

Terms & Conditions for Arvio Pty Ltd

1. Conditions of Sale:

To the extent permitted by law these conditions apply to all orders without exception unless otherwise agreed to in writing. The Buyer accepts these conditions by retaining goods. Arvio reserves the right to accept or decline any part of the order and may require any order to be in writing before accepting liability. All conditions and contracts will be subject to the laws of the customer's state. By placing an order for a building, the Buyer agrees to abide by the contractual obligations set out in the building contract. By placing any order, the Buyer agrees to these Terms & Conditions. By placing an order for a solar power system, the Buyer agrees to provide Arvio with all reasonable assistance required to facilitate generation and or payment of STCs (Small Scale Technology Certificates), or any other applicable subsidies to Arvio. The Buyer agrees to facilitate Arvio in any works associated with the project that may be required to become or maintain compliance throughout out any reasonable period of time.

2. Terms of Payment

Payment for goods & services purchased from Arvio will be made on or before delivery as arranged at the time of ordering unless otherwise agreed. Arvio reserves the right to cancel uncompleted contracts or suspend delivery of outstanding goods if full payment is not received by the due date. Minor defects in the goods shall not entitle the Buyer to withhold payment. If the Buyer therefore defaults in payment or breaches any of "These Terms & Conditions" they will be liable for all costs incurred by Arvio to recover the monies owing by the Buyer. All prices are correct at time of publication and are subject to change without notice. Alterations to price will be advised in writing.

3. Title

Where credit terms are offered, title and property of the goods will only pass to the Buyer on completion of payment of the total amount shown on the invoice. Until full payment is received:

- a. Property of the goods remains with Arvio and the Buyer agrees to hold the goods as a bailee for Arvio.
- b. Arvio may at any time terminate any contract relating to the goods and the bailment without notice to the Buyer and may thereupon take possession of the goods.
- c. The Buyer authorises Arvio, by its servants or agents, to enter any premises owned, leased or otherwise occupied by the Buyer to take possession of the goods. The Buyer also authorises Arvio by its servants or agents to use all such reasonable means to obtain possession, and
- d. If the goods are sold by the Buyer, the Buyer acknowledges that sale is as bailee for and as agent on behalf of Arvio. In such a case, the Buyer agrees that Arvio is entitled to trace the property proceeds of resale as against the Buyer and/or any administrator, liquidator, receiver and/or manager of the Buyer's assets.

4. Delivery and Passing Risk

Quoted delivery times and consignment dates are estimates only. Delivery dates may be extended where delays occur due to matters beyond Arvio's or within Arvio's control. Delay of any part of an order will not release the Buyer of its obligation to accept and pay for the remainder of the order or entitle the Buyer to a refund of monies paid.

5. Return of Goods

The Buyer shall not be entitled to return goods except at the discretion of Arvio. Returned goods will only be accepted if written consent is given by Arvio. In the event that goods are returned, the Buyer shall be liable to pay Arvio all agreed damage, freight and other expenses associated with the breach of the agency agreement and bailment.

6. Warranty

Standard regulatory warranty applies to all purchases made by the Buyer. Some exceptions apply where stated in writing below or specifically offered by Arvio in writing at the time of entering into a Purchase arrangement with Arvio. A 25 year manufacturer's performance warranty applies to conventional solar panels (glass panels with a frame). The manufacturer warrants the panels will produce at least 90% of their as new power output for 10 years and at least 80% of their as new power output for 25 years under equivalent solar conditions (unless otherwise stated in manufacturer's literature). In product specific circumstances, this warranty may change according to the manufacturer's warranty statement. A 10 year manufacturer's defects warranty applies to all solar panels (unless otherwise stated in manufacturer's literature). The manufacturer reserves the right to ascertain the output of the solar panel using standard test conditions. Specialised panels such as flexible solar panels or other non-conventional solar panels may have a different manufacturer's warranty which will be noted on the literature relating to the panel. All solar panel inverters have a five year manufacturers' warranty unless otherwise stated on the manufacturer's literature. In addition to any manufacturers' warranty, Arvio warrants all products installed to be free from defective parts and workmanship and to be in good working order for a period of 2 years (unless otherwise extended in writing), commencing from the date of original purchase. Arvio reserves the right to ascertain the type of defect and cause of the failure and will not repair or replace goods if damage is due to:

- a. Accident, negligence, misuse, theft, vandalism, fire, water, damage by walking on or other peril;
- b. Conditions outside the specification or operation of the products including without limitation, electrical power, temperature, humidity or dust;
- c. Any repair, relocation or alteration of a product not performed by Arvio or its authorised service agents;
- d. Any cause other than normal use;
- e. Goods are damaged due to faults in equipment of the Buyer.

Arvio may offer an extended warranty to 5 years on the complete installation where a customer agrees to and pays for regular maintenance calls as offered by Arvio or as requested by the customer. This offer is subject to an

offer being made or negotiated by Arvio and being accepted by the customer or being requested by the customer and accepted by Arvio after the installation. Should a maintenance request not be offered or made and maintenance not completed, then the standard 2 year warranty applies.

7. Batteries

Where batteries form part of the project, the warranty will be as per the battery manufacturer's specification. All care will be taken by Arvio to install and manage the batteries to the manufacturer's specification. Battery life is significantly affected by temperature, operation, usage and system settings. Many of these settings can be selected by the user before and after the installation and commissioning. Arvio only offers the manufacturer's warranty for the batteries where all of the battery manufacturer's conditions are met regardless of any other warranties. In any variation from these conditions whether they be at the customer's discretion or direction, by weather conditions, system operation, usage, system or battery temperature or any other reason without any limitation at all, Arvio cannot and will not extend or honour any warranty for the battery for any reason. Should a shortened life or fault occur from the battery itself below the offered warranty term by the manufacturer, Arvio reserves the right to determine the reason for the fault and provide assistance with support to the manufacturer at its discretion at either no cost or at cost depending on the fault or issue. In some cases, battery warranties may be reduced or battery replacement may be required to resolve a system operational issue. Any costs associated with battery longevity or replacement over time will be at the customer's expense and not be available as a warranty claim for consumers. To be clear, battery warranty claims are only available where there is a manufacturer's defect, not where there is a shortened life due to usage or any other factor. Any defect is to be determined by Arvio at its sole discretion without impediment for any reason. Batteries are a consumable item and should be considered as such.

8. Disclaimers

Information regarding government assistance schemes, feed-in tariffs and other programs is believed to be correct at time of publication, but this information can change quickly. Arvio is not responsible for any inaccuracies, or for any losses caused by third parties, or changes to government assistance schemes, feed-in tariffs or other programs. All projections of future financial performance have been prepared in good faith, but are for illustrative purposes only. Buyers are encouraged to seek their own financial advice with regard to the potential financial returns associated with their systems.

Inclusions

Unless otherwise noted as being included, under normal circumstances, where installation is specifically included as part of the quotation, all installation costs are included in the price provided, unless any items are listed below as exclusions or specifically noted in the quotation.

Exclusions

1. Excavation & backfill
2. Core drilling through concrete
3. The hire of any elevated work platforms required to safely complete the installation
4. Hire of scaffolding
5. Upgrading of the switchboard to meet electrical standards
6. The replacement or reprogramming costs relating to the electrical meter
7. Remote access support
8. Remote access software and upgrades after the day of installation
9. Ongoing maintenance
10. Any other item not reasonably required as part of the installation
11. Costs due to delays caused by third parties, for example where a project cannot be completed because events outside of Arvio's control
12. Return visits to site at the customer's request to alter the way a system operates, where the changes are different to the original installation

Revised as at 09/09/2016