

TERMS & CONDITIONS

The fine print, in plain English. These terms apply to every quote, contract and installation we carry out.

LAST UPDATED [DATE] · NETCC APPROVED SELLER · CER-ACCREDITED STC AGENT

⚠ YOUR COOLING-OFF RIGHTS

If you signed this agreement as a result of unsolicited contact from us — for example, at your home, at your workplace, over the telephone, or anywhere other than our business premises — **you have the right to terminate this agreement within 10 business days**, without penalty.

To do so, contact us in writing at info@weglow.com.au or post a notice of termination to the address in clause 30. You do not need to give a reason.

This notice is required to appear conspicuously and prominently. It reflects your rights under the Australian Consumer Law and the New Energy Tech Consumer Code.

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About these terms

These Terms & Conditions ("**Terms**") govern the supply and installation of energy systems by **Weglow Pty Ltd** (ABN **76 668 417 874**), trading as **Weglow** ("**we**", "**us**", "**our**"), to you ("**you**", "**customer**").

By accepting a quote, paying a deposit, or allowing us to commence work, you agree to these Terms. Please read them before you sign.

These Terms apply alongside your written quote. Your quote and these Terms together form your contract with us. If there is any inconsistency, your quote takes priority to the extent of that inconsistency.

Our commitment to the New Energy Tech Consumer Code

1. **We are an Approved Seller under the New Energy Tech Consumer Code (NETCC), and we undertake to comply with the Code.** The Code sets good-practice standards for the sale and installation of solar, battery and other new energy technology to residential and small business customers.
 2. The Code gives you protections in addition to your rights under the Australian Consumer Law. A copy of the Code is available at newenergytech.org.au.
 3. If anything in these Terms is inconsistent with the Code, **the Code prevails** and these Terms are to be read as if modified to comply with it.
 4. We hold the following accreditations and licences relevant to the work we do for you:
 5. NETCC Approved Seller
 6. Accredited agent of the Clean Energy Regulator for the creation of Small-scale Technology Certificates
 7. [Electrical contractor licence no. — insert]
 8. [Solar Accreditation Australia installer/designer accreditation — insert]
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Definitions

- **System** — the solar, battery, heat pump, EV charger or other energy equipment we agree to supply and install for you, as described in your Quote.
- **Quote** — the written proposal we provide setting out the System, the price, the site-specific design, the performance estimate, and any specific conditions.
- **Goods** — the physical equipment forming part of the System.
- **Site** — the property where the System is to be installed.
- **ACL** — the Australian Consumer Law, Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

- **Code or NETCC** — the New Energy Tech Consumer Code.
- **STCs** — Small-scale Technology Certificates created under the *Renewable Energy (Electricity) Act 2000 (Cth)*.
- **CER** — the Clean Energy Regulator.
- **Network Operator** — the electricity distributor for your area (for most of our customers, Energex or Ergon Energy).
- **Energy Supplier** — your electricity retailer.
- **Business day** — a day that is not a Saturday, Sunday or public holiday in Queensland.

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Quotes and proposals

1. Before we quote, we will ask you about your circumstances, your energy needs, and what you expect the System to do for you. We will record a summary of those needs in your Quote, and we will make sure our offer is fit for that purpose — or tell you clearly, in writing, if it is not.
2. If you rely on energy for medical or life-support equipment, tell us. We will make sure the System is suitable and explain any additional risks.
3. Your Quote will set out:
 4. our full name, ABN, address, phone and email;
 5. an itemised list of the Goods, including manufacturer, model, quantities and specifications;
 6. how the System works, and any limitations relevant to you;
 7. a site-specific performance estimate;
 8. a site-specific installation design or plan;
 9. the total price, the deposit payable, and all taxes;
 10. the total value of every discount, certificate, incentive and rebate applied, and how and when each applies;
 11. site conditions that may result in extra chargeable work;
 12. our installation timeframe, and any circumstances outside our control that may cause delay;
 13. the details of all applicable warranties, including who provides them;
 14. the name and contact details of our supplier, so you can pursue ACL rights against them directly if you need to;
 15. the expected life of the System and what is involved in disposing of it;
 16. your cooling-off and termination rights, on the front page;
 17. the accreditations and licences we hold;
 18. a statement that we are bound by the NETCC;
 19. the NETCC Consumer Information Product.

20. Our Quotes are valid for **30 days** from the date of issue.
 21. We do not use high-pressure sales tactics. You are entitled to take your time, seek other quotes, and ask us to leave or end contact at any point.
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Site-specific design and performance estimate

1. Every System we install is designed for your specific Site. Before you enter into a contract, we will provide you with a site-specific installation design or plan and a site-specific performance estimate.
 2. Where we instead provide the site-specific design and performance estimate as the **first deliverable under your contract**, you have **10 business days** from receiving them to notify us that you do not accept them. If you do, **we will refund you in full**.
 3. If, after your contract is signed, we propose to **significantly change the installation design**, and you are not willing to accept the change, **you may terminate the contract and we will refund you in full**.
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Forming a contract

1. A binding contract is formed when you accept our Quote in writing (including by signing, emailing your acceptance, or accepting electronically) and we confirm acceptance in writing. Both of us will sign the contract and any amendments.
 2. Before you sign, we will explain the contract to you and draw your attention to anything that may cause confusion — including where additional fees may arise, cancellation fees, and any difference between a verbal quote and the final price.
 3. We will explain the process for the assignment and trade of STCs, and any limitations.
 4. We will advise you that your energy supply contract may change as a result of installing the System, and that it is your responsibility to contact your Energy Supplier to check what pricing will apply — and to confirm after installation that the agreed pricing has been applied.
 5. We will not require you to purchase energy or services from another supplier as a condition of this contract.
 6. We may decline to proceed with any order at our discretion, including where a site assessment reveals the System is unsuitable or unsafe. If we decline, we will refund any deposit you have paid in full.
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Pricing and GST

1. All prices are in Australian Dollars (AUD) and are **inclusive of GST** unless expressly stated otherwise.
2. The total price of the System is advertised and quoted at least as prominently as any component of it.
3. We may correct any obvious pricing error (for example, an incorrectly transposed figure) before work commences. If we do, you may cancel and receive a full refund of any deposit.
4. Prices assume the System is installed in a single visit. Additional visits caused by factors within your control may attract a call-out fee, which we will notify you of before attending.

STCs, rebates and incentives

This is an important clause. Please read it carefully.

8.1 How the STC discount works

1. When you install an eligible solar or battery system, that installation creates an entitlement to **Small-scale Technology Certificates (STCs)** under the *Renewable Energy (Electricity) Act 2000 (Cth)*. The number of STCs depends on the system, its location, and the rules in force at the time of installation.
2. **You are the person entitled to create those STCs.** Rather than you creating and selling them yourself, we offer you an upfront **point-of-sale discount** on the price of your System. In exchange, you assign your right to create the STCs to us.
3. Weglow Pty Ltd is an **accredited agent of the Clean Energy Regulator** for the creation of STCs. We use **Greendeal Pty Ltd** to lodge and trade the certificates.
4. Your Quote will show the total value of the STC discount as a separate line item, so you can see exactly what it is worth.
5. To give effect to this, you agree to sign the CER-required written assignment form, and to provide any information reasonably needed to create and validate the certificates. Providing false or misleading information in connection with an STC claim is an offence.

8.2 What we do and don't guarantee

1. The STC discount shown in your Quote is calculated using the STC price and the deeming rules **at the time of quoting**. Both can change.
2. **We do not guarantee your eligibility for any rebate, certificate or incentive.** Eligibility depends on the installation meeting the CER's requirements, on installer accreditation, on program rules at the time of installation, and on program funding remaining available.

3. If the certificates cannot be created or validated **because of something you did or failed to do** — for example, providing incorrect property or ownership details, or refusing to sign the assignment — the value of the discount becomes payable by you.
 4. If the certificates cannot be created **for any reason within our control**, or because of a change in law or program rules after your contract is signed, **you will not be charged the difference**. We bear that risk.
 5. Rebate programs change, and some have published step-down or closing dates. We will use reasonable efforts to install before any such date. If we identify a deadline that is material to your price, we will say so in your Quote. **We cannot guarantee a program outcome that depends on a third party's timing** — see clause 16.
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Payment, deposits and finance

1. Unless your Quote says otherwise, payment is made as follows:
 2. a deposit on acceptance of the Quote;
 3. the balance on completion of installation.
 4. **We will issue you with a receipt for your deposit and for every other payment you make.**
 5. Where a cooling-off period applies, we will not accept payment or begin work during that period, except as permitted by law.
 6. We accept payment by bank transfer (EFT), credit card, and approved third-party finance. Any surcharge will be disclosed before you pay.
 7. **Finance.** If you take up a deferred payment arrangement:
 8. it is a **voluntary** finance option;
 9. you will be contracted to the credit provider, not to us, and questions or complaints about the finance should be directed to them;
 10. we will tell you the credit provider's name;
 11. we will tell you the total cost under the arrangement compared with the outright purchase price on that day;
 12. the term will not exceed the expected life of the System;
 13. we will give you the disclosures required under the National Credit Code.
 14. If any amount remains unpaid after the due date, we may charge interest at **10% per annum**, calculated daily, plus reasonable recovery costs.
 15. Where we provide an ongoing service and we are permitted to change the price, we will tell you **no later than 5 business days** before the change takes effect.
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Site assessment and access

1. You warrant that you own the Site, or that you have the owner's written consent to have the System installed.
2. You must provide our installers with safe, clear and unobstructed access to the Site, the roof, the switchboard, and any relevant meter or equipment location on the installation date.
3. You must disclose any known hazards at the Site, including (without limitation) asbestos, unstable roofing, faulty or non-compliant wiring, and the presence of pets or other people on site.
4. If we attend and cannot safely proceed because access was not provided or an undisclosed hazard is found, a reasonable call-out fee may apply.

Strata and body corporate properties

1. If your Site is a strata title property and the law requires the written consent of the Owners Corporation before installation, **we will tell you this in your Quote**, and you must obtain and provide that consent to us before you sign the contract.
2. If you enter into a contract with us before obtaining that consent, and the Owners Corporation subsequently **refuses** consent, we will terminate the contract, remove the System, return the Site to its former state, and **refund you in full — at our cost**.
3. Clause 11.2 does not apply where we told you that consent was required and you incorrectly advised us that the Site is not a strata title property.

Our service and installation

12.1 What our service includes

Unless your Quote says otherwise, the price you pay covers:

1. **In-house site assessment**, carried out by our licensed electrician.
2. **Full system proposal and engineering**, including a site-specific installation design and a site-specific performance estimate.
3. **Installation planning, scheduling and stock coordination**.
4. **Delivery of all equipment to Site**.
5. **Installation by our own local, full-time installers** — we do not subcontract your installation — including the issue of all required certificates.
6. **Post-installation inspection**.

7. **Handover**, including written operating instructions, a demonstration of the System, and access to the monitoring platform.
8. **Warranty documentation** for every component, and for our workmanship.
9. **Ongoing monthly communication and support** for the term set out in clause 15.

12.2 What is not included

The following are **not** included in the price unless expressly stated in your Quote:

- switchboard upgrades or meter box rectification;
- repairs to existing wiring, roofing, or structural defects;
- asbestos identification, handling or removal;
- works required by the Network Operator beyond the standard connection application;
- non-standard access equipment (scaffolding, elevated work platforms);
- any variation approved under clause 13.

12.3 Standards and compliance

1. All electrical work is performed by licensed electricians. All solar and battery work is performed by appropriately accredited installers.
2. We install in accordance with all applicable safety regulations, the manufacturer's specifications, Network Operator standards, good industry practice, and the relevant Australian Standards — including AS/NZS 5033 (solar arrays), AS/NZS 4777.1 (grid connection of inverters), and AS/NZS 5139 (battery energy storage systems), as amended from time to time.
3. **Battery siting.** Battery systems must be sited in a compliant location. Where the Site imposes constraints — for example flood risk, clearance requirements, exclusion zones, or exposure to direct sunlight — the final location will be determined by our accredited installer, in accordance with the Standards and the manufacturer's installation instructions. This may differ from the location you initially preferred. Where this involves a significant change to the design in your Quote, clause 5.3 applies.
4. Installation involves drilling, fixing and penetrating parts of your property. We take reasonable care, but some minor cosmetic marking is an ordinary consequence of installation and is not a defect.
5. We are not responsible for the pre-existing condition of your roof, switchboard, or wiring. Where existing infrastructure is not fit to support the System, remedial work may be required — see clause 13.
6. **If we become aware that any part of your System is defective or unsafe, we will tell you promptly and offer to fix it, or remove it and provide reasonable compensation.**

Variations and unforeseen site conditions

1. Some conditions cannot be identified until work begins. Your Quote will identify the site conditions we consider may result in extra chargeable work. These commonly include switchboard upgrades, meter exchange or reconfiguration, repairs to existing faults, changes to off-peak control devices, asbestos, unsuitable roof structure, difficult access, and excessive cable runs.
2. **We will not carry out chargeable variation work without your prior written approval.**
3. If site conditions or circumstances beyond our control result in extra chargeable work that is not covered by the contract price, and **we are not willing to bear those additional costs**, then **you are entitled to terminate the contract and we will refund you in full.**

Grid connection and network approval

1. Where the System is to be connected to the Energy Network, approval is required from your Network Operator. Your Quote will set out whether we will arrange this on your behalf, any charge for doing so, the steps involved, and the paperwork required.
2. **Your Energy Supplier may charge you for connection or for reconfiguring your meter, and may change your existing energy pricing.**
3. **If you authorise us to obtain network connection approval on your behalf, then:**
 4. **we will not install or commence the System until approval is provided;**
 5. **if the relevant approvals are not obtained, we will refund you in full;**
 6. we will prepare and submit all required documentation within a reasonable timeframe;
 7. we will respond within a reasonable timeframe to any further compliance requests from the Energy Supplier, consulting you where necessary;
 8. we will keep you informed at each step, including of any restrictions or limitations that may adversely affect you.
9. **If you take responsibility for obtaining approval yourself**, we will explain each step, tell you where to find the forms, give you expected timeframes and deadlines, provide contact details for follow-up, and flag any potential problems. If your application is rejected after you have signed a contract with us, you may terminate, and **we will refund you less the reasonable expenses we have incurred to that point.**
10. Approval is at the discretion of the Network Operator. It may impose conditions, including limits on system size or on export capacity (including zero export). If those conditions materially change the System or its cost, clause 5.3 or clause 13.3 may apply.

Commissioning, handover and ongoing support

15.1 Post-installation inspection and handover

1. We carry out a **post-installation inspection** before your System is handed over.
2. **Before your System is activated**, we will give you comprehensive information for its safe, effective operation, maintenance and optimisation, together with all required certificates and warranty documentation.
3. We will show you how to use the System and assess the benefit you are getting from it, by providing **written instructions**, giving you a **demonstration**, and setting you up with **access to a monitoring platform**.
4. We will explain any obligations you have to enable the System to work — for example, maintaining an internet connection we are able to access.

15.2 Ongoing monthly communication and support

1. We provide **ongoing monthly communication and support** in relation to your System. This includes periodic contact from us, and access to our team for questions about your System's operation and performance.
2. This support is provided on a reasonable-endeavours basis during business hours. It is **[included in the price of your System / provided for a period of [X] months from commissioning]**.
3. Ongoing support does **not** include: physical servicing or cleaning visits; rectification of faults not covered by clause 20; or works chargeable under clause 12.2.
4. Where we provide an ongoing service and we are permitted to change its price, we will tell you **no later than 5 business days** before the change takes effect.
5. You may opt out of monthly communications at any time. Doing so does not affect your warranty rights under clauses 19, 20 or 22.

15.3 Monitoring platforms

1. Monitoring platforms are provided by the equipment manufacturer, not by us. Their availability and functionality are the manufacturer's responsibility.
2. Monitoring depends on your internet connection. We are not responsible for loss of monitoring data caused by internet outages or changes to your network, router or password.

Delays and timeframes

1. We will deliver and install within the timeframe specified in your contract.

2. **If we fail to meet that timeframe, you are entitled to terminate the contract and we will refund you in full.** This does not apply where the delay was caused by circumstances that were identified in your contract as outside our control.
 3. Circumstances outside our control that may cause delay include equipment supply disruption, extreme weather, Network Operator processing times, and Energy Supplier processing times. Your Quote will identify these.
 4. If a delay is caused by you — including unavailability, unobtained consents, or failure to provide access — we may reschedule and charge a reasonable fee.
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Cooling off, termination and refunds

17.1 Cooling off

1. **If this agreement is an unsolicited consumer agreement under the ACL** — broadly, one that resulted from unsolicited contact at your home, workplace, by telephone, or anywhere other than our business premises — **you have 10 business days from signing to terminate it without penalty.** See the notice at the top of this document.
2. During any cooling-off period we will not begin work or accept payment, except as permitted by law.
3. Nothing in these Terms limits any cooling-off right you have under law.

17.2 When you are entitled to a full refund

You are entitled to terminate and receive a **full refund** if:

- you reject the site-specific design or performance estimate within 10 business days of receiving it as a first deliverable (clause 5.2);
- we significantly change the installation design and you do not accept the change (clause 5.3);
- the Owners Corporation refuses consent in the circumstances described in clause 11.2;
- site conditions beyond our control create extra chargeable work and we are unwilling to bear the cost (clause 13.3);
- we obtain network approval on your behalf and approval is not granted (clause 14.3);
- we fail to meet the installation timeframe in your contract, other than for reasons identified as outside our control (clause 16.2).

17.3 Cancellation by you in other circumstances

1. Outside any cooling-off period, and outside clause 17.2, if you cancel after we have accepted your order, **we may charge a cancellation fee.**

2. **Any cancellation fee we charge will be reasonable and limited to the costs we have actually incurred** — for example, equipment ordered specifically for your System, restocking charges, design work, and network application fees. We will specify these in your contract.
3. We will not charge a cancellation fee that exceeds our reasonable costs.

17.4 Cancellation by us

We may cancel by written notice if the Site is unsuitable or unsafe, if you fail to pay an amount when due, or if you fail to provide access or consents. If we cancel for a reason that is not your fault, we will refund amounts you have paid, less the reasonable cost of work already performed.

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Risk and ownership of goods

1. **Risk** in the Goods passes to you on delivery to the Site or on completion of installation, whichever is earlier.
2. **Title** in the Goods does not pass to you until we have received payment in full. Until then, we retain ownership and you hold the Goods as bailee.
3. If payment is not made, we reserve the right, subject to law, to enter the Site and recover the Goods.
4. This clause constitutes a "Purchase Money Security Interest" (PMSI) under the *Personal Property Securities Act 2009 (Cth)*.
5. You must insure the Goods from the time risk passes to you.

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Manufacturer warranties

1. The Goods are covered by the original manufacturer's warranty. The standard warranty periods for the products we install are:

COMPONENT	WARRANTY PERIOD	PROVIDED BY
Solar panels	25 years	Manufacturer
Inverter	10 years	Manufacturer
Battery	Per manufacturer (typically 10 years)	Manufacturer
Installation workmanship	5 years	Weglow (see clause 20)

The exact periods, and the terms attaching to them, are set out in your Quote and in the manufacturer's documentation.

1. **Solar panels typically carry two separate warranties:** a *product* warranty covering manufacturing defects, and a *performance* warranty covering the panel's output over time. These periods may differ. Your Quote will state both.
 2. Manufacturer warranties are **given by the manufacturer, not by us**. Weglow does not itself guarantee the 25-year panel warranty or the 10-year inverter warranty; these are the manufacturer's obligations, and are subject to the manufacturer continuing to honour them.
 3. **We will be your first point of contact for any warranty claim.** We will respond promptly, and within a reasonable timeframe implement repairs or replacements, remedy service issues, or provide compensation. We will lodge and manage the claim with the manufacturer on your behalf.
 4. **We will give you the name and contact details of our supplier,** so that you can pursue your consumer guarantee rights under the ACL directly against them if you wish, or if for any reason you cannot contact us.
 5. Manufacturer warranties are subject to their own terms and exclusions, and typically require that the System is installed and operated in accordance with the manufacturer's instructions. **Common exclusions include damage caused by flood, fire, lightning, storm and pests,** and damage caused by unauthorised modification. We will draw your attention to any exclusion that is materially relevant to your Site.
 6. Some manufacturer warranties require product registration. Where registration is your responsibility, we will tell you.
 7. Nothing in this clause limits your rights under clause 22. **Your consumer guarantee rights under the Australian Consumer Law may extend beyond the expiry of any manufacturer warranty period.**
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Our workmanship warranty

1. **We warrant our installation workmanship, and the labour associated with it, for a period of 5 years from the date of commissioning.** This meets or exceeds the minimum period set by the NETCC Administrator for this technology.
2. This warranty covers the operation and performance of the System insofar as it relates to our work — including the quality of the installation, mounting, wiring, and commissioning. It does not cover the Goods themselves, which are covered by clause 19.
3. **Within the 5-year labour warranty period, we will not charge you for the labour involved in diagnosing or rectifying a defect in our workmanship.** Where a manufacturer warranty claim arises within this period, we will not charge you for our labour in attending, diagnosing, removing or reinstalling the affected equipment, even though the equipment itself is the manufacturer's responsibility.
4. **Your rights under this warranty are in addition to the consumer guarantees you have under the Australian Consumer Law. Those guarantees are not excluded or replaced by this contract.**

5. To claim, contact us in writing with a description of the issue. We will attend and, where the defect is covered, rectify it at no cost to you.
6. Where we attend and the fault is not a defect in our workmanship, and is not the subject of a valid manufacturer warranty claim — for example, it is caused by a third party, a change in your electricity retailer or tariff, an internet fault, or ordinary use — a service fee may apply. We will tell you before attending if a fee is likely.
7. After the 5-year labour warranty expires, manufacturer warranties on the Goods continue for their remaining term, but **labour, travel and call-out costs to service a warranty claim will be chargeable** unless the manufacturer covers them.

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Warranty exclusions

Our workmanship warranty does not cover:

1. Damage caused by flood, fire, storm, lightning, hail, or other natural events occurring after supply.
2. Damage caused by pests, vermin or animals.
3. Damage caused by you or a third party (excluding our agents and employees), including unauthorised modification, repair, or relocation of the System.
4. Faults arising from your existing electrical infrastructure that were not part of the work we performed.
5. Normal wear and tear, or gradual reduction in output that falls within the manufacturer's published performance specification.
6. Loss of performance caused by shading, soiling, or changes to your property after installation.
7. Any System serviced or modified by a person who is not licensed and accredited.

Nothing in this clause limits your rights under clause 22.

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Australian Consumer Law guarantees

Your rights under the ACL

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the services and to cancel the contract for the supply of the goods.

You are also entitled to a replacement or refund for a major failure with the goods, and compensation for any other reasonably foreseeable loss or damage. If the goods fail to be of acceptable quality and the failure does not amount to a major failure, you are entitled to have the goods repaired or replaced.

1. Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy you have under the ACL or any other law that cannot be excluded.
2. To the extent permitted by law, our liability for breach of a non-excludable guarantee is limited (at our option) to replacing the goods, supplying equivalent goods, repairing the goods, resupplying the services, or paying the cost of doing so.
3. In some circumstances you may not be entitled to a consumer guarantee remedy — for example, where the claim arises from something a third party (other than our agents or employees) said or did, or from something beyond human control that happened after supply, such as an extreme weather event.

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Estimates of savings and performance

1. Every Quote includes a **site-specific performance estimate**, which is reasonably based and, where available, drawn from reputable sources.
2. If we claim you are likely to achieve a favourable return on your investment, our Quote will include a return-on-investment calculation and will set out the assumptions behind it, including system design and output, government and non-government incentives, energy prices and usage, financing costs, maintenance costs, end-of-life costs, and any other relevant factors.
3. **Our calculation is an estimate only. If our assumptions prove not to be correct, you may not achieve the estimated return.**
4. Actual results depend on factors outside our control, including weather, shading, your consumption patterns, changes to your electricity tariff, changes to feed-in tariffs, and changes to government policy.
5. We are not licensed to provide financial or tax advice. If you require advice on the financial merits of a System, please consult a licensed adviser.

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Your responsibilities

You agree to:

1. Provide accurate information about your property, your electricity usage, and your electricity account.
2. Obtain all necessary consents from owners, landlords, bodies corporate, and local authorities.
3. Provide safe access to the Site on the installation date.
4. Disclose known hazards at the Site.

5. Operate and maintain the System in accordance with the manufacturer's instructions.
 6. Maintain any internet connection required for monitoring.
 7. Not modify, relocate, or repair the System other than through a licensed and accredited person.
 8. Keep the System reasonably clean and clear of shading and debris.
 9. Notify us promptly of any fault, alarm or unexpected behaviour of the System.
 10. Contact your Energy Supplier to confirm what pricing applies after installation.
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If you move premises

If your contract with us includes a lock-in period with early termination fees, the services are not transferable to another property, you sell or move out, and the new occupier agrees to take over your contract — **we will agree to the substitution and will not charge you early termination fees**, unless we have a reasonable basis for refusing to contract with that occupier.

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Limitation of liability

1. To the maximum extent permitted by law, our total liability arising out of or in connection with your Quote or these Terms is limited to the amount you paid us for the System.
 2. We are not liable for indirect, incidental, special, consequential or punitive damages, including loss of profit, loss of revenue, loss of expected savings, loss of data, or downtime.
 3. Nothing in this clause limits any liability that cannot be excluded under the ACL, or any right you have under the NETCC.
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Force majeure

We are not liable for any failure or delay in performing our obligations caused by events beyond our reasonable control, including natural disasters, floods, storms, pandemics, government or regulatory action, Network Operator decisions, strikes, supply chain disruption, and technology outages — **provided those circumstances were identified in your contract**. Clause 16.2 sets out your rights where they were not.

Intellectual property

All content on the Weglow website and in our proposals (including text, images, logos, brand elements, system designs and modelling) is owned by us or our licensors and is protected by copyright. You may not copy, reproduce, modify, distribute or use any of this content for commercial purposes without our written permission.

Privacy

1. We comply with the *Privacy Act 1988 (Cth)* and take reasonable steps to keep your personal information safe.
 2. We will only use your personal information:
 3. to provide you with a requested quote or to carry out our obligations under your contract;
 4. for future marketing of related products and services, or to provide information you might reasonably expect from us;
 5. to provide it to a third party where you have given express permission.
 6. Every marketing communication we send will include a clear, prominent and simple way to opt out.
 7. We comply with the *Do Not Call Register Act 2006 (Cth)* and associated telemarketing standards, and we respect "Do Not Knock" and "No Hawkers" signage.
 8. Our full [Privacy Policy](#) forms part of these Terms.
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Complaints and disputes

1. If you are dissatisfied with anything we have offered or supplied — including the sales process, a salesperson, or how we handled an earlier complaint — please contact us at info@weglow.com.au or (07) 5238 8001.
2. We will handle your complaint fairly, promptly and transparently:
 3. we will acknowledge it as soon as possible and tell you when to expect a response;
 4. we will log it and begin investigating promptly;
 5. we aim to respond **within 15 business days**. If we can't, we will tell you before those 15 business days are up and give you a progress update;
 6. we will provide a final response **within 25 business days**, unless we both agree to an extension.
7. **If you are not satisfied with our response, you can escalate.** You may take your complaint to:

8. the **NETCC Administrator** — newenergytech.org.au/make-a-complaint
9. the **Energy and Water Ombudsman Queensland** — ewoq.com.au
10. the **Queensland Office of Fair Trading**
11. the **Australian Competition and Consumer Commission**
12. Nothing in this clause prevents either party from seeking urgent relief from a court.

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Changes to these terms

We may update these Terms from time to time. The version in force at the time your contract is formed will apply to that contract. The latest version is always available on our website.

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Governing law

1. These Terms are governed by the laws of the State of Queensland, Australia.
2. You and we submit to the non-exclusive jurisdiction of the courts of Queensland.

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Contact us

Weglow Pty Ltd ABN: 76 668 417 874 NETCC Approved Seller · CER-accredited STC agent

Address: 3C/11 Sunshine Beach Road, Noosa Heads QLD 4567 Phone: (07) 5238 8001 Email: info@weglow.com.au Web: weglow.com.au

These Terms were last updated on [DATE].

Weglow Pty Ltd · ABN 76 668 417 874

3C/11 Sunshine Beach Road, Noosa Heads QLD 4567

(07) 5238 8001 · info@weglow.com.au · weglow.com.au

NETCC Approved Seller · Accredited agent of the Clean Energy Regulator for the creation of Small-scale Technology Certificates.