

ECL 84587 | CEC A0364957 | ABN 21 623 690 540 | ARC AU42698



## Logic Solar Contract Terms & Conditions

Version NC3.4 - 01/03/2023

***The document herein refers to Logic Energy Group Pty Ltd - ABN : 21 623 690 540 and Logic Solar Pty Ltd - ABN : 53 658 432 458 – including company Directors, and all employees and representatives acting on their behalf.***

The following terms & conditions relate to this project. The offer is based on the information provided at the date of quotation.

We reserve the right to renegotiate the order in the event actual requirements on site differ significantly from our original offer.

Invoices issued in accordance with the provision of the building and construction industry security of payment act (1999) invoices notice of payment and all provisions of this agreement are made subject to the provisions contained in this legislation.

Payment of deposit or digital acceptance of our quote is considered as your acknowledgement and acceptance of the Terms & Conditions outlined in this document.

### Solar Retailer Code of Conduct

Logic Energy Group Pty Ltd has made a commitment to demonstrate industry best practice in the way we conduct all aspects of our business.

The Clean Energy Council (CEC) “Solar Retailer - Code of Conduct” is a way for solar businesses to show their commitment to responsible sales and marketing activities and solar industry best practice.

The Code of Conduct is a voluntary scheme for Solar retail businesses. it aims to lift the bar higher than the minimum requirements set by the government and regulations and bring about a better standard of service within the solar industry. It is also the only solar industry code of conduct authorised by the Australian Competition and Consumer Commission (ACCC).

The Clean Energy Council manages the Code of Conduct, and ensures that the signatories comply with its strict regulations at all times.

### Commencement

Logic Energy Group can commence works on site once acceptance of quote and payment of deposit in full has been received, or written approval has been received from your Lender.

## Site Allowances

We have made no allowances in our price for any unforeseen site allowances or any separate rates or conditions applicable to this site unless noted otherwise.

## Returns

Cancelled orders: Items and/or services ordered and signed off on will incur a 20% re-stocking fee.

## Construction Program

Any reference to program shall be deemed to mean an “agreed” program or software.

## CAD

No allowance in this tender has been made to purchase CAD drawings. All design drawings are to be supplied Logic Energy Group in DWG format so we can prepare our shop drawings. All quotes provided during the project building process are subject to site assessment.

## Retention

If applicable, then these will be in the form of Bank guarantees (2 x 2.5%).

## Liquidated Damages

If applicable, shall not exceed 5% of the contract value accumulated at 0.5% per week.

## Rock Clause

If excluded, this quotation does not cover the removal of rock found during the course of excavation.

“Rock” shall mean shale, concrete, masonry or any other material, which would normally have to be loosened by mechanical means i.e. by hand, blasting etc.

Repair and or replacement of unidentified underground services damaged during excavation will not be to our account.

## Asbestos / Hazardous Substances

The tender price is based on the assumption the works can be carried out in a hazardous free environment. Removal shall not be to our account unless this has been agreed at time of quoting.

## Variation works

No variation works shall proceed without written instruction (including the value). If we identify additional works that fall outside of the quoted scope of works at the time of installation, we will not proceed with those works until a quote for the additional works has been provided to you and accepted.

## Validity of price

Pricing is subject to rise and fall and is valid for 30 calendar days, after which it is subject to confirmation before acceptance. The quote is subject to a full site assessment. New Build quotes are subject to the Terms & Conditions as noted on Pages 12-13.

## Finance and Payment Terms

Payments made by credit card incur a Square processing fee of 1.6% for physical credit card transactions, or 2.2% for over the phone (remote) transactions, which will be passed on in full to the consumer. We do not accept AMEX credit cards as a method of payment.

## Finance Referrals & Payment Terms

If you require a payment plan we can provide this via Community First Credit Union or Brighte Finance - however Logic Solar take no responsibility for the agreement – this is between yourself and the provider, and subject to their lending policy and criteria.

The finance arrangement is on a referral basis only.

Solar works cannot commence until approval has been received from your Lender (in writing).

If self-funding the purchase of your new solar system, Logic Solar require a 20% deposit paid within 7 days upon acceptance of the quote to cover cost of purchasing your products – and is to be received a minimum of 48 hours prior to installation. New Build projects have a different payment schedule - please see Pages 12-13 for terms and conditions.

The balance of our invoice is to be paid in full on the day of completion of installation of the solar inverter - regardless of whether works have been finalised (when handover of solar products occurs).

Please refer to Pages 10-11 for full Terms and conditions in relation to properties being built at time of install.

If you have taken on a payment plan option, Logic Solar require a job completion form to be signed on the day of completion of our works, meaning the day the initial commissioning/testing of your solar inverter installation.

Once this has been signed, your final paperwork will be lodged with Energex or Ergon as per the above process.

Should your installation have minor issues, such as monitoring, Wi-Fi connection issues, broken / cracked tiles or other damages incurred to your property by Logic Energy Group employees, you are entitled to withhold a maximum of 10% of the final payment until the issue is repaired or fixed.

Failure to make payment within 7 days of your solar system being installed can incur further charges (i.e. interest) and if not paid within 14 days will be referred to a debt collection at your expense.

All materials remain the property of Logic Energy Group Pty Ltd until all goods and services are paid in full.

## Solar Export Meter Installation, upgrade or reconfiguration

Part of your solar installation includes the installation of a digital Type 4 solar meter in your meterbox. This work is not carried out by Logic Solar, it is carried out by licenced electricians that are approved to install metering equipment on behalf of Energex / Ergon Energy.

The Energex / Ergon Energy EWR application process, and all Solar Export Meter installation works (both initial installations and upgrades) are handled by **Essential Network Solutions (ESN)** - ABN # 61 646 479 772, Electrical Contractors Licence QLD: 87779.

As part of this process, you will receive updates via SMS and/or email from ESN on behalf of Logic Energy Group Pty Ltd, Energex / Ergon Energy in relation to your Solar Meter installation.

The application to Energex / Ergon Energy is known as an Electronic Work Request (EWR). Your meter changes will not take place until this is lodged, so please respond to communications from Essential Network Solutions promptly where requested - so that no delays occur. You will receive an update from Energex/Ergon Energy once this application has been lodged.

If you are considering changing electricity retailers, we do not suggest making this change until after your solar system is installed and solar meter has been installed / upgraded or reconfigured, as this may result in delays.

ESN will arrange with your metering provider – Energex / Ergon Energy - to install a new Smart Meter for exportation to the grid, for which you will then be credited by your Electricity Retailer at an agreed rate. This is known as a “Feed in Tariff” or FiT.

The EWR reference number will be provided to you via email / SMS once lodged by ESN.

20-40 days after submission of all documents, you should receive confirmation from your electricity retailer that the meter is now configured and solar ready. This means as well as using solar power in your house during the day, you will also be able to export any unused power back to the grid for credits on your bill.

For any enquiries in relation to your Solar Export Meter, please contact Essential Network Services on 1300 903 850 or via email: [enquiries@ensenergy.com.au](mailto:enquiries@ensenergy.com.au)

### Please Note:

Logic Solar has no control over the Metering process and will not be held liable for any delays, payment also cannot be held back whilst waiting for this process to finalise.

Failure to make payment may result in your outstanding debt being sent to a collection agency for collection.

Please let our admin team know if you have not been contacted by Essential Network Solutions to arrange the export meter works, so that we can follow up. Delays in this process may result in a delay in receiving export credits off your energy bill.

Logic Solar will do its best as always by its customers and assist as much as possible as need be, however, all power companies have stated this is to be an easy and hassle-free process for their customers.

### Unforeseen Issues

Logic Energy Group are not liable for repair and or replacement of unidentified underground services damaged during any excavation.

Replacement components may vary in size to original. No allowance is made for any touch-up/painting works, patching works to interior or exterior.

All tradespeople and labourers working on behalf of or for Logic Solar have extensive training and take the utmost care with your property, and work with the goal of leaving your property in a clean and well maintained condition, however on occasion the breaking of roof tiles is unavoidable.

Where no spare tiles are available, we will temporarily repair any damaged tiles and relocate damaged tiles to a section of the roof where the tiles are easily accessed. Logic Solar will not be liable for additional site visits to replace tiles where spare tiles were not provided at the time works / installation were undertaken.

## Monitoring and Wi-Fi Setup

Most solar systems installed by Logic Solar have a monitoring component, if you would like our installation team to complete the initial installation / setup of your inverter to your home Wi-Fi, your WLAN signal will need to be strong enough at the inverter location and this will need to be checked by you prior to installation.

In some cases a Wi-Fi extender may be needed, if this is the case you will be required to supply the Wi-Fi extender at your expense.

If you have a complicated home network, including a home server, expert IT assistance may be required to complete setup, this will be at your expense.

Return visits to connect or reconnect your inverter / monitoring device to your Wi-Fi after the day of completion of works (commissioning of inverter) will incur a callout fee of \$99 including GST.

Many modern Battery systems now require mandatory wi-fi connection in order to warrant the battery system. This is due to the requirement for back-to-base monitoring – which allows the Battery Manufacturer to receive Warnings and Alerts if the Battery is not operating correctly.

If you are having a Battery installed, we will require a Wi-fi connection to complete commissioning of your Battery.

It is your responsibility to maintain your Wi-fi to ensure Battery is able to be monitored remotely by Logic Energy Group and the Manufacturer.

If you are unable to reconnect your Battery to your Wi-fi following a connection outage, a call out fee of \$198 will apply (plus travel fees for areas outside the Sunshine Coast).

## Maintaining Your Solar System

Logic Solar recommend cleaning your solar panels every 18-24 months.

Having your solar system professionally cleaned is not mandatory, however if you were to have panel failure, most manufacturers want to see that the system has been checked and cleaned regularly.

Logic Solar cleaning and maintenance service is charged out at \$11 incl. GST per panel (with a minimum charge of \$165 including GST) plus a travel fee for areas outside of Sunshine Coast & Rockhampton.

This fee is calculated based on distance travelled. These prices are subject to change.

During this check we will make sure that the system is not only operational, but safe and performing at the standard required, we can also determine early points of failure and perform preventative maintenance if required.

Your solar panels harness the sun's energy to create Direct Current (DC) power, which is then sent to the inverter to be converted to Alternating Current (AC) power for use in your home. As such, your solar equipment can be dangerous if not handled properly.

If your system disconnects from the Wi-Fi, is displaying an error, or needs to be shut down in the case of an emergency or fire – we recommend using the correct shut down procedure to avoid damage to your system components.

Modern systems are required to display the shutdown procedure on the front of the inverter, however we have a shutdown procedure guide on our website:

<https://www.logicsolar.com.au/logic-solar-emergency-solar-shut-down-procedure>

## Performance Guarantee

At Logic Solar we can only guarantee the production or output of your solar system, the below table shows the annualised expected daily production numbers achievable from your solar system if on a perfectly north facing roof, however all systems will have orientation and possible shading loss.

Your System Production average is expected to be as per the below table less loss, from shading, orientation and standard system degradation.

We recommend regular inspection of any trees surrounding your property, and pruning as necessary to ensure panels are not effected by shading, as shading of your solar panels will effect your system output and may effect the lifespan of your solar panels.

CITY	1 Kw	2Kw	3Kw	4Kw	5Kw	6Kw
Sydney	3.9	7.8	11.7	15.6	19.5	23.40
Brisbane	4.2	8.4	12.6	16.8	21	25.2
Cairns	4.2	10.5	12.6	16.8	21	25.2

## Warranty

Logic Solar provides a ten (10) year installation and performance warranty, meaning Logic Solar guarantees the products, operation and performance of your system for this time. This warranty exists in addition to manufacturer's product warranties.

The Logic Solar warranty exists over and above the stringent guidelines which are applied under Australian Consumer Law. Your warranty will be broken down into different sections below to cover the different parts and services performed when installing a solar system on your home or commercial premises.

Where possible, we will register your inverter and solar panel warranties – however it is your responsibility as the product owner to ensure this warranty registration has been completed and received by way of a manufacturer's warranty certificate.

Please do not remove any stickers bearing product information, QR codes, or serial numbers from your inverter, solar panels or any other solar equipment. This information is often required for warranty claims and/or maintenance work.

If your sticker does come loose, please photograph or store the sticker with your owners manual.

## Workmanship Warranty

Logic Solar provide a 10 year workmanship warranty on all solar system installations. This means installation of a total solar system – comprising of solar panels, inverters, racking, switch gear, cabling and all other componentry.

## Electrical Work

For Electrical Installations this certifies that the electrical installation and equipment, has been tested and complies with Australian & New Zealand Standard AS/NZS 3000: 2018 Electrical Installations (known as the Australian/New Zealand Wiring Rules) to ensure that it is electrically safe and the work complies with S227 of the Electrical Safety Regulation 2013. For Electrical Equipment this certifies that the electrical equipment, to the extent it is affected by the electrical work is electrically safe. A Certificate of Compliance will be given to the home owner on completion of the works.

## Inverter Warranty

Logic Solar Warrants all new Inverters installed under our retailer warranty for a period of 10 years. Manufacturer's warranty periods vary from inverter to inverter, however Logic Solar has worked hard to partner with reputable and sustainable manufacturers who stand behind their products.

Inverter manufacturers warranties vary depending on brand, and often exceed 5 Years. This will be listed on your itemised quote. If your inverter fails within the first 5 years, Logic Solar will provide the labour component of the replacement free of charge.

The inverter replacement itself will fall under manufacturer guidelines and repair or replacement is at the discretion of the manufacturer as is their response time lines.

As such, Logic Solar will not be held liable for any loss of production or savings due to inverter failure or under performance resulting from manufacturers product failure.

## Solar Panel Warranties

Logic Solar Warrants all new solar panels Installed under our retailer warranty for a period of 10 years. Performance Warranty - Most solar panel companies will provide a linear warranty which is simply a performance warranty - this is to guarantee the loss due to degradation of the solar panels over time.

Solar panel performance loss should be less than 2.5% in year one, and also should be less than 20% at the end of the 25th year, unless otherwise stipulated on the manufacturers specification sheet for the panel installed on your home.

All panels are warranted to be working at 80% efficiency at the end of year 25.

Structural / Workmanship Warranty - Solar panels also have a warranty which cover the structural component of the solar panel - this covers defects due to faulty workmanship or faulty materials.

Most solar panel manufacturers offer 10 years structural or workmanship warranty, this will be noted on your itemised quote, and again provided on the manufacturers datasheet provided at the completion of your works.

## Racking Warranty

Logic Solar Warrants all new racking and mounting frame work Installed under our retailer warranty for a period of 10 years.

Racking is the aluminum framework Logic Solar use to fix the solar panels to your roof. Due to different roof types, tile, steel, colorbond, tin & klip-lok, we use many different brands, however all brands used by Logic Solar come with a minimum 10-year manufacturer's warranty. You will be provided an engineering certificate for the brand used on your home with your completion documents.

## Battery Warranty

Logic Solar Warrants all new batteries installed under our retailer warranty for a period of 10 years.

Logic Solar only partner with the top manufacturers in the industry, this includes BYD, Tesla & Sonnen. These battery / storage solutions are covered by extensive manufacturer's warranties and are mostly guaranteed to perform for 10 years. For exact specification, please check the manufacturer's website.

## Balance of System Warranty

All components apart from the inverter, solar panel, battery / storage systems and rail come with a minimum 10 year retailers warranty.

## Warranty Exclusions

Only products or services which have been paid for in full will have warranty claims processed by Logic Solar. Logic Solar does not repair or replace products under warranty if any of the following has been deemed to have occurred:

- 1) Exposure to unsuitable environmental conditions, such as lightning, over voltage issues and or hail/storm damage. In these instances we recommend lodging a claim with your Home Insurer.
- 2) Physical damage caused by building movement, tree branches, impact, or any form of abuse, accident, neglect, misuse, submersion or liquid spills to the extent that exceeds any IP rating of the installed products
- 3) Damage caused by electricity surges or fluctuations, static electricity, fire, acts of God or any other external causes
- 4) Unauthorised or unusual / abnormal usage of any component that comprises the solar system.
- 5) Material or workmanship not provided by Logic Solar.
- 6) If Logic Solar determine that persons not employed by Logic Energy Group (or authorised by Logic Solar and its representatives prior to commencement of works) have removed, repaired, replaced, modified, altered or tampered with any components that comprises the Solar system. Failure to comply with this may cause your 10 year installation warranty to become null and void - at our discretion.

## Warranty Response Times

Your rights for reasonable warranty response times follow the same stringent guidelines which are applied under Australian Consumer Law.

While Logic Solar will exercise all reasonable actions to assist in the prompt resolution of all valid warranty claims, warranty response, lodgement and resolution timeframes are subject to factors outside of Logic Solar's control, which



may impact prompt warranty resolution timelines, such as the remoteness of the site, difficulties in obtaining the required information, part availability and the assessment and shipping times of varying manufacturers, and current workloads.

## Warranty Claims & Dispute Resolution

Logic Solar follow the same stringent guidelines which are applied under Australian Standard on Complaints Handling.

If you have a concern about any aspect of your experience with Logic Solar, please call our office on 1300 068 468 during the hours of 7am - 4pm (AEST) or via email: [info@mylogicenergy.com.au](mailto:info@mylogicenergy.com.au) - we will document your complaint and endeavour to respond within 2 business days.

Our first step is to fault find over the phone. If this can't be resolved via this method, we will have an electrician attend the property at a time that suits you.

Feedback on the outcome of complaints will be provided to the consumer within 21 days of receipt.

If you are not happy with the outcome of your complaint, please escalate via email to company Directors [tom@mylogicenergy.com.au](mailto:tom@mylogicenergy.com.au) and/or [leah@mylogicenergy.com.au](mailto:leah@mylogicenergy.com.au)

If your complaint is still not resolved in a reasonable timeframe, you may contact the Office of Fair Trading on 13 74 68 or the Energy Ombudsman on 1300 662 837.

## Cooling Off Period

A 10-business day statutory cooling off period applies to this contract, and during this period you can change your mind and terminate the contract without grounds and without penalty.

## Consumer Refunds

If you are not satisfied with the provided site-specific full system design and performance estimate, you are entitled to a full refund upon request.

Logic Solar aims to have the system fully installed and commissioned within 10 business days once the proposal has been accepted, however in the unlikely event that stock is not available, this time frame may be extended. If the timeframe is not met for reasons reasonably within Logic Solar's control, and you do not agree to a revised timeframe, a full refund can be arranged at your request.

Logic Solar will act on your behalf to obtain approval for grid connection from Energex / Ergon Energy. Should this application not be approved prior to the installation, and you do not receive approval from the distributor to connect a system, a refund will be arranged.

In the event where additional chargeable work is identified prior to commencement that was not specified in the proposal, and the charges cannot be borne by or approved by the consumer, a refund may be arranged at your request.

At Logic Solar we aim to get everything right the first time, however sometimes unforeseeable issues occur and may result in the need to make changes to a roof design or electrical plan either before or on the day of installation.

If this happens, and as a result we need to increase the price of your system - we will not proceed with the installation unless the amendment is agreed to by you. If you do not accept the new price, we will work with you to reach a more cost-effective resolution, however if this is not possible and you choose not to proceed, we will cancel this agreement and a full refund will be arranged.

## Amendments

Any amendments to the Quote, contract or agreement must be signed-off by both parties.

Any variations to the system design will also be documented and signed-off by the property owner prior to installation.

## Next Steps

To proceed with the installation, we require you to confirm your acceptance of this proposal by signing the relevant sections and returning to [sales@logicsolar.com.au](mailto:sales@logicsolar.com.au) or by accepting the digital proposal, and arranging payment of your deposit. The deposit amount is 20% of the purchase price unless approved by the Director.

For New Builds (and / or installations where the job cannot be completed in two visits (being 1: Site Assessment/check measure/rough-in and 2: Installation/Commissioning) a charge of \$99 incl. GST per hour will be applicable.

New Build Payment Schedule (also known as progress payments) and Terms and Conditions are noted on Pages 10 – 11 of this document.

**If NBN is not ready to be connected at time of commissioning, additional charges will apply as above for return visits to connect the inverter and/or battery to your Wi-Fi.**

Once we have received the deposit as cleared funds into our bank account, we will then place order for stock, and submit a Connect application to Energex.

Once we receive order confirmation from the Suppliers and an ETA for the arrival of your products, we will then pencil in the installation at a time that suits you. Firm booking confirmation will be given once all solar products required for your installation have been received by Logic Solar.

The balance of your invoice is due once the solar system has installed. If your system is to be commissioned at a later date due to delays with Energex metering, payment in full must still be made upon installation of the system. We will then return (at no charge) to re-commission the system and finalise your Wi-Fi connection and system monitoring.

**Please make all payments to:**

**Logic Solar Pty Ltd**

**BSB: 014-616 (ANZ Bank Buddina Qld)**

**Account: 645143754**

Please use your invoice or solar proposal (quote) number as the reference when making payments.

Once your deposit is received, we will send you next steps email and pencil in a booking (subject to stock availability and weather permitting).

## Cyber Risk Warning

Please be aware that there is a significant risk posed by cyber fraud, specifically affecting email accounts and bank account details.

Please note that our bank account details will not change during the course of a transaction and we will not notify you of any changes to our bank details via email.

Always independently confirm bank account details and transfer instructions with us in person or via a telephone call to a trusted and verified phone number.

## Important installation Notes

On the day of your installation, you will need to be available to allow our technicians access to your home for installation of cabling in the roof space. They generally arrive around 7am (unless arranged otherwise) and will SMS you when on-route to your property.

You will then need to be available towards the end of your installation – for connection of your Inverter and/or battery to the Wi-Fi : Please ensure your Wi-Fi username and password are made available for our techs.

Please ensure if you are not going to be available at the time of commissioning of your system at the end of the installation, that you have registered for the inverter manufacturers monitoring application, and the username and password, along with your Wi-Fi user name and password are made available for our technicians before you leave – as this cannot be done remotely once they have left.

A return visit for set up will be charged at \$198 including GST for the service call out fee (and covers the first half and hour). If further time is required, it will be an additional charge of \$99 per hour including GST.

Areas outside of the Sunshine Coast are subject to additional charges for travel time at the above rate.

We aim to have the system fully installed and commissioned within 10 business days once the proposal has been accepted, however in the unlikely event that stock is not available, this time frame may be revised.

The day before the scheduled install, we will contact you to confirm the booking (subject to staff availability).

On completion, our technicians will show you how to install and use the Monitoring app, and key information regarding your new system. The power should only need to be disconnected for around 5-10 minutes while the solar system is connected to your home.

## Clean Energy Council (CEC) and Clean Energy Regulator (CER) Compliance

On completion of your installation, you will receive communication via SMS and/or email from Formbay. This communication will arrive to you by way of SMS and/or email after commissioning of your new Solar system, and ensures the installation and system componentry is compliant with the CEC (Clean Energy Council) and CER (Clean Energy Regulator) mandatory guidelines, and that all serial numbers of your new solar system are recorded and verified.

Any links sent to you in this communication expire after 48 hours. Please ensure you have signed off on your installation within this timeframe.

Our Administrator will email you all of the paperwork including compliance certificates, warranty & product information, maintenance schedule, a copy of your final receipt and any other relevant information following your sign off via FormBay.

Please feel free to contact our friendly Logic Solar Sales Team on 1300 068 468 or [sales@logicsolar.com.au](mailto:sales@logicsolar.com.au) if you have any further questions.

Logic Solar – a part of Logic Energy Group Pty Ltd

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[sales@logicsolar.com.au](mailto:sales@logicsolar.com.au)

Maintenance, Repairs, Bookings : 07 5443 5029

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Accounts - Rachel Cran: 07 5475 6983

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