

Thanks for choosing Triangle Solar Energy as your Solar system provider.

Any reference to Triangle / Triangle Energy / Triangle Solar Ltd or / Triangle Solar NZ should be referring to the same entity/group of entities.

"We", "Us", "Company" means Triangle Solar Energy Limited.

"You" means the person who Agreements with us named in the Quotation.

Definitions

"Agreement" means the contracted agreement including the quotation and Terms and Conditions formed between You and Us concerning the installation;
"Completion" means the installation of the system at the property and the demonstration to you or agreed parties of the operational availability of the system, which are to be correct as soon as practicable after completion.

"Deposit" is defined as the sum specified in the Quotation as payable upon acceptance:

"Force Majeure Event" is explained as an event that occurs which is unanticipated and out of our control:

"Installation" is the standard installation of the system components and interconnection.

"Liability" means action, awards, costs or damages, expenses, loss of income, penalties, or any losses' direct or indirect:

"System" means the energy system agreed to be installed by Triangle at your property as detailed in the Quotation.

1. Consent of Authorising Party

1.1 By acceptance of this Quotation, you confirm that you are the owner, or a person authorised to act on behalf of the owner and that any co-owners have consented to the installation.

1.2 The Quotation provided includes details of the pricing, payment terms along with a site-specific full system design and performance estimate.

2. Pricing

2.1 The pricing set out in this Quotation is provided to the best of our knowledge as a Standard Installation.

2.2 Should further information in the course of the installation reveal that it is a Non-standard installation, additional fees may be required, and you will be notified of any such cost. This may occur due to requirements for electrical switchboard repairs or upgrade., issues with the integrity of the roof or mounting surface, unforeseen access difficulties or other such impediments to a Standard Installation.

2.3 If we notify you in writing that the price is being increased, you must reply in writing within 4 weeks stating either you accept the increase or that you wish to cancel in the Agreement. If you fail to reply within 4 weeks that you accept the price increase, this Agreement will be cancelled.

2.4 If this Agreement is cancelled following this clause your deposit will be returned to you, but the cancellation will be without further Liability attached to either party.

2.5 The deduction of any rebate amount identified on the Quotation is pending, your eligibility and acceptance into the specific scheme.

3. Payment

3.1 Payment of a deposit is required upon acceptance of this Agreement.

3.2 You may cancel this Agreement within 10 business days of signing this Agreement with a full refund of this deposit.

3.3 You acknowledge and agree to your obligation for full payment according to the payment terms set out herein.

3.4 You acknowledge that We may be required to obtain goods from interstate or overseas to satisfy the order comprised by this Agreement and as a consequence enters into binding irrevocable undertakings to acquire the goods.

3.5 The deposit is forfeited if this Agreement is terminated due to a default on your part.

3.6 If you fail to pay any amount that is due and payable under this Agreement, We will be entitled to interest on the unpaid amount (both before and after judgement) at the rate applicable to judgement debt together with any cost associated with the collection thereof including, without limitation, any legal cost.

3.7 The Total Price as stated in the Quotation was based on information supplied by you. If either party ascertains that the information was materially inaccurate to such an extent that additional costs would exceed 5% of the total price, then this Agreement may be deemed invalid and result in a revision of the Total Price. Should a revised Agreement be reached, either party may terminate this Agreement by giving 5 days' written notice to the other party.

4. Installation Authorization

4.1 You are responsible for any required local government planning, building or heritage approvals. Triangle accepts no liability for any breach of local planning regulation.

5. Connection Application

5.1 This Agreement may be subject to an approval process with your Electricity Network Provider. You agree to provide any information and approval to enable the company to make such an application on your behalf. If no approval can be obtained to connect to the electricity grid (for a grid-connected system), you have the right to terminate this agreement.

6. Access

6.1 You agree to provide sufficient and appropriate access to Us (and our employees, agents, or contractors,) as may be required to affect the installation.

6.2 You agree to ensure that the property is kept clear and allow access to enable work to be carried out safely at all reasonable times including weekends and on public holidays and to permit, without charge, access to an electricity supply on-site.

7. Installation

7.1 We will deliver the Solar System detailed in the Quotation subject to any variations as may be required, for which you will be asked to sign off before the installation or be entitled to a refund if you refuse to accept.

7.2 We will ensure that the Solar System is installed in a good and tradesman-like manner, by workers who are professionally trained, licensed and registered for the work to be performed, and where applicable accredited for Installation by the Clean Energy Council and other regulatory bodies.

7.3 The estimated date for the Installation will be given upon acceptance of this Quote. This date is subject to approvals, delivery of components, weather and other logistical considerations and is not a condition of this Agreement. However, we will use reasonable efforts to work to this timeframe and negotiate and schedule changes as may be required.

7.4 Following completion of the Installation, you will be asked to sign an acknowledgement that the installation has been completed and that you have been advised how the System is operated and informed of the shutdown procedures.

7.5 You are advised to contact your electricity retailer pre-installation to confirm what tariffs may apply and post-installation, to confirm that the agreed tariff rates have applied.

8. Our Termination Rights

8.1 The Company has the rights to terminate this Agreement if:

You fail to comply with the terms of this Agreement

If you cease to own the Property before complete installation.

9. Your Termination Rights

9.1 You may terminate this Agreement and be entitled to a full refund upon request in any of the following circumstances:

- If no approval can be obtained from the Distributor to connect to the electricity grid before installation (for a grid-connected system)
- If you receive that system design and performance estimate outside of any cooling off period and you do not consent to the design.
- If there are additional charges beyond the quoted price and you do not agree to the charges (E.g., if switchboard upgrades are required)
- If the final system design is significantly different to that which was quoted and was not signed off by you.
- If the expected installation timeframe is not honoured, for reasons reasonably within the control of Triangle, and you do not agree to a revised timeframe.

10. Defective Products

10.1 In the unlikely event that the system does not conform to the Quotation, please let us know as soon as possible after the completion of the Installation. If the issue cannot be resolved over the phone, we will arrange for a representative to attend your property to determine any problems with the System on an agreed date between You and Us. If our representative determines that the System is faulty, we will arrange for the System to be repaired or replaced, on a date agreed between you and us, at no additional cost to you.

11. Guarantees

11.1 Warranty from Us will be provided in this Quote, covering product, workmanship, operation, and performance of the whole PV system for x years from the date the installation confirmation is signed by you.

11.2 The company commits to undertake any warranty repairs within a reasonable timeframe and endeavours to attend to assess any fault within 7 days of notification.

11.3 The solar modules are additionally supplied with a manufacturer's product warranty and peak power warranty. The warranty terms will be supplied to you at the time of purchase. The Company may, at its discretion offer one of the following remedies in the event of a successful claim against the module performance warranty: 1) replace the defective module/s 2) refund the percentage of the cost of the module to the customer representing the percentage of the power output less than 80% of the nameplate power rating. Triangle endeavours to but is not bound by its commitment to rectify any fault within 14 days of notification.

11.4 The repair, replacement or part refund of the system or any component therein does not cause the beginning of new warranty terms.

11.5 This warranty is transferable only when the product remains installed in its original location as noted in the Quotation. You do not need permission from the Company to transfer this warranty, but the Company does need to be informed of such transference.

11.6 The company accepts no liability for any loss of revenue from any energy export tariff or other financial mechanisms during the period the system is inoperative due to fault or system failure.

11.7 Your rights under consumer law are maintained and this retailer's warranty exists in addition to consumer protections under New Zealand Consumer Law.

12. Liability

12.1 Our liability for breach of any express or implied condition or warranty is limited, to the extent permitted by law, to the repair or replacement of the relevant System or component.

12.2 We make no representations or warranties to you in connection with any System or their installation, except for those warranties set out in this Agreement and those warranties which cannot be excluded from this Agreement.

12.3 To the maximum extent permitted by law, we have no liability to you for breach of this Agreement other than as set out in the preceding paragraph and, in particular, we have no liability to pay any damages or compensation for breach of the Agreement.

13. Events That Are Outside Our Control

13.1 We will not be Liable or responsible for any failure to perform or delay in performance of, any of our obligations under these terms and conditions that is caused by a Force Majeure Event. Our obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to find a solution by which our obligations under these terms and conditions can be performed despite the Force Majeure Event.

14. Complaint Procedure

14.1 Triangle will always aim to provide you with excellent customer service, if you haven't received the service you expected, you have the right to make a complaint.

14.2 A complaint means an expression of dissatisfaction made to us concerning our products or the complaints handling process itself, where you expect a resolution.

14.3 Triangle will provide feedback on the outcome of complaints within 21 days of receipt of the notice. If required, the Company will keep you informed of the need for additional time and complete our investigation within 45 days from the receipt of a complaint.

14.4 If Triangles Customer service team is not able to resolve your complaint in the first instance, your complaint will be escalated to a supervisor or team manager for further assistance. If at any stage of the process you're not happy with the progress or proposed resolution of a complaint or you want to

know more about your options to pursue a complaint further, we will advise you of your option to reasonably request to have your complaint escalated to a supervisor or Customer Relations, or your options for external dispute resolution.

14.5 Please Lodge any complaint in writing or via Email to provide us with an accurate record and address your complaint to Customer Service.
Email to: support@tsolar.co.nz

15. Your Personal Information

15.1 We will request personal information from you for the purposes of fulfilling this Agreement.

15.2 We may be required to disclose this information to Government Authorities and Agree mentors.

15.3 By accepting this agreement, you consent to the Company collecting, using, and disclosing this information as set out in this agreement.

16. System documentation and Measure of Performance

16.1 Upon installation completion and commissioning of the System, we will provide System Documentation including all relevant information on the System, components, and its maintenance.

16.2 The Company commits to advising the owner, upon commissioning of the system, how to measure energy output either through demonstration, written instruction, or through a monitoring solution included with the system.

17. Governing Law

17.1 This Agreement is governed by the laws of New Zealand

Performance / Financial Disclaimer

This document contains a performance estimate of potential energy yields and simulated savings benefits provided by an independent source. (OpenSolar). Open Solar makes no representation, promise, guarantee or warranty about any cost savings, energy consumption savings or return on investment of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Sites.

Please note that this assessment:

- Is of general nature, and may contain 'typical' values in order to provide a reasonable simulation
- Is based on information provided by you and subject to our best interpretation of that information
- Is not provided as a guarantee of the exact level of output of the system as variations may occur
- Cannot reflect variability in actual energy use which may have a significant impact on savings potential
- Can in no way be considered financial advice and does not substitute professional financial advice in terms of an investment decision

Energy Services Agreement

IMPORTANT INFORMATION

The Key Terms may be amended from time to time, including to vary the Energy Services we provide. The latest set of Key Terms will apply at any given time.

This document sets out key information about the services we will provide to you under the Energy Services Agreement. Please read this Agreement carefully and seek advice, or talk to us, if you are uncertain about the meaning of any terms or about your responsibilities and commitments. You should keep this Agreement in a safe place. There is a limited right to cancel the Energy Services Agreement.

This Agreement applies both to Customers all of whom own the Property on which the Energy Hardware is installed and to Customers who have an ownership interest but do not comprise all of the Property owners.

With the knowledge and authority of, and on behalf of, all Property owners, you agree and acknowledge that the Energy Hardware will be installed on the Property in accordance with this Agreement, you agree to give or procure access for Triangle Solar Energy Limited and its contractors and agents to the Property for the Term (including to remove the Energy Hardware) and you understand all your obligations as the Customer under this Agreement, including in respect of any sale of the Property during the Term. Notwithstanding that this Agreement may be entered into on behalf of other Property owners (such as a spouse, family member or trustee), the Customer is personally liable for all obligations of the Customer under this Agreement and is responsible for procuring compliance by all other Property owners as if they were also signatories.

By signing below, Triangle Energy and the Customer agree to be bound by this Agreement on the terms and conditions set out in it, comprised within both the Key Terms and the General Terms and Conditions.



Marco Chak

For Triangle Solar Energy Limited

For The Customer