

Hot Water Upgrade Terms and Conditions

1. Form of Agreement

These terms and conditions and the Quote/Proposal/Sales Order once signed by you, constitute our agreement.

2. Definition of Terms in this Agreement

(Refer to relevant section for product specific definitions beyond the Overall Definitions)

2.1. Overall Definitions

In this agreement, unless the context expressly requires otherwise, the following terms have the following meaning:

“Goods” means heat pump water heater system agreed to be purchased by you as set out in the Quote/Proposal provided to you;

“Our, us and we” means The Green Guys Group Pty Ltd (**ABN 28143063263**) and includes its employees, agents and subcontractors;

2.2 Our Standard Installation means

- your premises is within the range of one of our company or subcontractor hubs, if not, a travel allowance may be applied in your proposal;
- the installation team, vehicle and equipment must have clear and unhindered access to your premises and to the location where the new heat pump hot water system is to be installed / mounted;
- there is an existing completed premises with an existing electric storage hot water system eligible for the upgrade with evidence provided by you prior to installation;
- the premises wiring/power supply/electrical switchboard complies with current electrical standards of

AS/NZS 3000:2018 and must be connected to a safety switch.

- the premises plumbing complies with current plumbing standards and is readily accessible in the location where the new heat pump hot water system is to be installed / mounted.

We reserve the right to modify, present, and apply additional charges based on the installation team’s assessment on the installation date to upgrade the electrical, plumbing, or other installation components that are outside of these specified ‘Standard Installation’ terms.

2.3. Heat Pump Upgrade Parameters

In addition to the definitions covered under “Overall Definitions”, the following specific parameters also apply to define the term “Standard Installation”:

- the existing hot water system is an electric storage hot water storage system (and not a heat pump) located outside your premises;
- the new system will be installed in the same location as your existing system, unless it has been agreed on beforehand that there is a relocation charge which has been accepted and the charge applied to your job and signed for in the proposal.

We reserve the right to modify, present, and apply additional charges based on the installation team’s assessment on the installation date if any parameters are found to be outside of these specified ‘Standard Installation’ terms.

3. Payment

3.1 On the installation date, you must sign all government rebate and incentive

scheme forms that are capable of being assigned to us or at our direction.

3.2 All amounts payable by you under this agreement will only be accepted as having been made when the funds are cleared in our bank account.

4. Right to refuse to carry out installation

We reserve the right to refuse to carry out an installation of the Goods if:

- a. the installation conditions and parameters prove to be unsatisfactory or are different to what has been recorded on the Quote; or found to be outside of the specified 'Standard Installation' terms in clause 2 and you refuse to pay for the additional costs; or
- b. your electrical wiring or plumbing does not comply with current electrical code **AS/NZS 3000:2018** or other current Australian standards, and you refuse to pay for the cost of any upgrade in order to make it comply with those codes.

5. Rebates and Incentives

5.1. You irrevocably agree to assign to us or to our accredited partners (at our direction) the benefit of all and any government rebate and incentive scheme payments that are capable of being assigned to us or at our direction and that may be claimed in relation to the Goods. The assignment of the rebates will constitute (partial) payment for the Goods.

5.2. You must do all things necessary and complete and sign all documents required to be completed and signed in order to give effect to clause **5.1** and return all of those documents to us.

5.3. If:

a. you do not assign to us or at our direction, the rights to any government rebate or incentive scheme referred to in clause 5.1 and return to us all the completed and signed documents required to be completed and signed; or

b. where any rebate or incentive scheme referred to in clause 5.1 may only be paid directly to you;

you must on or prior to the installation date of the Goods, pay us the full cash value of those relevant rebates and incentive payments (as unilaterally determined by us) in consideration for which we will provide you with all documents necessary to enable you to claim and/or retain any relevant rebate or incentive payment from the relevant government authority.

5.4. If after installation of the Goods, the regulator of the relevant government rebate or incentive scheme rejects the documentation relating to the Goods installed in your premises for any reason, we reserve the right to charge back to you the full cash value of those rebates or incentive and this amount will be payable by you to us immediately upon demand.

6. Installation

6.1. You agree that you will be present at your premises at the time of the installation of the Goods, to:

a. grant access to your premises for either our employees, agents or subcontractors to install the relevant system for you; and

b. complete and sign and return to us all documents required to be signed to give effect to clause 5.1.

6.2 If on the installation date we are not able to install the Goods for reasons within your control and the installation needs to

be rebooked, we reserve the right to charge a rebooking fee to you.

6.3. Whilst we try and ensure that the Goods will be installed by competent and insured installers, we take no responsibility for any loss, cost, damages or expenses incurred by you as a consequence of any act or omission of the installer of the Goods purchased by you.

6.4. Whilst we will use our reasonable endeavours to install the Goods on the agreed installation date, there may be circumstances that prevent the installation of the Goods on that date, which circumstances may include but are not limited to rain and high winds. We take no responsibility for any damage, costs, losses or expenses incurred by you as a consequence of any delayed installation of the Goods.

7. Title to the goods

7.1. Title to the Goods does not pass until payment in full has been made for all amounts owed in connection with the Goods and we expressly reserve the right to take possession of the goods supplied by us to you at any time until full payment has been received for the Goods supplied to you. Payment includes the assignment of all relevant government rebate and incentive scheme payments capable of being assigned to us.

Last updated: 13 May 2022