



## ADDENDUM TO TERMS AND CONDITIONS OF SALE applicable to Rebate Assistance

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SIGNED:

Buyer to a Customer who has received Rebate Pre-Approval as part of The Plan.

### SOLCO LTD (The Company)

#### 1. Definitions

- a. Solco and or The Company, shall mean Solco Ltd and or its subsidiaries.
- b. Buyer, shall mean an account customer of Solco Ltd and or its subsidiaries.
- c. Customer, shall mean a customer of the Buyer.
- d. The Plan, shall mean the Australian Government's Solar Homes and Communities Plan.
- e. Pre-Approval Letter, shall mean the letter from the Australian Government stating that the total Rebate Amount has been pre-approved for The Installation.
- f. Rebate Amount, shall mean the amount which the Australian Government has agreed to pay to the Customer under and subject to the terms and conditions of The Plan, as evidenced by the Pre-Approval letter sent by the Australian Government.
- g. Rebate Assistance, shall mean a packaged solution offered by The Company to assist Buyers with purchases of Complete Systems assuming they meet the terms detailed in Clause 3 below.
- h. Complete System, shall mean the supply of at least photovoltaic solar panels, and an inverter for a single grid-connect solar system.
- i. The Fee, shall mean the amount The Company will charge for the provision of Rebate Assistance.
- j. The Installation, shall refer to the grid-connect solar photovoltaic system specific to the Rebate Pre-Approval and The Company's Original Invoice, installed at the Customer's premises.
- k. Original Invoice, shall mean the invoice for the goods supplied to the Buyer payable under The Company's credit terms.
- j. Rebate Assignment Form, shall mean the Solco Choice Electric form entitled Solar Homes and Communities Plan, Rebate Assistance Program, SHCP REBATE PAYMENT ASSIGNMENT FORM

#### 2. General

- a. Subject to Clause 3 below, the terms and conditions of sale in this Addendum shall apply in addition to The Company's Standard Terms & Conditions of Sale to which this addendum is attached and shall be deemed to be incorporated therein to all sales of goods by The Company to the Buyer which are intended for on-supply by the

#### 3. Terms of the Rebate Assistance Programme

- a. Subject to the Clauses set out here within, The Company's Original Invoice for the goods supplied to the Buyer for on-sale to a Customer for installation under The Plan shall be payable by the Buyer subject to conditions on the Original Invoice and The Company's Standard Terms and Conditions.
  - b. The Buyer may opt to apply to modify the payment terms detailed in Clause 3.a above on a case by case basis, by applying to The Company for Rebate Assistance to cover the Rebate Amount for a period of up to 90 days from the date of the Original Invoice.
  - c. Applications for Rebate Assistance will only be approved for the purchase of grid-connect solar photovoltaic Complete Systems supplied by The Company, where the Complete System is provided to the Buyer on a single invoice and only one Complete System appears on the invoice.
4. The provision of the Rebate Assistance by The Company can only be considered if applied for by the Buyer within 20 working days of the Original Invoice date and this application must contain the following in a single envelope:
- a. A copy of the Solar Homes and Communities Plan pre-approval letter applicable to The Installation.
  - b. A copy of the completed Solar Homes and Community Installation Report applicable to The Installation with Part 4 of the report completed as detailed in the instructions attached to The Company's Rebate Assignment form.
  - c. A completed Rebate Assignment Form including a signature declaring that the installation report referred to in Clause 4.b above as been forwarded to and received by the Australian Government for processing.
  - d. Copies of any other documentation required by the Australian Government as a prerequisite for approving and making payment of the Rebate Amount.
  - e. For those Buyers with a normal trading account with The Company, payment equalling the Original Invoice amount less the Rebate Amount must be received within normal trading terms. Should the Rebate Amount be greater than the Original Invoice amount this Clause will not apply.

- f. For those Buyers who do not have a regular trading account with The Company, one of the following must occur:
    - Buyer's credit card preapproval of \$8,000 in favour of The Company prior to delivery of the goods; or
    - Submission of a credit application, three cash transactions and establishment of a trading account for the Buyer by The Company; or
    - Submission of a credit application, one cash transaction, signing by the customer of a Director's Guarantee and establishment of a trading account for the Buyer by The Company; or
    - Other security as deemed acceptable by the Company.
  - g. Payment of The Fee charged by The Company for the provision of Rebate Assistance.
5. The Company reserves the right to decline any application for Rebate Assistance at its sole discretion and without explanation, in which case Clause 3.a above will automatically apply. Rejection of an application will result in all documentation referred to in Clauses 4.a, 4.b, 4.c and 4.d above, and The Fee being returned to the Buyer.
  6. Upon acceptance of an application for Rebate Assistance by The Company.
    - a. The Company will credit the Buyer's Original Invoice with the Rebate Amount or to the value of the Original Invoice, whichever is the lesser, and the payment referred to in Clause 4.e above, confirming the Rebate Assistance application approval.
    - b. The Company will invoice the Buyer for The Fee and receive the payment referred to in 4.g above against this invoice.
    - c. The Company will raise a new invoice against the Buyer for the Rebate Amount and this invoice will be payable 90 days from the date of the Original Invoice.
    - d. The Buyer agrees that it is their sole responsibility to ensure the payment of the Rebate Amount is received by The Company from the Australian Government within the period detailed in Clause 6.c above, and that the Buyer will monitor this and follow up with the Australian Government as required and make every reasonable effort to ensure this occurs.
    - e. The Company agrees that payment of the Rebate Amount received by The Company from the Australian Government within the period nominated in Clause 6.c above will be credited against the Rebate Invoice referred to in Clause 6.c above finalising the transaction, and that no further action will be required from The Buyer in this circumstance.
- f. The Buyer agrees to pay The Company the Rebate Amount immediately if the Rebate Amount has not been received by The Company from the Australian Government within the period nominated in Clause 6.c above. This payment will be credited against the Rebate Invoice referred to in Clause 6.c above finalising the transaction.
  7. In circumstance where the Rebate Amount is greater than the Original Invoice amount, The Company will pay the difference to The Buyer upon receiving the Rebate Amount from the Australian Government or from the Buyer should 6.f above apply.
  8. Should Clause 6.f above apply and payment of the Rebate Amount subsequently received by The Company from the Australian Government within the period nominated in Clause 6.c above, the Rebate Amount will be promptly refunded by The Company to the Buyer.
  9. The Company reserves the right to change the amount of The Fee upon 7 days written notification to The Buyer.
  10. For avoidance of any doubt, The Buyer shall remain liable to pay the Rebate Amount or, if The Company's invoice for the goods is less than the Rebate Amount the invoiced amount in full unless and until the Rebate Amount is paid to The Company by the Australian Government. In any event the Buyer shall pay the invoiced amount in full to The Company at the expiration of 90 days from date of Original Invoice if it has not been paid to The Company by the Australian Government by this time.