Customer, the Customer premises and/or the general public including:

8.13.1. Poor weather conditions;

8.13.2. Unanticipated factors at the property that may require additional equipment to safely perform the installation;

8.13.3. Delay in delivery or manufacture of the system or components of the system;

8.13.4. Unforeseen illnesses or injuries to the Customer or J & M Energy Solutions installers.

8.13. The Customer agrees to restrain or remove any animal at the installation premises at the time of the site assessment, System installation and commissioning and meter installation or exchange.

9. Availability and supply of goods

9.1. The Customer agrees that time will not be of the essence of the Contract for the supply and installation of the System and any times or periods quoted in the Contract or by J & M Energy Solutions installers and personnel are only estimates given in good faith and do not form any part of the contractual obligation unless otherwise stated in the Contract.

9.2. The Customer acknowledges that there may be delays in the transportation of components of the System and that J & M Energy Solutions will supply and install the System only when all components that make up a System are available.

9.3. J & M Energy Solutions shall not be liable to the Customer to make good any damages or losses that may arise as a result of the delay whether directly or indirectly of the supply and installation of the System or components of the system including its connection to the electricity grid.

9.4. The Customer acknowledges that J & M Energy Solutions retains the right to supply the Customer with alternate components of the system including the panels, inverters, mounting system, batteries (in SAPS systems), and consumables than those specified in the Contract. J & M Energy Solutions will supply the Customer with the equivalent quality components of the system in this situation.

10. Meter installation and electricity grid connection

10.1. The Customer allows J & M Energy Solutions to notify their electricity distributor and retailer on their behalf of the installation of the System at the installation premises.

10.2. The Customer understands that in some cases J & M Energy Solutions may not be able to connect their System to the electricity grid, as grid connection of the System is in some areas to be undertaken by the Customer's chosen energy network provider or meter installer/technician only. The Customer acknowledges that J & M Energy Solutions is in no way responsible for any delay or associated costs incurred in the completion of this work.

10.3. The Customer understands that they may be billed by their energy retailer or service provider in order to receive any feed-in tariffs generated as a result of the system returning electricity to the electricity grid. The Customer understands that J & M Energy Solutions will take no responsibility for the amount they receive as a result of this and acknowledge that it is their responsibility to verify available feed-in tariffs, including terms and conditions available to them as a result of the capacity to generate electricity and connection to the grid of the System installed.

11. Termination of the contract

11.1. The parties to this Contract may terminate it if the other party breaches the terms and conditions of the Contract

11.2. Should J & M Energy Solutions cancel this Contract because they feel that the Customer have failed to comply with the terms and conditions of the Contract, the Customer will pay for any associated costs, including a cancellation fee equivalent to the deposit paid or \$250 whichever is the greater amount.

11.3. Should the Customer terminate the Contract after installation works have commenced, fail to provide access to their home, fail to restrain any animals at their home or fail to make the site of their home safe for J & M Energy Solutions installers or employees to perform their works, the Customer will be liable for all works and materials provided including payment on their behalf of any fees or charges associated with the System installation and meter exchange/installation by their network provider.

11.4. Where any Federal or State Government program that provided the Customer with Grants, Rebates, Energy Trading Certificates and Carbon Credits generated or created as a result of the installation of the System be significantly altered or cancelled, either party may terminate the Contract.

11.5. Should the \$US and \$AUD exchange rate fall by more than 10 per cent then J & M Energy Solutions may terminate the contract and repay any monies paid by the Customer within sixty (60) days.

11.6. Should the Customer sell their home after they have entered into this contract and the new owner of the home does not wish to proceed with the purchase and the installation of the System or the terms and conditions of this Contract then J & M Energy Solutions reserves the right to cancel the Contract.

12. Force majeure

12.1. If an event occurs which is outside the reasonable control of the Customer or J & M Energy Solutions (i.e. Force Majeure) and the Customer or J & M Energy Solutions breach the contract due to this event only, both parties' obligations under this contract are waved to the extent to which they are affected under the force majeure event as long as the force majeure event continues.

13. Changes to the contract

13.1. This contract is subject to change as a result to future changes to the legislation under the Renewable Energy (Electricity) Act 2000 and the Home Building Act 1989 (NSW). Otherwise this agreement may only be varied by agreement in writing between the Customer and J & M Energy Solutions.

14 Defects and warranties

14.1. All work and any materials supplied and utilised by J & M Energy Solutions will be designed and suitable for the purpose of which they are used as part of the System installed at the Customer's premises.

14.2. The Customer warrants that they are the owners of the home located at the address set out in the Contract or that they have obtained all consents and approvals required for J & M Energy Solutions to install the System at their premises, including

permission from the owner.

14.3. J & M Energy Solutions warrants that they will repair any damage to the Customer's property that is caused by the installer of the System, excluding damage to roof tiles as referred to in Clauses 8.5 to 8.9, so long as the Customer notifies J & M Energy Solutions in writing of the damage within thirty (30) days of the installation of the System.

14.4. J & M Energy Solutions reserves the right to refuse to install the System where they believe that the installation of the System may cause damage to the Customer's property or surroundings. In this case all monies paid by the Customer will be refunded by J & M Energy Solutions in full within sixty (60) days.

14.5. Warranties of components of the system are as offered by their respective manufacturers, J & M Energy Solutions are not responsible for the warranty of the panels or inverter, and if panels or inverter need to be replaced the customer is to contact the manufacturer to organise replacement and re-installation. The customer has the right to request any installer of their choosing to re-install the replacement panels and inverter. If the customer chooses J & M Energy Solutions to re-install the replacement panels and/or inverter, a fee will be charged to the customer dependant on the work necessary, which will include assessing the system for faults, and it is the customer's responsibility to pay the assessment and re-installation fee. J & M Energy Solutions workmanship warranty on the installation of the system is five (5) years.

14.6. The Customer acknowledges that the electricity output of the solar photovoltaic system purchased under this agreement has been explained to them and they are aware of its production capabilities and limitations due to the geographical area in which they live, the inclination plane of their roof and it's orientation in respect of the North cardinal point (Azimuth) and the solar cell, module and inverter efficiencies declared by their respective manufacturers. J & M Energy Solutions warrants that if and when they install any System at the Customer's property they will use their best endeavours to install the System to achieve the maximum performance and efficiency of the system components.

15. Risk and ownership

15.1. The risk in the goods passes to the Customer upon the installation of the goods at their property at the address listed in the contract.

15.2. Ownership of the goods passes to the Customer upon the installation, and payment of the goods at their property at the address listed in the contract, the completion of all required documents to assign and Grant, Rebate or other Benefit from the Commonwealth, State or Local Government to generate or create Energy Trading Certificates or Carbon Credits including STCs or VEECs to J & M Energy Solutions.

16. Failure to pay

16.1. Unless approved by J & M Energy Solutions, if the Customer fails to pay any amount that is payable under this Contract, J & M Energy Solutions will be entitled to charge interest on the unpaid amount at the rate applicable to the State or Territory in which the Customer's property is located in for judgement debts in the Supreme Court.

17. GST

17.1. Unless this contract provides otherwise, the parties are of agreement that:

17.1.1. If J & M Energy Solutions are or become liable to pay GST in connection with the purchase and installation of the goods and site assessment, the Customer must pay to J & M Energy Solutions the corresponding GST amounts in addition to any monies owed and concurrently with the amounts owed unless otherwise agreed in writing.

17.1.2. J & M Energy Solutions will supply the Customer with a tax invoice for each purchase.

18. Information and privacy

18.1. The Customer agrees to provide to J & M Energy Solutions with whatever information they may require from them for the installation of the goods and to receive a Grant, Rebate or other Benefit from the Commonwealth, State or Local Government to generate or create Energy Trading Certificates or Carbon Credits including STCs or VEECs as a result of the installation of the goods.

19. General

19.1. This Contract is governed by the laws of New South Wales.

19.2. This Contract contains the entire understanding between both parties to the extent permitted by law; all implied terms are excluded. No party relies on any representation not set out in this Contract.

19.3. This Contract constitutes the entire agreement between J & M Energy Solutions and the Customer. Any oral representations, warranty or promise whatsoever other than those contained in this Contract, made by an installer or employee of J & M Energy Solutions to the Customer does not form any part of this Contract nor is the consideration for or basis of any collateral contract.

19.4. It is the Customer's responsibility to determine whether they require any approvals from any Governmental Authority for the installation of the Goods.

20. Standard installation conditions and inclusions

20.1. A site inspection at the Customer's property to confirm suitability for the solar System installation.

20.2. Any additional charges will be identified and confirmed with the Customer prior to the installation.

20.3. Delivery of goods to the Customer's property prior to or on the day of installation.

20.4. Installation of Solar panels on a single-storey building in suitable location without any splitting of the array.

20.5. Installation of the inverter according to system guidelines and Australian Standards AS4777.

20.6. Installation of suitable batteries and chargers (in SAPS systems)

20.7. Installation of suitable mounting system (Where roof pitch is less than 10 degrees a tilt frame will be required at an additional charge)

20.8. Testing and commissioning of the solar power photovoltaic system (Does not include any metering)

20.9. Customer instruction on system operation including inverter

20.10. Lodgement of an application for grid connection of a solar photovoltaic system with the Customer's network provider