

In accordance with the Renewable Energy Act and Energy Safe Victoria regulations, all Mr Eco installations are conducted by Clean Energy Council accredited installers who are also licensed A-grade electricians.

Please note that unless prior arrangements have been made, we cannot accept cash as a payment method due to OH&S risks.

Mr Eco warrants that it complies with the Clean Energy Council Solar Retailer Code of Conduct.

1. EXPLANATION OF TERMS

Agreement has the meaning given in clause 2.1.

Australian Consumer Law or ACL means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010.

Deposit means the amount specified as the deposit in the Quote.

Cooling Off Period has the meaning given in clause 7.2.

Commencement date means the date this Agreement commences in accordance with clause 2.1.

Installation Warranty means the warranty given by us in relation to our installation services which can be accessed by [clicking here](#) (or visit www.mreco.com.au)

Performance Warranty means the warranty given by us in relation to our system output guarantee which can be accessed by [clicking here](#) (or visit www.mreco.com.au)

Goods and Services means any or all of the products supplied by us or on our behalf and the installation of the Goods respectively.

Purchase Price has the meaning given in clause 3.1. and **Varied**

Purchase Price has the meaning given to it in clauses 3.3, 3.5 and 8.5.

Premises means the site at which the Goods are to be installed.

Privacy Policy means our privacy policy which may be accessed [clicking here](#) (or visit www.mreco.com.au)

Quote means the quote for the Goods and Services provided by us, which incorporates by reference these Terms and Conditions and other documents referred to herein.

Services means any or all the installation services conducted by us or on our behalf.

Mr Eco, we or us means Mr. Eco Pty Ltd ACN 161 105 504 and any of our representatives, associates, officers, employees, agents, subcontractors or related entities.

You means you the purchaser of the Goods and Services and identified in the Quote and includes your legal representative, agent or attorney.

Finance means finance provided by a licensed third-party finance provider in relation to the purchase of the Goods and Services.

Terms and Conditions refers to the terms and conditions set out below, and those incorporated by reference, which apply to each Agreement for the supply of Goods and Services to you.

2. COMMENCEMENT OF AGREEMENT

2.1 This agreement for the supply and purchase of Goods and Services (Agreement) includes the Quote, the Terms and Conditions contained in the Quote and other documents referred to herein and incorporated into this Agreement all of which commence and become effective upon the Commencement Date which is:

- (a) the date you accept the Quote, or
- (b) the date you pay the Deposit for the Goods and Services, whichever is the later.

2.2 Once you have signed the contract, any variations to the system design must be documented and signed off by you prior to installation.

2.3 All documents comprising this agreement and any supporting documents or information prepared by us or required from you can be provided in electronic form. Signatures may be provided in person, electronically or made in verbal form.

2.4 This Agreement may be varied by us in accordance with these Terms and Conditions or by each party by agreement in writing and agreed to by both parties.

2.5 In performing this Agreement, we agree to comply with the Clean Energy Council Solar PV Retailer Code of Conduct.

3. PURCHASE PRICE

3.1 The Purchase Price for the Goods and Services is set out in the Quote (Purchase Price). Unless otherwise expressly stated, the Purchase Price is inclusive of GST.

3.2 The Purchase Price is subject to confirmation following our quality assurance processes and an inspection of your Premises (which inspection may occur on the scheduled installation date) unless it was conducted as part of the sales consultation process.

3.3 If our site inspection is not conducted during the sales consultation process and as a result of a subsequent inspection we need to vary the Purchase Price, we will advise you of the variation and you may either accept the Varied Purchase Price or cancel the Agreement. If you cancel the Agreement clause 7 will apply.

3.4 Where we have advised you of information that is required by us and you fail to provide it within the time limit required by us, we may in our absolute discretion and at your expense send an accredited installer to your Premises prior to the scheduled installation date to carry out an inspection and obtain the required information. The non-refundable fee for the inspection is \$140, which will be payable by you on the day of the inspection. This fee is not included in the Purchase Price.

3.5 If we determine that specialist equipment (such as a cherry picker or scissor lift) is required for us to perform the Services we will advise you of the additional costs and the resulting Varied Purchase Price. You may either accept the Varied Purchase Price or cancel the Agreement. If you cancel the Agreement clause 7 will apply.

4. WORKS NOT FORMING PART OF THE AGREEMENT

- 4.1 Unless otherwise explicitly stated, electricity meter changeovers, meter board upgrades and trenching works associated with the Goods and Services do not form part of this Agreement. These services will not be performed by us. You will directly engage and be separately billed for these services by the responsible third party service provider.
- 4.2 Switchboard upgrades do not form part of this Agreement. You may either arrange for a third party to perform this service or you may ask us to perform this service for you. When performed by a third party You will directly engage and be billed separately for this service by the third party service provider. When performed by us, you will be required to pay a separate fee for this service. This fee is not included in the Purchase Price.
- 4.3 If the existing electrical and structural infrastructure at the Premises with which we will come into contact when providing the Services do not comply with all relevant legal requirements (including all relevant codes and regulations, certifications and permits) you may be required to repair, replace or improve, at your own expense, those parts that are non-compliant prior to the installation of the Goods.
- 4.4 Your obligation to pay the Purchase Price is not affected by any delay by a third party in performing any service or works referred to in this clause 4.
- 4.5 For tile roofs, you agree to supply spare/replacement tiles.
- 4.6 Unless otherwise explicitly stated, you accept and agree that
 - Mr Eco is not responsible for installation, configuration or troubleshooting of inverter manufacturer supplied monitoring solutions.
 - inverter manufacturer supplied monitoring requires an Internet connection supplied by you which Mr Eco has no responsibility for.
 - should you require Mr Eco assistance with inverter manufacturer monitoring solutions, this is charged at time and materials with no guarantees provided.

Note: Mr Eco offers a subscription based third-party monitoring solution at additional cost which includes Mr Eco monitoring of your system.

5. PAYMENT OF THE PURCHASE PRICE

- 5.1 Subject to clause 5.6, you are required and agree to pay the Purchase Price as follows:
- (a) the amount of the Deposit (if any) upon acceptance of the Quote; and
 - (b) the balance (being the Purchase Price or the Varied Purchase Price less the Deposit) in full on or before the day of installation.
- 5.2 Where you have elected to pay the balance of the Purchase Price using a credit card you authorise us to charge your credit card for the full Purchase Price or the Varied Purchase Price as the case may be.
- 5.3 Unless specified otherwise in your Quote, all credit card payments will incur a 1.75% surcharge.
- 5.4 If you fail to pay the Purchase Price or the Varied Purchase when due, or if any payment made by you is not honored, you agree to pay on demand any costs, expenses or losses which have been, or are likely to be, incurred by us as a result, including costs associated with the collection of any outstanding amounts (including the costs of any debt collection agency) and any cheque dishonor fees.
- 5.5 If you fail to pay the Purchase Price or Varied Purchase Price or any costs incurred under clause 6.3 when due you acknowledge and agree that we may (without prejudice to any other rights or remedies that we may have):
- (a) charge interest on the overdue amount at a rate equal to the rate specified in the Penalty Interest Rates Act 1983 (Vic) plus 2% which will be calculated on a day by day basis from the date the amount was due until the date the overdue amount is paid in full;
 - (b) lodge a default on your credit history file;
 - (c) engage a debt collection agency to pursue the outstanding debt on our behalf, as well as any other costs, expenses or losses incurred by us as a result of your failure to pay (including the costs of the debt collection agency); and/or
 - (d) commence legal proceedings in order to recover any debt owed by you and our fees and expenses in bringing legal proceedings against you, including administration and legal fees on a solicitor/client basis.
- 5.6 If you apply for Finance, you acknowledge and agree that:
- (a) all information you provide in relation to your application is true and accurate and may be relied upon in offering you Finance; and
 - (b) if for any reason you do not enter into a legally binding agreement with a finance provider or if for any reason any such agreement is cancelled or otherwise not proceeded with or is brought to an end then:
 - (i) you remain liable to pay to Mr Eco the full cost of any Goods and Services to the extent they have been provided; and
 - (ii) this Agreement and its terms and conditions will continue to apply.

6. INSTALLATION

- 6.1 We will endeavour to install the Goods at the Premises within 4 to 6 weeks after approval to connect the Goods to the electricity network has been communicated to us by the third party responsible for issuing such approval. We will advise you if for any reason we will be unable to meet this timeframe.
- 6.2 We will make every attempt to install the Goods in the optimum position at the Premises. The Purchase Price includes connection of the Goods to a switchboard which is in the building onto which the Goods are to be installed. You or your representative must be at the Premises on the scheduled installation date to give us clear directions for the positioning of the Goods and to resolve any issues that might arise.
- 6.3 If you or your representative is not at the Premises on the scheduled installation date then we may, in our absolute discretion:
- (a) perform the Services, using our reasonable judgement and experience in determining where to position the Goods. In such circumstances you will not have any claim against us in relation to how we have positioned the Goods at the Premises; or
 - (b) arrange with you to have the Services performed on a different date, in which case all reasonable amounts incurred by us in preparing for the original scheduled installation date will be due and payable by you to us. If you have provided your credit card details to us, you authorise us to charge these amounts to your credit card; or

- (c) cancel the Agreement, in which case clause 7.5 will apply.
 - (d) if we are required to return to site to fulfil any uncompleted part of the Services, you agree to pay a fee of \$85 per hour for us to return to site.
- 6.4 Ongoing maintenance and measuring post installation performance in terms of energy output varies with the system purchased and is more fully explained in handover documentation provided to you following installation of your system.

7. CANCELLATION & REFUND

- 7.1 Either party may cancel this Agreement if the other party materially breaches the terms of the Agreement.

Refund Principles

Subject to this clause 7, we will provide you with a full refund upon request when:

- (a) the final system design is significantly different from the site specific full system design forming part of the Quote and has not been signed off by you;
- (b) the site-specific full system design and performance estimate:
 - (i) is not provided before the expiry of any cooling-off period; and
 - (ii) you do not consent to this information upon receiving it;
- (c) the estimated delivery timeframe for installation completion that was agreed upon at Commencement Date is not honoured, for reasons reasonably within our control, and you do not consent to a revised timeframe;
- (d) where we, acting on your behalf, do not obtain grid connection approval prior to installation, and you do not receive approval from the distributor to connect a system; and
- (e) you do not consent to pay the cost of extra chargeable work not specified or anticipated in this Agreement
- (f) works already completed in preparation such as but not limited to for example a switchboard upgrade, will not be subject to a refund

Fees expressed as non-refundable in this Agreement shall not be subject to refund.

Cancellation by you

- 7.2 You may cancel this Agreement without reason by notifying us within 10 business days from the Commencement Date (Cooling Off Period). If you cancel this Agreement during the Cooling Off Period, we will refund in full all amounts paid by you up to and including the date of cancellation.
- 7.3 You may also cancel this Agreement in accordance with clause 3.3 or clause 3.5.
- 7.4 If you cancel this Agreement by notice in writing
- (a) more than 5 business days before the scheduled installation date, we will refund in full all amounts paid by you up to and including the date of cancellation other than a \$250 non-refundable cancellation fee which will be due and payable by you to us. We may, in our absolute discretion, withhold the \$250 cancellation fee from your refund or, if you have provided your credit card details to us, you authorise us to charge this cancellation fee to your credit card;
 - (b) 5 business days or less before the scheduled installation date, subject to sub-clause (c), we will refund in full all amounts paid by you up to and including the date of cancellation other than a \$500 non-refundable cancellation fee which will be due and payable by you to us. We may, in our absolute discretion, withhold the \$500 cancellation fee from your refund or, if you have provided your credit card details to us, you authorise us to charge this fee to your credit card;
 - (c) within 48 hours of your scheduled installation date all reasonable amounts incurred by us in preparing for your installation will be due and payable by you to us. We may, in our absolute discretion, withhold these amounts from any amounts paid by you to us up to the time of cancellation or, if you have provided your credit card details to us, you authorise us to charge these amounts to your credit card.
- 7.5 If you choose to cancel this Agreement pursuant to clauses 7.2 to 7.4, you must notify us of your decision to cancel this Agreement before the Goods have been installed for the cancellation to take effect.

7.6 We will refund any amounts due to you in accordance with this clause 7 within 30 days of the date of cancellation.

Cancellation by us

7.7 We may cancel this Agreement if we are of the opinion that, due to conditions at the Premises, we cannot perform the Services safely or we cannot perform them for the Purchase Price or the Varied Purchase Price. If cancellation resulted from you not providing information required under clause 3.4 where had you done so we could have adequately determined the conditions at the Premises and the resulting Purchase Price, we will refund in full all amounts paid by you up to and including the date of cancellation other than a \$500 non-refundable cancellation fee will be due and payable by you to us. We may, in our absolute discretion, withhold the \$500 cancellation fee from your refund or, if you have provided your credit card details to us, you authorise us to charge this cancellation fee to your credit card.

7.8 We may cancel the Agreement in accordance with clause 6.3(c) if you or your representative is not at the Premises on the scheduled installation date. If we cancel the Agreement in these circumstances all reasonable amounts incurred by us in preparing for your installation will be due and payable by you to us. We may, in our absolute discretion, withhold the total of these amounts from your refund or, if you have provided your credit card details to us, you authorise us to charge the total of these amounts to your credit card.

7.9 We may cancel the Agreement if, through no fault of ours, you are unable or unwilling to proceed with the installation of the Goods for a period of more than 3 months after the Commencement Date unless that period has been extended by mutual agreement. If we cancel this Agreement in these circumstances, we will refund in full all amounts paid by you up to and including the date of cancellation other than a \$250 non-refundable cancellation fee will be due and payable by you to us. We may, in our absolute discretion, withhold the \$250 cancellation fee from your refund or, if you have provided your credit card details to us, you authorise us to charge this cancellation fee to your credit card.

8. FEED IN TARIFFS, GOVERNMENT REBATES AND STCS

8.1 You may be entitled to receive a feed in tariff from your electricity retailer in relation to electricity produced by the Goods which is fed back into the electricity network. No warranty is given by us on your entitlement to receive any such feed in tariff. We strongly recommend that you personally contact your electricity retailer for advice about the exact feed in tariffs that might apply to your situation.

8.2 You may be entitled to receive a grant, rebate or other benefit from a government or to create Small-scale Technology Certificates (STCs) as a result of the purchase and installation of the Goods. No warranty is given by us on your entitlement to receive any such grant or other benefit.

8.3 If the Purchase Price reflects any potential grant or other moneys to be received by us, it will be represented as a point of sale discount. The Purchase Price is subject to receipt by us of each of those discount/s.

- (a) should you be entitled to create STCs, you will assign that entitlement to us; and
- (b) should you be entitled to any grant, rebate or other benefit, you authorise us to apply for that grant, rebate or other benefit in your name and to receive any related payments on your behalf.

8.4 You agree to take whatever action we may reasonably require to successfully create any STC or receive any applicable grant, rebate or other benefit which has been incorporated in any point of sale discount to the Purchase Price.

8.5 We will use our reasonable endeavors to assist you in the procedure required by clause 8.4. However, if for any reason outside our control:

- (a) you have not received the payment of any grant, rebate or benefit incorporated in the Purchase Price; or
- (b) we are not able to create the number of STCs anticipated in the Quote,

the applicable point of sale discount will not apply and the Purchase Price will be varied by the addition of the amount of any unobtained discount. You will be notified of any payment required and you agree to pay us that amount within 7 days of that notification. If you have provided your

credit card details to us, you authorise us to charge the amount of any unobtained point of sale discount to your credit card.

8.6 You acknowledge that a government may, at any time, make legislative or regulatory changes which may affect your eligibility for, or entitlement to, any incentives, subsidies, grants, rebates, STCs or other benefits. We will not be responsible or liable to you for any loss or damage suffered by you in any context whatsoever arising out of this Agreement and resulting from a change in such legislation or regulation.

9 WARRANTIES

9.1 Warranties

(a) Goods manufactured by us are subject to the warranties set out in our Warranty and Guarantee Policy provided or made available to you at the time of installation and accessible at www.mreco.com.au;

(b) Goods manufactured by other parties may come with a guarantee or warranty from the manufacturer. Any such guarantees or warranties will be set out:

- (i) in the documentation provided or made available to you at the time of installation; or
- (ii) at our website available at www.mreco.com.au

9.2 Transferability of Goods warranties

Goods warranties can only be transferred by the original purchaser of the applicable Goods where this is allowed by the manufacturer under the terms of their warranty.

9.3 Transferability of the Installation Warranty

The Installation Warranty is transferable by the original purchaser of the Services to any subsequent purchaser of the Premises at which the Services were undertaken by Mr Eco.

9.4 We will follow our procedures with respect to guarantees and warranties which are set out in our Warranty and Guarantee Policy which is incorporated into this Agreement and can be located at www.mreco.com.au. Your rights under Australian Consumer law are also detailed in our Warranty and Guarantee Policy.

9.4 Service calls

You will not be charged for service calls for problems covered under warranty including under the provisions of Australian Consumer Law. We will carry out service calls on the following conditions:

- (a) you must give us 2 business days' minimum notice of any non-emergency service call after which we will arrange a time and date for a service call;
- (b) service calls will generally be carried out during normal working hours only (9.30am — 4.00pm Monday to Friday);
- (c) a minimum service charge at our then current labour rates plus the cost of all parts and all travel and transport costs is payable for all service calls. For service calls after hours, a charge of not less than 4 hours applies due to our obligations under the Fair Work Act. Our current labour rate is \$85 per hour plus GST. We will advise the current labour rate on request;
- (d) Charges under clause 9.(c) will not be payable for a problem with the Goods and Services which is covered by a warranty or a consumer guarantee under the ACL;
- (e) The service charges referred to in clause 9.4(c) are payable in all other circumstances.

10 SUBSTITUTION POLICY

If, for any reason, we are unable to supply any items you have ordered, we will offer you an alternative product of similar specification and value. Items will not be substituted without your agreement.

11. WARRANTIES AND ACKNOWLEDGEMENTS BY YOU

11.1 You warrant that:

- (a) you have read and understood the Quote and these Terms and Conditions;
- (b) all information you have provided to us is true, accurate and complete and you acknowledge that we have relied on that information in providing the Quote and in supplying the Goods and Services;
- (c) you have obtained all necessary approvals or permits from relevant authority(s) in relation to the installation of the Goods and the performance of the Services at the Premises;

- (d) you have read and accept our Data Disclaimer (which can be accessed here www.mreco.com.au)
- (e) that you will be 18 years old or over prior to purchasing the Goods

11.2 You acknowledge that:

- (a) You require approval from your distributor to connect a solar system to the electricity grid prior to installation and that you may authorise us to seek approval on your behalf.
- (b) it is your responsibility to determine what approvals or permits are required from relevant authority(s) in relation to the installation of the Goods and the performance of the Services at the Premises;
- (c) the actual performance of the Goods will be affected by post installation actions of third parties (e.g. the installation of a TV antenna, new buildings, roof top air conditioner). You acknowledge your responsibility to maintain panel cleanliness and surrounding flora;
- (d) all descriptive specifications, illustrations, drawings and data dimensions provided by us to you, or otherwise contained in our fact sheets, price lists and other advertising material, are approximate only;
- (e) your actual savings are affected by the timing and quantum of your use of electricity, the tariff structure imposed by retailers and that Mr Eco is not responsible for these factors.
- (f) your electricity contract/tariff may change following installation of solar and that you should contact your electricity retailer:
 - (i) before signing this Agreement, to check what new electricity tariff rates may be applied, and
 - (ii) after installation of the solar PV system, to confirm that the agreed tariff has been applied.

12. RISK AND OWNERSHIP OF GOODS

- 12.1 Risk of loss or damage to the Goods will pass to you upon installation of the Goods at the Premises or when you otherwise take possession of the Goods.
- 12.2 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.
- 12.3 Ownership of, and title to, the Goods passes to you only upon payment in full by you or on your behalf of the Purchase Price or the Varied Purchase price and any other amounts owed by you.
- 12.4 Until payment in full by you of the Purchase Price or Varied Purchase Price and any other amounts owed by you:
 - (a) if the Goods are in your possession, you will hold the Goods as our trustee and you must store the Goods so that they are clearly identifiable as our property;
 - (b) we may call for, and recover possession of, the Goods at any time;
 - (c) you grant to us a non-exclusive licence to enter onto the Premises in order to remove the Goods;
 - (d) if you do not comply with our request to remove and deliver the Goods to us, then we may remove and recover the Goods as a licensee and without liability for trespass; and
 - (e) we will not be responsible for any damage reasonably caused in the course of removing the Goods.

13. RIGHT OF ENTRY

You grant us, and others acting in accordance with this Agreement (for example see clause 3.4) a licence to enter the Premises for the purposes of:

- (a) Inspecting the Premises
- (b) installing the Goods;
- (c) inspecting the Goods;
- (d) conducting repairs or maintenance to the Goods;
- (e) removing the Goods and any equipment; and
- (f) any other activities ancillary to, or necessary to facilitate, the above activities.

14. INSOLVENCY

If you become, or resolve or take any steps to be declared, insolvent or bankrupt, or have a receiver, administrator, liquidator, trustee or similar official appointed then:

- (a) you must notify us immediately;
- (b) all amounts outstanding immediately become due and payable; and
- (c) your right to possession of any Goods which have not been paid in full by you ceases and we will be entitled to recover possession of those Goods under clause 13.

15. PERSONAL PROPERTY SECURITIES ACT 2009

- 15.1 For the purposes of this clause 15 "PPSA" means the Personal Property Securities Act 2009 (Cth) and all regulations made under that Act. All references to "sections" in this clause 15 are to sections of that Act.
- 15.2 You acknowledge and agree that:
 - (a) this Agreement constitutes a security agreement for the purposes of PPSA; and
 - (b) by accepting these Terms and Conditions you grant a security interest (by virtue of the retention of title provisions of these Terms and Conditions) to us in all Goods and Services previously supplied to you by us (if any) and all Goods and Services that will be supplied in the future to you by us during the continuation of our relationship
- 15.3 You undertake to:
 - (a) sign any further documents and provide any further information (which information you warrant to be complete, accurate and up to date in all respects) which we may reasonably require to enable registration of a financing statement or a financing change statement on the Personal Property Securities Register established under the PPSA;
 - (b) not register a financing change statement or make an amendment demand in relation to any security interest created by this Agreement without our prior written consent;
 - (c) give us at least 14 days' prior written notice of any proposed changes to your details; and
 - (d) pay all costs incurred by us in registering and maintaining a financing statement (including registering a financing change statement) on the Personal Property Securities Register and/or enforcing or attempting to enforce the security interest created by the Agreement.
- 15.4 You agree that nothing in sections 130 or 143 of the PPSA will apply to this Agreement or the security under this Agreement.
- 15.5 You agree to waive any rights you may have under sections 95, 123, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA.
- 15.6 You agree that immediately on request by us you will procure from any person considered by us to be relevant to our security position such agreement and waivers as we may at any time reasonably require.

16. PRIVACY POLICY

- 16.1 We view protection of users' privacy as a very important community principle and we clearly understand that your information is one of our most important assets. Therefore, we only use your information as described in our Privacy Policy.
- 16.2 You acknowledge that the Privacy Policy forms part of, and is incorporated into, these Terms and Conditions and acceptance of these Terms and Conditions is acceptance of the Privacy Policy.
- 16.3 If you object to your information being transferred or used in the way set out in the Privacy Policy, which is available at www.mreco.com.au please do not purchase our Goods and/or Services.

17. COMPLAINT PROCEDURE

- 17.1 Contact us first (generally by phone or email) if you have a complaint about the Equipment, its installation or the functioning of your solar system. We will deal with your complaint in accordance with our Complaints Handling Policy which complies with all applicable codes of conduct and Australian standards.
- 17.2 If you are unsatisfied with our response you may refer your complaint to Consumer Affairs Victoria by calling 1300 558 181

18. LAWS AND WAIVER

- 18.1 The Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria.
- 18.2 The parties agree to submit to the exclusive jurisdiction of the courts of the State of Victoria.
- 18.3 If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable it may be severed and the remaining terms or parts will continue in full force and effect.
- 18.4 Any failure of a party to exercise or enforce any provisions of, or any rights it may have under, the Agreement shall not constitute a waiver of such right or provision unless such waiver is acknowledged and agreed to by the other party in writing.