

## TERMS AND CONDITIONS – COMMERCIAL LIGHTING QUOTE, SALE AND INSTALLATION

### Definitions

- "Product" is the CFL/LED downlight or T8/T5 Adaptor fluorescent tubes products and any other energy efficiency lighting product or service specified in the Quote.
- "GST" is the Goods and Services Tax under the GST Act. (Goods and Services Tax) Act and includes other GST related legislation.
- "Customer" is the customer listed overleaf.
- "Installer" is the licensed contractor undertaking the Installation or their sub-contractors.
- "Contract" means the quote and these Terms and Conditions.
- "Premises" mean the address at which the products will be installed.
- "You" and "Your" means the customer identified in the quote.
- "Price" means the final cost payable by you for the Product and Installation.
- "Quote" means the document specifying the product, the price of the product and the installation cost for the product given to you by Easy Being Green.
  - "Easy Being Green" means Easy Being Green Pty Ltd of Suite 9, 30 Atchison Street, St Leonards NSW 2065. The NSW ESS Accredited Certificate Provider (ACPs) or VEET Accredited Person (AP) ABN 59 120 665 714.
  - "Victorian Energy Efficiency Target (VEET)" means the Victorian Energy Efficiency Target (VEET), a Victorian-based mandatory energy efficiency scheme, introduced by the Victorian government in January 2009. The VEET works by establishing a market for tradable Victorian Energy Efficiency Certificates (VEECs). The certificates are made by APs when energy saving activities are undertaken that improve energy efficiency in a variety of residential, commercial and Industrial settings.
  - "Victorian Energy Efficiency Certificates (VEECs)" means the certificates generated from completed and verified energy savings initiatives under VEET, issued by the Essential Services Commission (ESC) of Victoria.

### 1 Application

**1.1** These Terms and Conditions apply to all contracts for the sale of products and services by Easy Being Green.

**1.2** Unless otherwise agreed in writing by Easy Being Green, these Terms and Conditions override any negotiations or representations.

**1.3** No amendment, alteration, waiver or cancellation of any of these Terms and Conditions is binding on Easy Being Green unless agreed in writing by Easy Being Green.

**1.4** You acknowledge that no employee or agent of Easy Being Green has any right to make any representation, warranty or promise in relation to the Product other than contained in these Terms and Conditions.

**1.5** You acknowledge that the premises have not received funding from State or Federal Governments to undertake energy efficient lighting improvements.

### 2 Price (valid if the product is not offered free)

**2.1** A deposit is required at the time that you sign the Quote; and

**2.2** The balance of the purchase price at or prior to but after the cooling off period, (by the payment methods below) completion of the Installation of the Product.

**2.3** The price will include a point of sale discount equivalent to the value of VEECs determined by Easy Being Green. When you accept this discount (or free offer) you immediately assign to Easy Being Green the right to create Energy Saving Certificates or Victorian Energy Efficiency Certificates generated by the Product installation.

**2.4** Any extra charges due to pre-existing faults or additional work carried out by the installer must be paid by you. It is Easy Being Green's responsibility to inform you regarding any additional charges that may occur during the installation.

### 3 Cooling Off Period

**3.1** A cooling off period of 10 business days applies to this contract, unless a shorter cooling off period is agreed upon by both yourself and Easy Being Green, in relation to product purchasing

**3.2** The cooling off period will begin on the day after the quote form is signed.

**3.3** You can cancel the quote at any time during the cooling off period by informing Easy Being Green in writing of the cancellation.

**3.4** If your written cancellation is received by Easy Being Green before the cooling off period expires, the price paid by you will be refunded in full

**3.5** If your written cancellation is received by Easy Being Green after the cooling off period expires, you will be required to pay the Project Value of the products already purchased by Easy Being Green, equal to the amount stated on the quotation form.

### 4 Installation

**4.1** You authorise Easy Being Green or its authorised Agent(s) to install the products at the premises.

**4.2** All installations will be in accordance with Australian Standards. Easy Being Green installers are experienced and certified electrical contractors, complying with the requirements of the relevant NSW, Victoria and Federal authorities.

**4.3** Easy Being Green or its Authorised Agent(s) will call you before the installation date to remind you of the installation appointment. You must ensure you or your authorized person is present at the premises during the installation to allow access and signing the nomination/assignment form upon completion of the installation. If Easy Being Green or its Authorised Agent(s) is unable to install the product on the nominated day, for whatever reason, then a new installation date will be arranged with you.

**4.4** Reasonable care will be taken when installing the product to the premises and work shall be carried out in accordance with industry standards. You agree that your premises are suitable to accommodate the installation.

**4.5** Due to the nature of services provided, it may be necessary to create access in ceilings to allow the installation of the downlights or other types of lighting. Easy Being Green or its Authorised Agent will endeavour to inform you if this is necessary and you agree to authorise Easy Being Green to prepare such access. If Easy Being Green or its Authorised Agent(s) identify any pre-existing damage or faults in the electrical wiring or the light fittings, they will advise you and propose the cost of repair and any other possible costs that may occur. You agree that it is your responsibility to repair surfaces through painting or plastering after the installation.

**4.6** Easy Being Green will not be responsible for any damages that arise due to the installation process which are a result of any pre-existing condition or consequential damage in your premises other than damages arising directly from the negligence or wilful actions of Easy Being Green employees or agents. You agree to cover any extra charges that may occur in order to fix the damage and install the agreed product.

**4.7** Easy Being Green will ensure the product is fully operational once installation is complete.

**4.8** Once the products are installed – You must complete and sign a Nomination or Assignment Form – Commercial Lighting. In signing this form you will agree to assign the ESCs or VEECs created from the installations of these products to Easy Being Green Pty Ltd as set out in the formal "nomination" or "assignment" on the Nomination or Assignment Form.

**4.9** Easy Being Green's Authorised Agents or installers work under applicable Occupational Health and Safety guidelines. They may refuse to start or continue any installation if they perceive a risk.

### 5 Title

**5.1** Easy Being Green shall retain title to the Equipment installed at the installation site until Easy Being Green receives from you the full amount of the Purchase Price as cleared funds whereupon such title shall pass to you. If the purchase price is \$0 title will pass to you once you sign the Nomination Form or Assignment Form.

### 6 Risk.

**6.1** You shall assume the risk in the Equipment upon delivery of the Equipment to the Installation site.

### 7 Warranties

**7.1** All product supplied is covered by such warranties as are specified by the manufacturer of the product and supplied subject to the product standards detailed by the manufacturer.

**7.2** On discovery of any defect in the product, you must immediately notify Easy Being Green in writing of such defect.

**7.3** A 12 month workmanship warranty is provided for all installation work. This warranty applies where the product is used according to manufacturer's directions of use and is not damaged by you or a third party as a result of interference, negligence, wilful damage or damage from inclement weather or natural disaster.

**7.4** If you wish to make a claim on a warranty then you will need to do so during the warranty period. You are responsible for any costs incurred in removing and returning any components to the manufacturer under the warranty.

**7.5** The provisions of any act or law (including but not limited to the Competition and Consumer Act (2010) implying terms, conditions and warranties, or any other terms, conditions and warranties which might otherwise apply to or arise out of this contract are hereby expressly negated and excluded to the full extent permitted by law.

### 8 Indemnity and Liability Waiver

**8.1** You agree to indemnify and keep indemnified Easy Being Green, its employees, directors, officers and agents against any and all claims, loss, damage, costs or expense of whatever kind or nature incurred by Easy Being Green arising as a result of any breach of contract, negligence or wilful default by you in carrying out or failing to carry out your obligations under this Quote.

**8.2** To the extent permitted by law Easy Being Green shall not be liable for any claims, loss, damages, costs or expense incurred by you, your employees, directors, officers or agents as a result of Easy Being Green carrying out its obligations under this Quote or of and incidental to the supply and installation of the Product except where that claim, loss, damage, costs or expense arises as a direct result of negligence or wilful default on the part of Easy Being Green in which event liability will, at the option of Easy Being Green, to the extent permitted by law be limited to:

**8.2.1** in the case of the supply of goods under this Quote (if any), any one or more of the following:

**8.2.1.1** the repair of the goods;

**8.2.1.2** the replacement of the goods or the supply of equivalent goods;

**8.3** Easy Being Green will not be liable to you for consequential or indirect losses of any nature no matter how

caused, including but not limited to business interruption, loss of profits, loss of goodwill, loss of business reputation, loss of anticipated savings, denial of opportunity, increased costs, loss of access to markets or any other similar loss even if such losses were foreseeable. This subclause applies not withstanding any other provision of this Quote.

**8.4** To the fullest extent permitted by law, Easy Being Green will not be liable to you for any loss, cost, damage or expense incurred by you whatsoever or howsoever caused (including but not limited to property damage or personal injury) with respect to the negligent acts, omissions or representations of any contractors appointed by Easy Being Green.

### 9 Postponement

**9.1** If you postpone the appointment for installation within 24 hours of the agreed date, Easy Being Green reserves the right to charge a minimum cancellation fee of \$99 (including GST).

**9.2** If a deposit is taken, no refund will be issued to parties who cancel out of the cooling off period.

**10 Privacy Consent:** you consent to Easy Being Green:

**10.1** sharing personal information provided by you with any of Easy Being Green's dealers, manufacturers, suppliers and contractors for purposes related to the purchase, supply and install, of Equipment

**10.2** contact you by phone or arrange a site visit after the install to perform quality assurance and/or technical monitoring of the job to ensure it complies with company, government and industry standards.

**10.3** contacting you with future offers and discounts which you may opt out of at any time

### 11 Default

**11.1** You will be in default of this Quote if:

**11.1.1** you are late in paying any amount due under this Quote; or

**11.1.2** you breach any provision of this Quote; or

**11.1.3** you give misleading or untrue information in relation to this Quote.

**11.2 Immediate Payment:** if you do not remedy any default within 14 days of written notice thereof from Easy Being Green, the balance of the Purchase Price and any other amounts you owe under this Quote shall immediately become due and payable to Easy Being Green.

**11.3** Payment of Expenses: In the event of you being in default of the Quote you must pay Easy Being Green any expenses (including legal expenses) it reasonably incurs in enforcing this Quote.

**11.4** Easy Being Green reserve the right to charge interest on any overdue payment at the rate of 7% calculated monthly from the due date until the date of payment.

### 12 Resolution of Disputes:

**12.1** Should a dispute arise concerning the rights and obligations between the parties the parties shall first attempt to resolve the dispute through negotiation, and if the dispute is not resolved within a period of 7 days, then the parties must attempt to resolve the dispute through mediation or other agreed form of dispute resolution. The parties agree to act in good faith to resolve any dispute. The parties may not commence litigation without firstly exhausting their rights and obligations under this clause.

### 13 General

**13.1 Further Assurances:** Each party must do all acts, matters and things and sign all further documents reasonably necessary to give full effect to this Quote. A party must not do anything which might prevent full effect being given to this Quote.

**13.2 Severance:** If any part or parts of this Quote is or becomes invalid or unenforceable then the other part or parts will continue to be valid and enforceable and the invalid or enforceable part or parts will be severed or modified accordingly.

**13.3 Entire Agreement:** This Quote constitutes the entire agreement between the parties and supersedes all previous arrangements, understandings and agreements between them.

**13.4 Amendment:** Any amendment to this Quote must be in writing and signed by the parties.

**13.5 Waiver:** The waiver of any rights under this Quote must be in writing and signed by the party granting the waiver.

### 14 Payment Methods

Payment can be made by either credit card (please call our contact centre) or by EFT using the bank account details provided by Easy Being Green on their invoice. Please use the quotation form reference number as part of the EFT reference number:

If paying by EFT, please email remittance of the payment to Easy Being Green's finance department: [accounts@easybeinggreen.com.au](mailto:accounts@easybeinggreen.com.au)

### 15 Contact Details

If you have any issues or concerns, please contact the Easy Being Green contact centre on **1300 994 929** between 9am and 5pm Monday to Friday.