

WHITI ENERGY

SOLAR INSTALLATIONS | TERMS OF SERVICE & TERMS OF TRADE

Combined customer quotation conditions • Effective date: [Insert date]

Contracting business: [Insert legal entity shown on quotation] | Quote reference: [Insert]

1. Application and acceptance

These conditions apply to solar photovoltaic (PV), battery storage, off-grid systems and associated electrical works described in the accepted quotation. Acceptance of the quotation or written instruction to proceed confirms agreement to these conditions, subject to applicable law. The quotation must identify the legal contracting business. Where Whiti Energy designs or coordinates work and another business performs the installation, the parties' respective responsibilities must be clearly identified.

2. Quotations, pricing and scope

Quotations are valid for 30 days unless otherwise stated. Pricing is based on the quoted scope, available site information and conditions observed at assessment. Prices and GST treatment are as stated in the quotation. Work not expressly included is excluded. Additional work arising from unforeseen conditions or customer requests will be explained and priced for approval before proceeding, except urgent safety measures permitted by law.

3. Payment terms

Deposits, progress payments and final payment dates are as specified in the quotation and invoices. Payment is due on the stated date. Any interest, debt-recovery charges or other fees apply only if expressly agreed and lawfully recoverable. Deposits and cancellation amounts remain subject to applicable consumer law.

4. Installation standards and certification

Prescribed electrical work will be performed by appropriately authorised electrical workers in accordance with applicable New Zealand electrical legislation, regulations, cited AS/NZS standards and manufacturer installation instructions. Required testing, Certificates of Compliance, Electrical Safety Certificates and inspection records will be provided where legally required. Unsafe or non-compliant equipment may not be energised until made safe.

5. Equipment and substitutions

Equipment will be supplied as specified in the quotation. If a product becomes unavailable, a reasonably equivalent substitute may be proposed but will not be used without customer approval. Manufacturer warranties apply separately to the relevant products.

6. Solar performance estimates

Solar generation, energy consumption, savings, payback periods and battery performance are estimates based on modelling, assumptions and available information. Actual results vary with weather, shading, seasonal conditions, equipment operation, electricity use, tariffs and network restrictions. No minimum generation, savings or payback is guaranteed unless separately agreed in writing.

7. Roof, structure and site conditions

The quotation assumes the roof, supporting structure and installation area are suitable unless otherwise stated. Roof repairs, structural assessments or strengthening, asbestos removal, switchboard upgrades and other building work are excluded unless specifically included. Installation will follow applicable mounting-system requirements. The contractor remains responsible for damage caused by its defective workmanship, subject to applicable law.

8. Grid connection and export

Grid-connected systems are subject to the relevant distribution network operator's connection and export requirements. Export limits and approvals are not guaranteed. Additional network charges or infrastructure upgrades are excluded unless specifically included in the quotation.

9. Battery storage and backup

Usable battery capacity, backup duration and power output depend on the installed configuration, battery state of charge, equipment limits and connected loads. Backup may serve only nominated circuits and may not support every appliance simultaneously. Continuous supply during an outage is not guaranteed.

10. Off-grid installations

Off-grid systems are designed using estimated loads, generation, seasonal conditions and agreed operating requirements. Electricity availability depends on sunlight, battery charge, consumption and any generator supply. Customers must operate within the system design limits. Fuel, generator servicing and routine operation are the customer's responsibility unless otherwise agreed.

11. Five-year workmanship warranty

A five-year workmanship warranty applies from practical completion to defects directly caused by installation workmanship under this contract. Covered defects will be rectified at no additional cost. The warranty does not cover unrelated equipment failures, misuse, unauthorised modifications, third-party work or external damage. Manufacturer warranties are separate. Statutory consumer rights are not limited by this warranty. The contracting business named in the quotation is responsible for its contractual warranty obligations.

12. Timing and delays

Installation dates and completion timeframes are estimates unless expressly agreed as fixed. Weather, site conditions, supply delays, inspections and network approvals may affect scheduling. Material delays will be communicated and reasonable steps taken to minimise disruption. Statutory rights concerning reasonable completion times remain unaffected.

13. Customer responsibilities

The customer must provide safe and reasonable access to the property, roof, switchboards and equipment; disclose known structural, electrical, hazardous-material or access issues; and obtain necessary owner or third-party permissions unless otherwise agreed. Customers must not interfere with electrical safety devices or system components.

14. Monitoring, connectivity and maintenance

Remote monitoring requires suitable Wi-Fi, Ethernet or compatible cellular service. Unless included in the quotation, ongoing connectivity and data costs are the customer's responsibility. Remote monitoring is not continuous emergency or fault-response monitoring. Customers are responsible for reasonable routine care under manufacturer recommendations; non-warranty maintenance and cleaning may be charged separately.

15. Variations and cancellation

Changes to scope, equipment, design, price or completion dates must be documented and approved before the changed work proceeds, except urgent safety action permitted by law. On cancellation, reasonable evidenced costs already incurred and other lawfully recoverable agreed charges may apply. Refunds and remedies remain subject to applicable law.

16. Disputes and governing law

Concerns should first be raised with the contracting business so the parties can attempt resolution. Unresolved matters may be referred to mediation, the Disputes Tribunal or another appropriate forum. New Zealand law governs these terms.

17. Consumer protections

Nothing in these conditions excludes or limits rights or remedies that cannot lawfully be excluded, including applicable rights under the Consumer Guarantees Act 1993 and Fair Trading Act 1986.

Whiti Energy Limited | service@whitienergy.co.nz | 021 189 5794

Draft for business review. Confirm the contracting entity, deposit schedule and any project-specific exclusions; obtain New Zealand legal review before use.