



## Terms and Conditions of Supply

1. These terms and conditions of supply apply to all transactions between us for the supply of goods and/or services. By placing an order or making a purchase you agree to these terms and conditions.
2. Price means our fixed and published price, or the amount agreed between us or the amount established by a course of dealing between us. We reserve the right to change our price from time to time.
3. Once we receive your order we will provide you with an order confirmation. Your receipt of an order confirmation, however, does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell; we are simply confirming that we received your order.
4. We reserve the right at any time after receiving your order to accept or decline your order for any reason or limit quantity. If we cancel an order after payment but before delivery of the goods, we will refund the amount paid. We may require additional information prior to accepting or processing any order.
5. The description of the goods and/or services, their price, goods and services tax, and delivery costs will be stated on our order confirmation.
6. When an order is placed we may require a deposit to be paid in part payment of the price for the goods and/or services. We may cancel an order or suspend or terminate the supply of goods and services if payment is not made when due.
7. We will make reasonable efforts to complete an order, but time is not of the essence and we are not liable for any loss or damage for late delivery or failure to provide the goods and/or services or any part of them due to any cause whatsoever. If, for any reason, we are unable to supply any goods you have ordered, we reserve the right to supply a substitute product of similar specification and value with your prior written agreement.
8. Unless otherwise agreed in writing, payment is a condition precedent to delivery of the goods.
9. Payment of the price for the goods and/or services must be made by cash, bank cheque, credit card, or by direct credit to our nominated bank account. You will be charged a surcharge for payment by credit card.
10. The title of goods does not pass to you until we have received payment in full for the goods.
11. By accepting payment of any sum after its due date we do not waive our right either to require payments as they fall due or to suspend or end our arrangements.
12. The goods are to be delivered to you at our warehouse.
13. If the goods are to be delivered to your nominated address, the goods will be deemed to be delivered to you upon collection of the goods from our warehouse by your carrier or agent. We will supply a sales order number for your carrier or agent to collect the goods from our warehouse.
14. The risk of loss or damage to goods shall pass to you on delivery. If an order includes installation of goods, the risk of loss or damage to goods shall pass to you on installation of the goods.
15. If goods are delivered to you without payment in full, you must insure the goods against loss or damage until payment has been made to us. If any of the goods are damaged or destroyed after delivery, you must direct the insurer to make payment to us of all insurance money payable in respect of the insurance claim made on the damaged or destroyed goods. You remain liable to pay for the goods notwithstanding any loss, damage or deterioration to the goods which occurs after risk in the goods passes to you.



16. To protect our security interest in the goods until payment, we may choose to register the agreement between us under the *Personal Properties Securities Act 2009*.
17. Unless otherwise agreed in writing, interest will be payable on overdue amounts owed by you at the rate of 15% per annum, calculated on the daily balance outstanding from the date when payment became due until the date of payment.
18. On default of payment, you irrevocably permit us or any person authorised by us in writing, upon reasonable notice, to enter your premises or the premises where the goods are reasonably believed by us to be held on your behalf. You also agree to indemnify and hold us harmless for all reasonable costs and expenses for the recovery of the goods and losses, if any, on their resale.
19. In respect of goods or services that are of a kind that are ordinarily acquired for personal, domestic or household use or consumption, our supply of goods or services come with guarantees that cannot be excluded under the Australian Consumer Law.
20. In respect of goods or services that are not of a kind that are ordinarily acquired for personal, domestic or household use or consumption, our liability for failure to comply with any applicable guarantee under the Australian Consumer Law is, to the extent permitted by law, limited to one or more of the following, at our election:
  - (i) for goods: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and
  - (ii) for services: supplying the services again; or payment of the cost of having the services supplied again.
21. If goods or services do not comply with any applicable guarantee under the Australian Consumer Law you may contact us about the problem. You must provide proof of purchase to us.
22. To the extent permitted by law, all other guarantees, warranties and conditions are excluded.
23. To the extent permitted by law, we will not be liable to you (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit.
24. We may amend these terms and conditions at any time.

For further information or if you have any queries regarding SolarAU's Terms and Conditions, please contact our Head Office directly at [info@solarau.com.au](mailto:info@solarau.com.au) or +617 3505 3030.