



Terms & Conditions:

When you access the **J.WASSER (“J.WASSER PTY LTD”)** Website, you agree to:

1. Retrieve **J.WASSER (“J.WASSER PTY LTD”)** materials for information only.
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RETAIL PRODUCTS:

When purchasing **J.WASSER (“J.WASSER PTY LTD”)** products you may be referred to our terms & conditions which are updated regularly. *(Terms and conditions are for our **retail product only**, they do not cover a complete system, **for a complete system.**)*

1. General

- 1.1 These terms and conditions of sale apply to the supply of certain products (“Solar Equipment”) and the installation of such Solar Equipment (“Installation Services”) by **J.WASSER (“J.WASSER PTY LTD”)** (“we” or “us”).



1.2 If there is any conflict between these terms and conditions and those which may be included in or implied by a document forming part of any enquiry, specification, quotation, order or contract then these conditions shall prevail to the extent to the extent of such conflict.

2. Purchase Price and Amount Payable

- 2.1 You will pay the Deposit to **J.WASSER (“J.WASSER PTY LTD”)** on or forthwith after Acceptance (unless **J.WASSER (“J.WASSER PTY LTD”)** in its absolute discretion decides to waive payment of the Deposit).
- 2.2 The Deposit is forfeited to **J.WASSER (“J.WASSER PTY LTD”)** if this Agreement is terminated as a result of your default.
- 2.3 The balance of the Amount Payable (less the Deposit) must be paid to **J.WASSER (“J.WASSER PTY LTD”)** on the day of before pick up or delivery of the Solar Equipment. We do not accept payment on delivery.
- 2.4 We accept payment by cash, credit card (surcharge applies) and bank transfer.

3. Pick up or delivery

- 3.1 Once payment is received, we will ship goods or make available for pick up goods as soon as practicable.
- 3.2 While we will endeavour to comply with your requirements in terms of timing and/or your schedule we cannot accept any responsibility for delays in commencement and/or completion and/or commissioning of the Solar Equipment.

4. Installation

- 4.1 We do not offer advice on installation.
- 4.2 Installation of goods must be made by qualified personnel.
- 4.3 Goods can be damaged, or not perform as intended if installed incorrectly or used in an incorrect manner.

5. Failure to Pay

- 5.1 If you fail to pay any amount that is due and payable under this Agreement, interest accrues at the rate applicable to judgment debts in the Supreme Court in the State on the amount outstanding until paid.



5.2 You will also have to pay **J.WASSER (“J.WASSER PTY LTD”)** any costs associated with recovery of the unpaid amount (including, but not limited to legal costs).

6. Warranty

- 6.1 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.
- 6.2 You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.
- 6.3 You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 6.4 You acknowledge that all or a part of the Solar Equipment may be manufactured by a third-party manufacturer.
- 6.5 We do not ensure that Solar Equipment is suitable for its intended purpose we make no warranty or representation in that regard and you release us of any liability in that regard.
- 6.6 We pass on the full manufactures warranty. We warrant all goods or services supplied by us only to the extent that they are warranted by the supplier or manufacturer of them and we able to pass on the benefit of such warranty to the purchaser.

7. No Guarantee of Performance

- 7.1 The performance of the Solar Equipment is subject to a number of variable factors including but not limited to the number of hours of sunlight, cloud cover and weather patterns, the location of the Solar Equipment and the location of surrounding structures and flora.
- 7.2 **J.WASSER (“J.WASSER PTY LTD”)** does not guarantee the performance of any Solar Equipment and accepts no responsibility if the performance of any Solar Equipment is lower than anticipated. This clause does not affect or diminish the manufacture’s warranties in relation to the Solar Equipment.
- 7.3 It is your responsibility to monitor the System. We will not be responsible where you have failed to monitor the System and have failed to notify us of problems.
- 7.4 **J.WASSER (“J.WASSER PTY LTD”)** warrants that:



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- 7.4.1 All materials to be supplied by **J.WASSER (“J.WASSER PTY LTD”)** for use in the work will be good and proper;
 - 7.4.2 It will perform its obligations with reasonable diligence;
 - 7.4.3 It will perform the work in a proper manner to trade standards and in accordance with the plans and specifications set out in this Agreement (if any);
 - 7.4.4 The work will be performed in accordance with all statutory requirements;
 - 7.4.5 To the extent required by the Building Act 1993 (VIC) the work and any materials used in performing the work, will be reasonably fit for the specified purpose made known to **J.WASSER (“J.WASSER PTY LTD”)** or of such a nature and quality that they might reasonably be expected to achieve the specified result made known to **J.WASSER (“J.WASSER PTY LTD”)**.

8. Operation of the Solar Equipment

Any performance figures given by us in relation to the Solar Equipment are based on our general experience and/or the manufacturer’s specifications and are such as we would generally expect to obtain on test. The actual performance of the Solar Equipment can and will be affected by the specific site conditions, the specific method of installation and climatic conditions at the site. We are under no obligation or liability for damages for failure to attain such figures.

9. Ownership and Risk

- 9.1 Ownership of the Solar Equipment on Your property passes to you after you have:
 - a. paid the Amount Payable in full to **J.WASSER (“J.WASSER PTY LTD”)**;
 - and
 - b. completed any documents, or taken any action, **J.WASSER (“J.WASSER PTY LTD”)** requires under this Agreement.
- 9.2 Until that time you hold the Solar Equipment as a fiduciary agent and bailee (and any proceeds of sale as trustee) for **J.WASSER (“J.WASSER PTY LTD”)**.
- 9.3 Risks in respect of the Solar Equipment pass to you when they are picked up, delivered or installed at Your property.
- 9.4 **J.WASSER (“J.WASSER PTY LTD”)** must give title of the Solar Equipment to



you free from all encumbrances and third party interests.

10. Title to goods

We shall retain property in and title to the Solar Equipment until all sums due and owing to us under this agreement have been duly paid by you in full, including assignment of any rebates or point of sale. Until such time:

11. Use of your personal information

You acknowledge and agree that personal data provided may be used and retained by us for the following purposes and for other purposes as shall be agreed between us or as may require by law from time to time:

- a. Provision of goods and/or services;
- b. Marketing of goods and/or services by us, our agents or distributors in relation to the goods and/or services;
- c. Analysing, verifying and/or checking your credit, payment and/or status in relation to the provision of goods and/or services;
- d. Processing of any payment instructions, direct debit facilities and/or credit facilities requested by you; and
- e. Enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the goods and/or services.

12. Indemnity

You must comply with all our instructions in relation to the operation, use, repair and maintenance of the Solar Equipment. Notwithstanding such compliance, to the maximum extent permitted by law, you must indemnify us and keep us so indemnified for and against all claims, expenses and liabilities of whatever nature including without limitation, any claims for death, personal injury, damage to or destruction of property and consequential loss, including loss of profit, which may be made against us or which we may sustain, pay or incur arising out of the manufacturer, sale, supply and installation of the Solar Equipment, unless the same is directly and solely attributable to any negligent act or omission on our part or on the part of our authorised employees or agents.

13. GST



13.1 The Purchase Price includes applicable GST. **J.WASSER (“J.WASSER PTY LTD”)** must give you a Tax Invoice for the Supply.

13.2 Capitalised terms in this clause that are not otherwise defined in this Agreement have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Last updated: 16 May 2018