

# Heat Pump Hot Water Upgrade Terms and Conditions

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## Residential Heat Pump 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

#### 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/sales Order provided to you.
- “Our, us and we” means The Green Guys Group Pty Ltd (ABN 28 143 063 263) 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 hot water system eligible for the upgrade with evidence provided by you prior to installation;
- the premises existing electrical wiring/power supply/electrical switchboard complies with AS/NZS 3000 Australian/New Zealand electrical installations / wiring rules and must be connected to a safety switch.
- the premises existing plumbing complies with AS/NZS 3500 national plumbing and drainage code hot water supply systems - acceptable solutions and is readily accessible in the location where the new heat pump hot water system is to be installed/mounted.
- the premises existing water heating system complies with HB 263-2004 heated water systems plumbing industry commission.
- the premises is connected to the town water supply with an operating pressure rated at 500kPa. If the premises utilise a pressure pump, it must maintain a minimum operating pressure rated at 350 kPa and/or capable of delivering approximately 44 litres of water supply per minute, which would prevent any loss of water pressure when the shower, dishwasher, washing machine, and toilets are simultaneously used.

It is your responsibility to ensure that your current system is compliant with these parameters before the installation process commences. We are not responsible for issues arising during and after installation which relate in any way to the failure of complying with these parameters.

We reserve the right modify, present, and apply additional charges based on the installation team’s assessment on the installation date to upgrade the electrical, plumbing, water pressure, 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 hot water system located outside your premises, unless it has been agreed on beforehand that there is a charge for non-electric hot water systems upgrades, which has been accepted and the charge applied to your job and signed for in the proposal.
- 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.
- Victorian Building Act 1993 requires heat pump water heater system must be installed by a licenced person. Only a licenced person employed and/or subcontracted by The Green Guys Group with insurance protecting their workmanship will provide a compliance certificate showing that the work complies with all the relevant standards.

Please note that:

- the system has been specifically designed for domestic hot water heating and may not be suitable for any other purposes.
- the system delivers hot water exceeding 55 degrees Celsius. Reference should be made to AS/NZ3500 and/or local regulations relating to the need for temperature tempering devices.

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 Our Trading Terms are strictly seven (7) days. In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand costs. Overdue accounts will be subject to interest in accordance with the Penalty Interest Rates Act 1983 until the delinquent account is remitted in total.

3.3 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 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 clauses 2.2 and 2.3 and you refuse to pay for the additional costs.

### **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. We reserve the right to adjust the quotation or pricing for your upgrade and subsequently present you with a revised proposal prior to the installation date of the Goods. This action may be taken in response to fluctuations in the rebates amount, energy-saving certificate value, or quantity, as dictated by changes under the applicable government schemes and programs.

5.5. 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, including ensuring the removal of any non-fixtures or obstacles, or other items from the surface and surrounding area where the installation is to be carried out; 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 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.

6.4. We are responsible for the quality of workmanship carried out will undertake the installation in a diligent and cautious manner. Workmanship can be determined to be affected by a defect if it is due to error on our behalf, including our employees, agents, and subcontractors.

(a) However, liability for the repair or replacement of the product is limited to occasions where adverse or unexpected environmental conditions, wildlife, and/or unknown substrate contaminants, moisture, passage of gases or other substances have not contributed to the occurrence of the defect.

(b) As the heat pump water heating system, including the storage tank, compressor unit, and/or H brackets may need to be anchored to the nearest wall, decking, patio, garden or general property using ground bolts, anchors or other such devices for safety, holes and other minor surface work are not considered to be a defect in workmanship. Liability for the repair or replacement is limited to occasions where significant damage has been caused by deliberate action and affects the operations of the heat pump hot water system.

6.5. We reserve the right of discretion to vary the application or installation methods, processes, or using certain products based on past experience, site, weather and environmental conditions; including but not limited to: (a) the use of poly slab bases that are manufactured to AS/NZ 3500.4 standards, (b) stacking and mounting compressor units, and

(c) extending the plumbing and electrical wiring required in case of relocations. Despite any variations, we will undertake installation work under the strict guidelines of the Victorian Building Authority (VBA), Energy Safe Victoria (ESV), and New South Wales Fair Trading regulations, in a diligent and cautious manner and ensure the quality of the materials or products used are approved under the relevant AS/NZ standards.

## **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 rebates and incentive scheme payments capable of being assigned to us.

**8. We reserve the right to change these Terms and Conditions at any time.**

## Commercial Heat Pump Hot Water Upgrade Terms & Conditions

### 1. Form of Agreement

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

### 2. Definition of Terms in this Agreement

#### 2.1. Overall Definitions

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

- "Goods" means the heat pump water heater system agreed to be purchased by you as set out in the Quote/Proposal/Sales Order provided to you.
- "Our, us and we" means The Green Guys Group Pty Ltd (ABN 28 143 063 263) and includes its employees, agents and subcontractors.
- "You, your, and customer" means the person/s or business named as the purchaser on the Quote/Proposal/Sales Order for the goods.

#### 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, commercial or business premises with evidence provided by you prior to installation;
- there is an existing electric hot water system eligible for the upgrade with evidence provided prior to installation;
- the premises existing electrical wiring/power supply/electrical switchboard complies with AS/NZS 3000 Australian/New Zealand electrical installations/wiring rules and must be connected to a safety switch for an individual circuit, with evidence provided prior to installation;
- the premises existing plumbing complies with AS/NZS 3500 national plumbing and drainage code hot water supply systems - acceptable solutions and is readily accessible in the location where the new heat pump hot water system is to be installed/mounted.
- the premises existing water heating system complies with HB 263-2004 heated water systems plumbing industry commission.
- the premises is connected to the town water supply with an operating pressure rated at 500kPa. If the premises utilise a pressure pump, it must maintain a minimum operating pressure rated at 350 kPa and/or capable of delivering approximately 44 litres of water supply per minute, which would prevent any loss of water pressure when the shower, dishwasher, washing machine, and toilets are simultaneously used.

It is your responsibility to ensure that your current system is compliant with these parameters before the installation process commences. We are not responsible for issues arising during and after installation which relate in any way to the failure of complying with these parameters.

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, water pressure, 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 hot water system with evidence provided prior to installation;
- the new system will be installed within the commercial premises' private property, not on a public or council-owned lane, alley, road, and footpath.
- the new system will be installed within 5 meters of the location where the existing system is located and within 3 meters of stormwater piping (if applicable), 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.
- the new system will be installed in an area with a minimum of 60 square metres space or 80 cubic metres for adequate airflow.
- if the new system is to be installed on an additional, temporary, or other non-permanent structure that are added after the construction of the main building have been completed, such as but are not limited to: mezzanine levels, freestanding decks, work platforms, and/or modular offices, the structure must have the structural integrity to hold a minimum load of 300 kilograms; with evidence provided from you prior to installation. Forklifts and other supporting reach trucks are to be supplied by customer to facilitate the relocation of the new heat pump system to the new location and/or level.
- Victorian Building Act 1993 requires heat pump water heater system must be installed by a licenced person. Only a licenced person employed and/or subcontracted by The Green Guys Group with insurance protecting their workmanship will provide a compliance certificate showing that the work complies with all the relevant standards.
- Please note that the system delivers hot water exceeding 55 degrees Celsius. Reference should be made to AS/NZ3500 and/or local regulations relating to the need for temperature tempering devices.

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 Our Trading Terms are strictly seven (7) days. In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including commission on collection of the additional costs and also including legal demand costs. Overdue accounts will be subject to interest in accordance with the Penalty Interest Rates Act 1983 until the delinquent account is remitted in total.

3.3 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**

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## 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. We reserve the right to adjust the quotation or pricing for your upgrade and subsequently present you with a revised proposal prior to the installation date of the Goods. This action may be taken in response to fluctuations in the rebates amount, energy-saving certificate value, or quantity, as dictated by changes under the applicable government schemes and programs.

5.5. 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, including ensuring the removal of any non-fixtures or obstacles, or other items from the surface and surrounding area where the installation is to be carried out; 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 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.

6.4. We are responsible for the quality of workmanship carried out will undertake the installation in a diligent and cautious manner. Workmanship can be determined to be affected by a defect if it is due to error on our behalf, including our employees, agents, and subcontractors.

(a) However, liability for the repair or replacement of the product is limited to occasions where adverse or unexpected environmental conditions, wildlife, and/or unknown substrate



contaminants, moisture, passage of gases or other substances have not contributed to the occurrence of the defect.

(b) As the heat pump water heating system, including the storage tank, compressor unit, and/or H brackets may need to be anchored to the nearest wall, decking, patio, garden or general property using ground bolts, anchors or other such devices for safety, holes and other minor surface work are not considered to be a defect in workmanship. Liability for the repair or replacement is limited to occasions where significant damage has been caused by deliberate action and affects the operations of the heat pump hot water system.

(c) We are not liable for partial or total structural failures, collapses or loss of load-carrying capacity and the resulting injuries, severe damage, death, and/or monetary losses caused by the installation of the new heat pump system on an additional, temporary, or other non-permanent structure that are added after the construction of the main building have been completed, such as but are not limited to: mezzanine levels, freestanding decks, work platforms, and/or modular office.

6.5. We reserve the right of discretion to vary the application or installation methods, processes, or using certain products based on past experience, site, weather and environmental conditions; including but not limited to: (a) the use of poly slab bases that are manufactured to AS/NZ 3500.4 standards, (b) stacking and mounting compressor units, and (c) extending the plumbing and electrical wiring required in case of relocations. Despite any variations, we will undertake installation work under the strict guidelines of the Victorian Building Authority (VBA), Energy Safe Victoria (ESV), and New South Wales Fair Trading regulations, in a diligent and cautious manner and ensure the quality of the materials or products used are approved under the relevant AS/NZ standards.

## **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.

**8. We reserve the right to change this Terms and Conditions at any time.**