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Terms & Conditions of Sale – Solar New England

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1. INTRODUCTION AND GOVERNING LAW

These are the Terms & Conditions of Sale that apply to all purchases from Endless Solar Operations Pty Ltd ("Endless Solar") by any Customer of Endless Solar who is accepted into one of the stages of the Solar New England Program ("Buyer").

These terms and conditions, along with the laws of the applicable States and Territories of Australia, apply to all transactions for the purchase of solar hot water systems from Endless Solar, and associated products ("Products") from Endless Solar. These terms and conditions are the entire agreement between Endless Solar and the Buyer covering the sale of Products.

2. ORDERS AND PRICES

Issuing of a quote and the Buyer's payment of a 10% deposit will constitute an offer to the Buyer to purchase Products and/or services ("Offer"). Acceptance of a quote from Endless Solar by checking it, signing it and returning it is deemed to create an order ("Order"). An Order is deemed by Endless Solar and the Buyer to be acceptance of these Terms and Conditions of Sale.

The prices to be paid by the Buyer for all Products will be Endless Solar's current selling prices as published in Solar New England documentation or contained in a written current quotation provided by Endless Solar, or any other value added services that have been quoted by Endless Solar, or requested by the Buyer..

Endless Solar reserves the right to change its prices from time to time without prior notice to the Buyer. However all Buyers who are purchasing a standard system, as part of one of the stages of the Solar New England Program and who have pre-paid for their system will have their pricing honoured by Endless Solar.

All prices include Australian Goods and Services Tax (GST) at 10%. The GST payable by the Buyer will be shown on the invoice, supplied to the Buyer. Delivery charges to the Buyer's nominated address (if any) will be advised to the Buyer prior to shipment and will be shown on the invoice for the purchase.

Endless Solar will not be responsible for any errors in pricing. Endless Solar will notify the Buyer in the event of any pricing error Endless Solar becomes aware of, and the Buyer will have the opportunity to modify or cancel its Order within 7 days of such notification.

3. STOCK AVAILABILITY

Endless Solar does not guarantee that all Products will be available in stock at all times. Some orders will require stock or components to be manufactured to meet the Buyer's specifications or needs. If there is no stock being held by Endless Solar at the time Endless Solar receives and processes the Buyer's Order, Endless Solar will place the Order into its backorder system and will contact the Buyer to discuss and agree on delivery times.

4. QUOTES ACCEPTANCE AND DELIVERY

All quotes accepted by the Buyer must include: the quantity and description of the Products being purchased, reference to the quotation number, the full street address to which the Product is to be delivered, contact telephone numbers and email address (where applicable), the Buyer's name and current billing address to which invoices and receipt of payment are to be sent and any other information that is requested by Endless Solar. It is the Buyer's responsibility to ensure that all these details are included and are correct.

Endless Solar reserves the right to not proceed in fulfilling a quote:

- Where full payment or the 10% deposit is not made by the Buyer;
- If the Buyer does not pay by direct bank deposit or one of the other payment methods accepted by Endless Solar; or
- Where any provider of finance or credit to the Buyer has not confirmed that finance will be provided in full prior to dispatch of the Product

Endless Solar will contact the Buyer as soon as possible after the Buyer places an Order. If Endless Solar does not accept the Buyer's Order for any reason, it will inform the Buyer.

5. DELIVERY OF PRODUCTS

Endless Solar will advise the Buyer of the likely delivery date(s) for Products ordered. The Buyer acknowledges that Endless Solar may, from time to time, be subject to production, delivery or other unforeseen delays and that certain components will be manufactured to special order.

If no one is available at the delivery address to receive the Products, the Products may be returned to Endless Solar's warehouse. This may lead to additional freight charges being incurred by the Buyer. Endless Solar reserves the right to make partial delivery of any Order. If Buyer's Order has not been delivered within a reasonable time of the Buyer being notified of its dispatch by Endless Solar, the Buyer must contact Endless Solar in a timely manner.

6. PAYMENTS

Once Endless Solar has received confirmations, a signed quote and a 10% deposit as cleared funds, the Products will be ordered by Endless Solar or the Products will be prepared for shipment.

Payment for Products purchased from Endless Solar can be made by direct deposit to Endless Solar's nominated bank account, by cheque or money order.

Title to Products passes to the Buyer when full payment is received in cleared funds by Endless Solar.

If the Buyer fails to make any payments when they are due, Endless Solar reserves the right to cancel an Order, demand return of goods and engage a collections agency to recover the monies. If the Buyer's account is placed with a collections agency, Endless Solar will be entitled to claim all reasonable expenses for collection, including damages and legal fees incurred in connection therewith.

7. CANCELLING AN ORDER

If the Buyer wishes to cancel part of an Order prior to shipment, the Buyer must contact Endless Solar immediately on (02) 9281 5526 to reach agreement on the details of what is possible and what will take place. If the Product(s) has not been dispatched at that time Endless Solar will endeavor to accommodate the Buyer's request. In the event that an Order is cancelled, any and all costs incurred by Endless Solar will be deducted from monies paid or owed by the Buyer.

If a Buyer wishes to cancel an Order after it has been dispatched, the Buyer must contact Endless Solar to discuss the costs that will apply to this. Provided an Order is returned complete, undamaged and unopened in its original condition Endless Solar may apply a refund after deducting all costs including transport, handling, design and preparation. In this event Endless Solar may also apply a cancellation fee.

If any refund becomes due to the Buyer, Endless Solar may deduct from the refund any monies owed by the Buyer to Endless Solar plus any Admin Fees ("Admin Fees" will be 3% of the gross price of the goods plus installation, less GST if the Order is cancelled or 1% of the gross price of the goods plus installation, less GST if the Buyer is in a remote area and fails to create a remote cluster of 5 houses within a 5km radius).

8. FREIGHT METHODS

Endless Solar will arrange delivery of all Products to the Buyer using freight carriers nominated by Endless Solar. As part of Stage 1 of the Solar New England program, delivery/freight costs will be paid for by Endless Solar. The Buyer must ensure that there is suitable access to the delivery site and that an authorized person is at that site to receive, check and sign for the Order at the time of delivery.

By prior agreement, the Buyer can also arrange its own freight, at its own cost, to collect the Products from Endless Solar. In this event, risk in the Products passes to the Buyer at the time of collection. Endless Solar shall not accept liability for any loss or damage incurred during any transport arranged by the Buyer. Endless Solar shall not accept liability for any loss or damage incurred after the delivery has been completed.

9. RENEWABLE ENERGY CERTIFICATES (RECS)

The Buyer acknowledges that RECs are subject to an approval process and the processes and the creation of RECs are regulated by the ORER. Where a Buyer is eligible to receive RECs, the Buyer can elect to appoint Endless Solar's nominated processing bureau to administer the RECs process. The Buyer is responsible for completing all required forms honestly and in full, for providing all authorised signatures and for submitting all forms to Endless Solar. Provided that all required information has been supplied in a timely manner, Endless Solar will arrange to process the forms as part of the batch processing of its nominated RECs agent. Once the RECs have been sold on behalf of the Buyer, the processing bureau will issue a payment to the Buyer, less the applicable administration fee for each form processed.

In the event that the Buyer wishes to create RECs, but not trade them, they should contact Endless Solar to discuss the process.

10. DEAD ON ARRIVAL (DOA)

A Product is deemed to be DOA if it fails to function according to its specifications within 7 days of its purchase date. The time period for calculating DOA commences upon delivery of the Buyer's Order.

If the Buyer believes that a Product or part of a Product is DOA, it must immediately phone Endless Solar on (02) 9281 5526 to report the DOA. If it considers the Product to be DOA, Endless Solar will make arrangements for the return of the Product or part of the Product. Endless Solar will pay the freight cost associated with the return of any Product that is determined by Endless Solar to be DOA, at its discretion, provided that the Buyer uses Endless Solar's nominated freight

carrier. Endless Solar will deliver a replacement Product or components to the Buyer promptly upon receipt of a product that it agrees is DOA. Endless Solar may request that a qualified plumber, hydraulics engineer or other tradesperson inspect the product for faults, workmanship, conformance with OH&S guidelines and correct installation procedures at the cost of the Buyer. Endless Solar may request that digital photos be taken and forwarded to Endless Solar to document any claim.

11. INCORRECT SUPPLY OF ORDER

If due to a warehouse or other error on the part of Endless Solar, the Buyer receives a Product which does not conform to its Order, the Buyer must inform Endless Solar in writing within 2 days of receipt of the Product. Before returning any Product that Endless Solar agrees has been incorrectly supplied, the Buyer must contact Endless Solar to agree on a solution and to obtain return instructions. After returning the original Product to Endless Solar, provided that the returned Product is in new condition with its original packaging unopened, the correct Order or components will be dispatched to the Buyer. **It is the responsibility of the Buyer to confirm that all items purchased have been received.**

12. PRODUCTS DAMAGED IN TRANSIT

Claims for any alleged damage to Products in transit from Endless Solar to the destination specified by the Buyer must be notified to Endless Solar within 24 hours of the Buyer receiving the Product and the consignment note must be marked as "Received Damaged". The Buyer must contact Endless Solar and obtain return instructions. The Buyer must also supply a copy of the consignment note to Endless Solar. Endless Solar may elect to provide replacement or components and in the manner it deems appropriate at its sole discretion. Endless Solar may request that digital photos be taken and forwarded to Endless Solar to document any claim.

13. LIABILITY

Endless Solar shall not be liable for any loss or damage caused by any Product failure, including any incidental, indirect or consequential damage arising out of, or in connection with, or arising from supply of Products, even if such loss or damage is foreseeable.

Endless Solar does not accept liability for any statements, acts or omissions made by any third party promoters, engineers, installers or maintainers or otherwise of the Products. Except for terms implied by applicable legislation, Endless Solar does not offer or agree to any conditions, warranties, guarantees or representations, including but not limited to the quality, description or performance of the Products other than those set out in technical specifications provided by Endless Solar, design drawings produced by Endless Solar and in these Terms and Conditions of Sale.

14. PRODUCT WARRANTIES

The warranties applying to the various components used in Commercial installations will be shown on the Buyer's quote. Any warranty claims shall be lodged with Endless Solar. The Buyer agrees for Endless Solar to provide the Buyer's contact details, and any other information necessary to fulfill any warranty claim with any third party supplier. If the Buyer wishes to make a claim under warranty, a copy of the original invoice/receipt must be provided with that claim. The terms and conditions that apply to warranties for components in a Product will be specified by the manufacturer of that component.

Please refer to the manufacturer's website for their specific warranty conditions.

Before any warranty claim is processed, any suspected faults must be diagnosed at the cost of the Buyer, by a qualified installer/plumber/hydraulic engineer, preferably the original installer/plumber/hydraulic engineer. In some instances additional testing such as water quality, water pressure will be requested at the expense of the Buyer.

15. AMENDMENT OF TERMS AND CONDITIONS

Endless Solar may change these terms and conditions from time to time at its sole discretion.