Standard Terms and Conditions

Walnut Energy Systems pty ltd

* ABN 15618502015
* (Trading as Walnut Energy Systems)

DEAR CUSTOMER THIS CONTRACT DOCUMENT IS IMPORTANT.

Terms and Conditions

1. The overall sale price is dependent on the Small Scale Technology Certificate's (STC's) value. If the STC's value decreases by more than 15-20% in the period between the time of sale and installation, Walnut Energy Systems reserves the right to adjust the sale price accordingly.
2. If there is any change to the RET Program, Walnut Energy Systems reserves the right to adjust the price accordingly with the fluctuation of the STC's price.
3. The total cost of the installation less the deposit paid is payable on the day of the installation and all paperwork for final safety inspection and/or meter install will be processed then.
4. After installation, the customer agrees to sign over the STCs to Walnut Energy Systems or its nominated agent. If the customer wishes to retain the STCs, this can be facilitated but the customer will be required to pay the full price of the system at the time of installation.
5. The STC's value of the system is based on the current RET Program from the Australian Federal Government.
6. If the installation is outside the standard installation, Walnut Energy Systems reserves the right to collect an extra charge (as detailed within this document - Price and Payment).
7. This Agreement is subject to a 10 day cooling off period from the point of contract and a full refund within this period
8. This agreement DOES NOT include the cost to purchase and install the new meter, nor any cost associated with re-configuration of the new meter to accept solar or switchboard upgrade if required by your retailer/distributor.
9. Feed in tariffs or solar electricity buy back schemes are governed by State and Territory laws and Walnut Energy Systems accepts no responsibility if these laws change in any way affecting the system's return on investment.
10. System performance fluctuates with varying environmental conditions, and system performance is affected by shading caused by nearby structures or objects. The Customer acknowledges that the calculated System power generation is an approximation.

Please read carefully and indicate WHETHER YOU ACCEPT THE TERMS & CONDITIONS set out below before you sign your application. These terms and conditions will be part of your contract with us (“Contract”). The commencement date of the Contract is the date you accept the offer by signing the Acceptance Document.

Nature of Contract

This Contract Document is a contract for sale and installation of the relevant system(s) at the address shown in the Offer. It is not a contract to install a system or to connect a system to the electricity grid.

Definitions

* **“Agreement”** means a written agreement for the sale and purchase of Goods and Services to which these Terms and Conditions apply.
* **“Buyer”** or “***Customer”\_\_ means the person or legal entity identified in the Seller’s Quotation.***
* **“Contract”** means the contract between the Buyer and the Seller for the Buyer to purchase, and the Seller to supply, Goods and Services in accordance with the Terms and Conditions.
* **“Completion”** is date when the Goods are installed at the Premises
* **“Goods & Services”** means the goods and or services described in an Order that is accepted by the Seller and includes all goods or parts used in the installation in accordance with these Terms and Conditions.
* **“Government”** refers to the Australian, a State or a Local Government, or a Department, Agency, Authority or Office thereof.
* **“Installation”** means installation of Goods which can include solar energy, solar hot water by the Seller at the Premises.
* **“Invoice”** means any invoice for total work or Progress Payment invoice for a portion of the work outlined in the Seller’s Quotation.
* **“Latent Conditions”**, means conditions or attributes on, over or under the Premises and any building, structure or improvement that forms part of the Premises that could not have been ascertained by visual inspection.
* **“Order”** means a request for Goods and Services in the Quotation, submitted by the Buyer to the Seller.
* **“Premises”** means the land, building, structure or improvement where the Goods are to be installed or the Services performed, by the Seller.
* **“Price”** means the price for the Goods and Services stipulated in the Quotation.
* **“Quotation”** means the Seller’s written quotation for the Goods and Services in the Buyer’s Quotation Request.
* **“Quotation Request”** means a written or verbal request for Goods and Services by the Buyer to the Seller, for Goods and Services in accordance with the Terms and Conditions.
* **“Seller”** means Walnut Energy Systems and any authorised representative of the Seller.
* **“Force Majeure Event”** includes but is not limited to Act of God, war, fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, storm, flood, sabotage, or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, national defence requirements, latent conditions on or associated with the Premises, weather and the effects of weather and delayed or incorrect instructions and Data from the Buyer or any other even beyond the reasonable control of the Seller.
* **“Terms & Conditions”** means the terms and conditions in this document and any additional terms and conditions in the Quotation. Terms and Conditions are subject to change.

Purchase of Solar Goods

You agree to purchase the “Goods” as listed in the quote, subject to the terms set out.

Walnut Energy Systems agrees to sell you the Goods, which you have selected, install the Goods at the Premises subject to the terms set out in this Contract.

Buyer Acknowledgement

The Buyer acknowledges that the goods received will be reasonably fit for purpose as per manufacturers specifications and the Consumer Goods Act. Installation of the goods will be to the standard of the relevant Electrical installations standard.

The Buyer acknowledges that, unless otherwise agreed in writing, all intellectual property rights attached to the Goods or Services are and will remain the property of the Seller (or its supplier, where such rights are owned by that supplier).

The Buyer acknowledges and agrees that these terms and conditions are in full force and effect and are incorporated into every order.

The Buyer acknowledges that there may be charges from 3rd parties such as the electrical network owner for the installation of meters and monitoring equipment. The charges for such equipment is not covered by Walnut Energy Systems and their installation criteria other than if it is written into the issued quotation for goods and services by Walnut Energy Systems to the client.

Price and Payment

The total amount payable or method of payment by the Customer to Walnut Energy Systems will be before the day of install, Form Walnut Energy Systems reserves the right to charge interest on any overdue payment due under the agreement with the Customer at a rate of 15% per annum calculated on a daily basis.

Walnut Energy Systems reserves the right to charge for additional items required for non-standard installations. This may include but is not limited to:

* Switchboard upgrades - Circa $500 to $2500
* Installation of RCD (Safety) Switches - Circa $100 - $300 per unit
* Raised Frames - Circa $100 per panel
* Cathedral Ceiling / Excess Conduit works - $250
* Two storey Installations - Circa $150 - $2000 depending on equipment requirements
* Meter Installation (if Required) - Circa $150 - $1000 per unit
* Clip Lock Feet - $40 per panel
* Travel surcharge beyond 50km from each state capital city = $2 per km

All prices stated above are +GST

If changes or extra works are required past the point of contract agreement and out of the 10 day cooling off period, all extra works will be outlined in writing to the client with their representative costs. Permission from the client will be gained prior to extra works being carried out.

Walnut Energy Systems will is not liable for any extra charges from 3rd parties other than what is outlined in writing to the client in contract between the 2 parties.

Payment Plan

Finance options are available through independent 3rd parties.

The customer will be required to enter into a separate loan contract with the finance provider subject to finance approval under standard lending / credit assessment criteria.

Walnut Energy Systems is not a party to the loan contract and bears no liability for any assessment outcomes.

Failure to Pay

If you fail to pay any amount that is due and payable under this Contract, Walnut Energy Systems reserves the right to charge interest on any overdue payment due under Walnut Energy Systems’s agreement with the Customer at a rate of 15% per annum calculated on a daily basis.

You also agree to pay Walnut Energy Systems any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

Cooling off Period

This Agreement is subject to a cooling off period of 10 days which is offered.

During the cooling off period, the Customer may give notice to the Seller of rescission of this agreement. That notice must be in writing and delivered to the seller, either in person or by pre-paid post addressed to the Seller.

Within the 10 day cooling off period the client is entitled to the refund of their full deposit with no charges.

Pre Installation Site Inspection

The customer expressly warrants that the Premises are suitable for the installation of the Goods.

Walnut Energy Systems is relying on your representations, that the Premises are suitable for the installation of the Goods, in completing and executing the Goods designer’s certificate in the Residential Application for Pre-Approval.

Despite the above clause, Walnut Energy Systems may conduct a site inspection of the Premises in order to confirm your representations, and in that regard:

1. You grant permission to Walnut Energy Systems and our employees, contractors and/or agents to enter the Premises where the Goods are proposed to be installed and commissioned, at any reasonable time; and
2. You agree to ensure You are present at the property for such site inspection, installation and/or commissioning, when and as reasonably required by Walnut Energy Systems or our employees, agents and contractors.

Our inspection does not relieve you of your responsibility to ensure that your representations about suitability are correct.

Authority to Install

You authorise Walnut Energy Systems (and its employees, agents or contractors) to install the Goods which you have selected, at the Premises.

If part of your Goods is a solar electricity system (Solar PV), then you also authorise Walnut Energy Systems (and its employees, agents or contractors) to arrange connection of that system to the electricity grid. Any additional costs associated with connecting the solar electricity system to the electricity grid in accordance with the above shall be the sole responsibility of you and you hereby agree to pay those additional costs to Walnut Energy Systems or any third party as and when directed by Walnut Energy Systems.

You warrant that you are the owner of the Premises and agree to produce any evidence of ownership upon request by Walnut Energy Systems. You must ensure that Walnut Energy Systems and its employees, agents and contractors have sufficient access to the Premises, at whatever times it or they may reasonably require, in order to install the Goods which you have selected.

You agree to execute whatever documents Walnut Energy Systems may require, and to take whatever other action Walnut Energy Systems may require, in order to permit the installation of the Solar Goods or Goods you have selected and, in the case of solar electricity Goods, the connection of these Goods to the electricity grid.

You agree to ensure that Walnut Energy Systems (and its employees, agents or contractors) are supplied with and are permitted access to all necessary utility services, such as electricity and water, to allow Walnut Energy Systems to install the Goods at the Premises.

Delivery and Installation

Walnut Energy Systems will arrange for the System to be delivered and installed at the Customer’s home on the arranged installation date.

Walnut Energy Systems may need to change the Customer’s installation date in the following circumstances:

1. where there is a shortage of stock availability;
2. where there is a shortage of installer availability;
3. where there is inclement weather;
4. where the nature of the Customer's residential property results in unanticipated installation factors or requires additional equipment necessary to install the System; or
5. any other circumstance reasonably requiring Walnut Energy Systems to change the Customer's installation date.

Walnut Energy Systems will use its best endeavours to give reasonable notice to the Customer if the Customer’s installation date needs to be changes.

If the Customer’s switchboard does not comply with current safety standards or otherwise requires replacement or upgrade the cost of replacement or upgrade is payable by the Customer.

If difficulties with site access are encountered that were not notified to Walnut Energy Systems at the time of quote and/or offer by Walnut Energy Systems to the Customer, additional costs incurred in ensuring the safety of our installers may be payable by the Customer.

Walnut Energy Systems will notify the Customer’s electricity distributor and electricity retailer of the installation of the Customer’s System. The Customer’s electricity meter will be replaced as required by the Customer’s electricity distributor. The cost of replacement of the electricity meter is payable by the Customer.

Ownership and Risk

Ownership of the Goods will pass to you only upon payment in full of the Purchase Price for the Goods and any other amounts due and owing to Walnut Energy Systems under this Contract. Risk in the Goods will pass to you when that Goods are delivered and / or installed at the Premises and you hereby agree to and do indemnify Walnut Energy Systems against all loss and damage it suffers as a consequence of any and all losses consequent upon such delivery and installation.

Walnut Energy Systems reserves the following rights in relation to the Goods provided to you until the full Purchase Price for those Goods and all other sums payable by you under this Contract are received by Walnut Energy Systems:

1. Legal ownership and title to the Goods;
2. To enter your Premises without liability for trespass or any resulting damage and retake possession of the Goods; and
3. To keep or resell the Goods repossessed;
4. To sue you for any loss or damage suffered by Walnut Energy Systems for any loss or damage to its Goods.

You indemnify Walnut Energy Systems against any claim arising from such entry by them into the Premises.

Access to the Premises

You authorise Walnut Energy Systems (its contractors, employees and installers) 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 paperwork, the delivery and installation of the PV Solar system, connection to the grid and one single subsequent inspection.

You understand that if you (or another authorized person) are not present at time of installation and hence installation is not able to go ahead then a fee of $2000.00 (GST Inclusive) will be charged and your new installation date will be moved to the end of the list, Walnut Energy Systems reserve the right to consider extenuating circumstances.

If you are not the owner of the Premises: You represent that you have obtained the consent of the owner or any agent of the owner of the Premises for us to carry out all work and supply Product;

You agree that you are liable to pay for the Product even though you are not the owner; and You agree to indemnify us against all loss, costs or damage that we suffer or which is claimed against us or our contractors due to any breach of this clause by you.

STC’s

The Renewable Energy (Electricity) Act 2000 allows owners of eligible solar power systems to create Small Scale Technology Certificates (“STC’s”) or to assign their right to create STCs to persons registered with the Office of the Renewable Energy Regulator.

If the Customer has elected to assign their right to create STCs in respect of the System to Walnut Energy Systems:

1. the Customer will receive a point of sale discount on the price payable by the Customer, which will be detailed on the Quote Acceptance Form; and
2. the Customer agrees to complete all such prescribed forms and perform all such actions to give effect to the assignment of STCs to Walnut Energy Systems or its nominated agent.

The overall sales price is dependent on the Renewable Energy Credit’s value. Current Australian Government policy allows STCs 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.

STCs are traded on an open market and the price of STCs varies from time to time. After installation, the customer agrees to assign the STCs to Walnut Energy Systems. If the customer wishes to retain the STCs this can be facilitated, but the customer will be required to pay the full price of the system at the time of the installation.

If, as a result of the STCs pricing, the cost to the Customer increases by an amount in excess of $500, the Customer shall be entitled to terminate the contract, in accordance with Clause 22, and receive a full refund of deposits on the condition that such termination occurs prior to installation.

Grid Connection, Meter installation and Solar Buy Back

This agreement DOES NOT include the cost to purchase and install the new meter, which will be charged to you by a private meter contractor (or your energy retailer in some states) following installation of the solar system.

You understand that although Walnut Energy Systems may assist in arranging connection to the main grid and meter installation the agreement to undertake this connection is between you and your energy retailer and/or distributor.

Any electrical work required to bring your building’s wiring or switchboard up to code (AS3000) is not part of this agreement and will be payable by the customer, this includes “shoebox meters” in the ACT.

You understand that different energy retailers and/or distributors have different rules, requirements and rates in regard to what they will pay you for the solar electricity you generate. You may need to switch energy retailers in order to receive the solar electricity buy-back (feed in tariff).

Walnut Energy Systems accepts no responsibility if the customer does not receive the solar buy back. Please check with your retailer as to whether they provide the solar buy-back in your area and for any special related conditions. Feed in tariffs or solar electricity buy back schemes are governed by State and Territory laws and Walnut Energy Systems accepts no responsibility if these laws change in any way affecting the system’s return on investment.

Termination

Walnut Energy Systems may terminate this contract in the event that you fail to comply with any term of this Contract or any of the Contract Documents.

If this Contract is terminated before Walnut Energy Systems has received payment in full of the Purchase Price for the Goods, then Walnut Energy Systems will be entitled to:

1. remove the Goods from the Premises or from any other place that you have relocated them to, or authorised them to be relocated to
2. enter onto the Premises, or any property where the Goods have been relocated for the purposes stated above
3. undertake any works necessary to remove the Goods.

If Walnut Energy Systems terminates this contract because you have failed to comply with any term of this Contract, you agree to pay any costs associated with the removal of the Goods from the Premises or any other place including any damage resultant there from, & any costs associated with recovering possession of the Goods (incl, but without limitation, legal costs).

You may elect to terminate this Contract other than in accordance with this section at any time prior to Walnut Energy Systems ordering the Goods from a supplier and installation of the Goods at the Premises, in which case you agree to forfeit your deposit & any other amount paid to Walnut Energy Systems.

Installation Warranties

Walnut Energy Systems warrants that the installer of The Goods will be suitably qualified and experienced; will be duly licensed or registered; and accredited for installation of solar electricity Goods by the Clean Energy Council for Sustainable Energy (or another relevant body).

Walnut Energy Systems warrants that, if and when The Goods are installed, the installation will comply with all relevant Australian standards or, where they do not exist, with the relevant international standard.

No responsibility is accepted by Walnut Energy Systems nor does the work quoted include any costs or liability in relation to the replacement, repair or suitability of existing plumbing fittings, flue, piping, floor coverings, wiring, roofing or any other household effect.

Exclusions and Limitations: Although reasonable care is taken with the installation of The Goods NO responsibility can be accepted for components, materials and workmanship supplied by You or if the goods are used or dealt with in any way which is not usual.

Responsibility will not be accepted for equipment loss\damage due to any all of the following:

1. Storm or tempest,
2. Atmospheric electrical discharges,
3. Flooding or water damage, however caused,
4. Lack of, or improper maintenance,
5. Unauthorised repair, modification or additions,
6. Connection of equipment not in compliance with specifications,
7. Faulty operation of Customer supplied power generating equipment, and
8. Goods loading in excess of specified Goods capacities or force majeure.

Except as required by law all implied conditions and warranties are hereby excluded subject to those conditions and warranties necessarily implied under the Trade Practices Act or any other Act. The Customer’s sole and exclusive remedy for any damage whether direct, indirect, special, consequential or contingent shall, at the Walnut Energy Systems option, be limited to the following:

1. in the case of goods:
   1. the replacement of the goods or supply of equivalent goods
   2. the repair of goods
   3. the payment of the cost of replacing or repairing equivalent goods
2. in the case of services:
   1. the supply of the services again
   2. the payment of the cost of having the services supplied again

Product Warranties

The product warranties are outlined in respective Product Specifications brochure available from Walnut Energy Systems.

The installation warranty is available from Walnut Energy Systems at a period of 5 Years from date of installation.

Walnut Energy Systems advises that they know of no changes to the Product Warranties or Installation Warranty as at the date of signing this Document and You agree to accept as notice of any change amendment or addition, the publication by Walnut Energy Systems on its website of any amendment, addition or alterations from time to time, which may be notified to Walnut Energy Systems by the manufacturer or supplier of the Goods.

Walnut Energy Systems reserves the right to supply components for any components of the Goods from alternative manufacturers as long as they are of equal or better product performance criteria and product warranty criteria.

Disclaimer Regarding Performance

We guarantee that the energy output (measured over a 2 year rolling period) of your Walnut Energy Systems PV solar system will meet or beat the Estimated Yield (Performance Guarantee). If it doesn’t do so you are entitled to compensation to put you in the position you would have been in if the output of the system had met the Performance Guarantee. In every circumstance and where possible Walnut Energy Systems will use best endeavours to install the Product to optimal orientation and exposure to direct sunlight.

You are not entitled to a remedy when your solar system does not meet the Performance Guarantee due to something:

* you or someone else did or failed to do (excluding Walnut Energy Systemss’ agents or employees), or
* beyond human control that happened after the system was installed at your premises.

Examples may include where:

* someone other than Walnut Energy Systems’ installer, contractor or other authorised representative installed, removed, reinstalled, repaired or modified the system;
* you have failed to keep vegetation trimmed so that the system receives as much sunlight as it did when it was installed by us;
* abnormal weather conditions occur which reduce the expected amount of sunlight being received by your system.

Walnut Energy Systems acknowledges that some buildings may not have optimum positioning for the Product and acknowledges that customers will still want the Product installed with the understanding the performance may be compromised in certain situations.

You acknowledge that performance may be compromised if the Product including positioning of components and Products on rooftops is not ideal and accept that the performance may not be as to the manufacturer’s specifications

If we determine that there is a problem with your system but the problem is not a “major failure” (as defined in the Australian Consumer Law) and is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

If we determine that there is a problem with your system and the problem is a “major failure” or is not capable of being remedied, you are entitled to a choice of remedies in accordance with the Australian Consumer Law.

Exclusion of Warranties and Liability

Walnut Energy Systems does not make any representations or warranties to you in connection with the Goods, beyond the express terms of the manufacturer’s or supplier’s warranties set out in this Contract and those warranties which cannot be excluded from this Contract.

Walnut Energy Systems’s liability for breach of any express or implied condition or warranty (other than a condition or warranty implied by section 69 of the Trade Practices Act 1975, Commonwealth) is limited to the replacement or repair of the relevant solar Goods provided you have satisfied the warranty requirements.

Subject to the preceding paragraph, to the maximum extent permitted by law, Walnut Energy Systems will have no liability to you for any compensation for breach of this Contract other than as is set out in the preceding paragraph.

You acknowledge this Contract contains the whole of the terms and conditions agreed upon by the parties hereto.

You indemnify and agree to keep indemnified Walnut Energy Systems, its workmen and agents from and against all claims demands actions and proceedings of any kind whatsoever made or brought against Walnut Energy Systems by any person or corporation whatsoever arising out of any act or omission on the part of Walnut Energy Systems in or about or the performance or purported performance by Walnut Energy Systems of its obligations under this Contract.

We do not take responsibility for any electric signals interference including TV and radio.

Force majeure

In the event of a “force majeure” event Walnut Energy Systems shall be entitled either to rescind the Contract (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.

GST

If and to the extent that any payment or other consideration to be made or furnished by Walnut Energy Systems to a person other than YOU, 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 Walnut Energy Systems is not entitled to receive and retain an “Input Tax Credit” (as defined in A New Tax Goods (Goods and Services Tax) Act 1999), You shall pay to Walnut Energy Systems on demand an amount equal to that increase or the value of that addition within 7 days of receipt of an invoice or other written request for payment by Walnut Energy Systems.

Information and Privacy

You agree to provide Walnut Energy Systems with whatever information it may require from you in order to apply for any grant, rebate or other benefit which you may be entitled to receive from the Commonwealth or State Government.

The information collected by Walnut Energy Systems may include “personal information” within the meaning of the Privacy Act 1988 (Commonwealth). You are entitled to access this information by contacting Walnut Energy Systems at the address shown in this Contract.

Walnut Energy Systems will collect information from you for the purposes of applying for the grant, rebate or other benefit on your behalf and, accordingly, may disclose that information to the relevantGovernment authorities.

Walnut Energy Systems may also use any personal information, collected from you, for the purposes of sending you marketing and promotional materials unless you notify Walnut Energy Systems that you do not wish to receive marketing or promotional materials.

Miscellaneous

This Contract Document sets out the entire agreement between you and Walnut Energy Systems and supersedes any representations or promises made by Walnut Energy Systems, its employees or agents whether prior to or after the commencement date of this Contract.

This Contract shall only be varied by written agreement prepared with the same degree of formality as this Contract.

To the extent permitted by law, all implied terms are excluded.

Any performance of an obligation by Walnut Energy Systems under this Contract following a breach by you shall not be deemed as a waiver of the said breach, or otherwise affect any right that Walnut Energy Systems has, or any action that we make take, with respect to that breach.

No delay in the exercise in any right held by Walnut Energy Systems shall be deemed as a waiver of those rights.

Any notices to be provided under this Contract shall be in writing and forwarded to Walnut Energy Systems at its business address, or to the Customer at the Premises, as the case may be, and shall be deemed to be received by intended recipient within 3 business days of postage, or upon personal hand delivery.

In this Contract, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

This Contract is governed by the laws of the State in which the Premises are located.

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force.

Acknowledgements by Customer

The Customer affirms they have read, understood and agree to these terms and conditions.

The Customer affirms that all information provided to Walnut Energy Systems, is true and accurate.

Any false or incorrect information provided to Walnut Energy Systems, which leads to any losses or damages, may be indemnified at the customer’s expense.

The Customer acknowledges that system performance fluctuates with varying environmental conditions, and system performance is affected by shading caused by nearby structures or objects. The Customer acknowledges that the calculated System power generation is an approximation.