

SolarX Prime Care Plan

Terms and Conditions

These Terms and Conditions apply to the SolarX Prime Care Plan provided by SolarX Engineering Pty Ltd.

1. Agreement and Plan Structure

1.1 Agreement

By signing up to a SolarX Prime Care Plan, the customer agrees to these Terms and Conditions and to the selected plan details, including the price, services, service limits, payment schedule and minimum service period.

The SolarX Prime Care Plan is a solar and battery maintenance, monitoring and support service. It is not an insurance policy, not a replacement manufacturer warranty, and not a guarantee that the solar or battery system will never fail.

1.2 Available Plans

SolarX may offer different care plans depending on the system size and customer requirements.

SolarX Starter Plan

For solar systems up to 5 kW.

Includes, subject to these Terms and Conditions:

- Basic system monitoring
 - One annual maintenance visit per year
 - One solar panel clean per year
 - Basic system health check
 - 10% discount on standard SolarX call-out fees
 - 10% discount on eligible energy-efficient upgrades
-

SolarX Care Plan

For solar systems up to 13 kW.

Includes, subject to these Terms and Conditions:

- Smart energy monitoring
 - One annual maintenance visit per year
 - One solar panel clean per year
 - PV inverter testing during the annual maintenance visit
 - System performance check
 - 10% discount on standard SolarX call-out fees
 - 10% discount on eligible energy-efficient upgrades
-

SolarX Care+ Business Plan

For solar systems over 13 kW.

Includes, subject to these Terms and Conditions and any agreed commercial service schedule:

- Energy monitoring support
- One annual maintenance visit per year, unless otherwise agreed in writing
- One solar panel clean per year, unless otherwise agreed in writing
- Commercial maintenance support
- Dedicated support
- System performance review
- 10% discount on standard SolarX call-out fees, unless otherwise agreed in writing
- Custom service schedule where agreed in writing

For business and commercial plans, SolarX may issue a separate service schedule setting out the included visit, cleaning allowance, site access requirements and any special conditions.

2. Included Services

2.1 General Included Services

Depending on the selected plan, the SolarX Prime Care Plan may include:

1. One annual maintenance visit per year.

2. One solar panel clean per year.
3. Solar system visual inspection.
4. Inverter check.
5. Battery check, where applicable.
6. Solar panel inspection.
7. Mounting and visible cabling inspection.
8. Basic isolator and switchgear visual check.
9. Monitoring review, where compatible monitoring access is available.
10. Basic system performance report.
11. Fault diagnosis during the included annual maintenance visit.
12. Priority service booking.
13. Assistance with manufacturer warranty claims.
14. Discount on eligible SolarX upgrade work.

Only the services specifically included in the selected plan or Plan Schedule are included.

2.2 Annual Maintenance Visit

Where an annual maintenance visit is included, the customer is entitled to one annual maintenance visit during each 12-month service period.

The annual maintenance visit may include:

1. Visual inspection of the solar panels.
2. Visual inspection of the inverter.
3. Visual inspection of the battery system, where applicable.
4. Visual inspection of accessible mounting equipment.
5. Visual inspection of accessible cabling and isolators.
6. Review of visible warning lights, alerts or error messages.
7. Basic performance review based on available system data.
8. Basic service report.

The annual maintenance visit does not roll over if unused, unless SolarX was responsible for failing to provide the visit after the customer gave reasonable access and cooperation.

The annual maintenance visit does not include major repairs, replacement parts, roof repairs, switchboard upgrades, full electrical compliance audits or specialised access equipment unless expressly agreed in writing.

2.3 Annual Solar Panel Clean

Where solar panel cleaning is included, the customer is entitled to one solar panel clean during each 12-month service period.

The included solar panel clean is limited to the covered solar system and safely accessible panels.

The annual solar panel clean does not roll over if unused, unless SolarX was responsible for failing to provide the clean after the customer gave reasonable access and cooperation.

Additional cleaning visits are not included and may be quoted separately.

2.4 Priority Booking

Customers on a SolarX Prime Care Plan may receive priority booking for service requests.

Priority booking does not guarantee same-day attendance, emergency attendance or attendance within a fixed timeframe.

Service timing depends on technician availability, location, weather, site safety, equipment availability and the seriousness of the issue.

3. Monitoring, Cleaning, Call-Outs and Repairs

3.1 Monitoring

Monitoring is only available where the customer's solar or battery system supports remote monitoring and where SolarX has been given access to the relevant monitoring platform.

The customer must maintain:

1. Internet connection.
2. Monitoring account access.
3. Wi-Fi or data connection to the inverter or battery.
4. Correct app or portal access.
5. Permission for SolarX to access relevant monitoring information.

SolarX monitoring is not continuous emergency monitoring. SolarX does not guarantee that every fault, shutdown or loss of production will be detected immediately.

The customer remains responsible for checking the system and notifying SolarX of visible faults, warning lights, error messages or major performance drops.

SolarX is not responsible for monitoring interruptions caused by internet failure, Wi-Fi issues, manufacturer platform outages, third-party software, lost account access or circumstances outside SolarX's reasonable control.

3.2 Solar Panel Cleaning Limits

Where solar panel cleaning is included, it is limited to one clean per 12-month service period and only applies to safely accessible panels on the covered solar system.

Cleaning does not include:

1. Roof repairs.
2. Gutter cleaning.
3. Bird proofing.
4. Pest removal.
5. Heavy stain removal.
6. Paint, cement, lichen or chemical removal.
7. Cleaning unsafe or inaccessible panels.
8. Additional panels beyond the covered system.
9. Any work requiring scaffolding, boom lift or specialised access equipment unless agreed in writing.

SolarX may refuse, delay or postpone cleaning where the roof, access, weather or site conditions are unsafe.

SolarX does not guarantee a specific production increase after cleaning. Actual results depend on dirt levels, weather, shading, the condition and status of the panels at the time of cleaning, system condition and other factors.

3.3 Call-Outs

A standard call-out means a service attendance during normal business hours for inspection, basic diagnosis or review of the covered solar or battery system.

Call-outs are not included as free visits unless expressly stated in the selected plan or Plan Schedule.

Customers on a SolarX Prime Care Plan receive a 10% discount on standard SolarX call-out fees, unless otherwise stated in writing.

Unless expressly stated in writing, call-out fees do not include:

1. Replacement parts.
2. Major repair work.
3. Inverter replacement.
4. Battery replacement.
5. Panel replacement.
6. Switchboard upgrade.
7. Roof repair.
8. Scaffolding or special access equipment.
9. After-hours emergency work.
10. Work caused by storm, fire, flood, pest damage, misuse or third-party work.

Additional work may be quoted separately before being carried out.

3.4 Repairs and Replacement Parts

The SolarX Prime Care Plan does not include replacement parts or major repair work unless expressly stated in writing.

The following are charged separately unless covered by an approved manufacturer warranty or expressly included in writing:

1. Replacement panels.
2. Replacement inverter.
3. Replacement battery.
4. Replacement isolators.
5. Replacement cabling.
6. Electrical repair work.
7. Switchboard work.
8. Manufacturer labour charges.
9. Freight or warranty processing fees.
10. Special access equipment.
11. Roof, gutter, ceiling or building repairs.
12. Any upgrade or modification work.

SolarX will seek customer approval before carrying out separately chargeable work, except where urgent safety action is required.

3.5 Urgent Safety Action

If SolarX identifies an urgent safety issue, SolarX may take reasonable steps to make the system safe.

This may include switching off equipment, isolating unsafe components or recommending that the customer stop using the system until repairs are completed.

Any repair work, replacement parts, specialised access or follow-up attendance may be charged separately unless covered by the selected plan or approved warranty.

4. Payments, Fees, Price Changes and Cancellation

4.1 Plan Fees

The customer must pay the plan fee according to the selected payment schedule stated in the Plan Schedule.

The payment schedule may be weekly, fortnightly, monthly or annual, depending on the plan selected and approved by SolarX.

All prices are inclusive of GST unless stated otherwise.

4.2 Minimum Service Period

The SolarX Prime Care Plan has a minimum service period of 24 months from the plan commencement date.

The customer agrees to remain on the selected plan and pay the plan fees for the full 24-month minimum service period, subject to any rights the customer may have under Australian Consumer Law.

After the 24-month minimum service period ends, the plan will continue on a month-to-month basis unless cancelled by the customer or SolarX Engineering Pty Ltd in accordance with these Terms and Conditions.

4.3 Recurring Payments

Where the plan is paid weekly, fortnightly or monthly, the customer authorises SolarX or its payment provider to process recurring payments.

The customer must keep payment details current and ensure sufficient funds are available.

If payment fails, SolarX may attempt to process the payment again and may recover reasonable payment processing, dishonour or administration costs.

4.4 Overdue Payments

If the customer remains overdue, SolarX may:

1. Notify the customer of the overdue amount.
2. Request payment.
3. Suspend non-urgent services until the account is brought up to date.
4. Cancel or terminate the plan in accordance with these Terms and Conditions if non-payment continues.

Suspension of services does not remove the customer's obligation to pay amounts already due.

4.5 Price Changes

SolarX will not increase the plan price during the initial 24-month minimum service period unless:

1. The customer changes plan.
2. The system size or service requirements change.
3. A tax, law or regulatory cost changes.
4. The customer agrees in writing.

After the 24-month minimum service period, SolarX may change the plan price by giving at least 30 days' written notice.

If the customer does not accept the new price after the minimum term, the customer may cancel before the new price starts.

4.6 Cancellation During Term

The customer may request cancellation by giving written notice to SolarX.

If the customer cancels during the 24-month minimum service period without a valid legal reason, the customer must pay:

1. All unpaid fees up to the cancellation date; plus

2. An early cancellation fee equal to 30% of the remaining plan fees for the rest of the 24-month minimum service period.

Example:

If the customer has 10 months remaining on the minimum term, the early cancellation fee will be 30% of those remaining 10 months of plan fees.

No early cancellation fee applies where:

1. SolarX seriously breaches the agreement and does not fix the issue within a reasonable time.
2. SolarX can no longer provide the main services.
3. The customer has a legal right to cancel under Australian Consumer Law.
4. SolarX agrees in writing to waive the fee.
5. The customer sells the property and the new owner takes over the plan with SolarX approval.

4.7 Cancellation After the Minimum Term

After the 24-month minimum service period, the customer may cancel the plan by giving 30 days' written notice.

No early cancellation fee applies after the minimum service period has ended.

4.8 Termination by SolarX

SolarX may terminate the plan by written notice if:

1. The customer repeatedly fails to pay.
2. The customer provides false or misleading information.
3. The customer refuses safe access.
4. The customer abuses, threatens or harasses SolarX staff or contractors.
5. The system is modified in a way that prevents SolarX from providing the service.
6. Continuing the service would be unsafe, unlawful or unreasonable.
7. SolarX stops offering the plan.

Where SolarX terminates without customer fault, SolarX will refund any prepaid amount for services not yet provided.

4.9 Property Sale and Plan Transfer

The plan does not automatically transfer if the customer sells the property.

The customer may request to transfer the plan to the new property owner.

Transfer is subject to:

1. SolarX approval.
2. The new owner accepting these Terms and Conditions.
3. Updated payment details.
4. The system remaining eligible for coverage.

Until the transfer is completed, the original customer remains responsible for the plan.

5. Customer Responsibilities, Access and Safety

5.1 Customer Responsibilities

The customer must:

1. Provide safe and reasonable access to the property.
2. Keep payment details up to date.
3. Maintain internet access where monitoring is included.
4. Provide access to monitoring apps or portals.
5. Report known faults, damage or safety concerns promptly.
6. Not attempt electrical repairs.
7. Not allow unauthorised persons to modify the system.
8. Keep trees and shading reasonably managed.
9. Notify SolarX if the system is changed, damaged or removed.
10. Provide accurate information about the system and property.

If the customer does not meet these responsibilities, SolarX may limit, suspend or refuse services where the issue prevents SolarX from properly providing the plan.

5.2 Safe Access

SolarX may refuse, delay or stop work where it considers the site unsafe.

This includes:

1. Unsafe roof access.
2. Bad weather.
3. Fragile roofing.
4. Steep roof pitch.
5. Asbestos risk.
6. Unsafe electrical equipment.
7. Aggressive animals.
8. Unsafe ladders or access points.
9. Any other safety concern.

If special access equipment is required, such as scaffolding, boom lift or roof safety equipment, this is not included in the plan unless agreed in writing.

5.3 Missed Appointments

The customer must provide access at the agreed appointment time.

If the customer is not available or access is not provided, SolarX may charge a reasonable missed appointment fee.

No fee applies where the customer gives reasonable notice or where the missed appointment was caused by an emergency or circumstances outside the customer's control.

6. Exclusions, Warranties and Performance Limits

6.1 General Exclusions

The SolarX Prime Care Plan does not cover faults, damage or costs caused by:

1. Storm, hail, lightning, flood, fire or natural disaster.
2. Power surges or electricity network events.
3. Pest, bird, rodent or insect damage.
4. Theft, vandalism or malicious damage.
5. Misuse, neglect or accidental damage.
6. Work performed by another installer, electrician or contractor.
7. Unauthorised modification of the system.
8. Internet, Wi-Fi or monitoring platform failure.
9. Manufacturer faults or recalls.

10. Roof leaks, roof damage or building defects.
11. Asbestos or hazardous material.
12. Tree shading, vegetation or environmental obstruction.
13. Pre-existing faults before the plan started.
14. Normal wear and tear.
15. Equipment age or degradation.
16. Anything outside SolarX's reasonable control.

SolarX may still offer to repair or inspect excluded issues for an additional quoted fee.

6.2 Manufacturer Warranty Assistance

Replacement of major system components is generally covered under the applicable manufacturer's warranty only where:

1. The equipment remains within the warranty period.
2. The manufacturer accepts the claim.
3. The manufacturer agrees that the fault is covered.
4. The customer has complied with the manufacturer's warranty requirements.

The SolarX Prime Care Plan is not a product warranty and does not provide warranty coverage for equipment failures.

SolarX may assist the customer with manufacturer warranty claims by helping collect information, photos, system data and documents.

However, SolarX does not control the manufacturer's decision and does not guarantee that any warranty claim will be approved.

Manufacturer warranty terms, exclusions, response times and replacement decisions remain controlled by the manufacturer.

Any labour, access, freight, administration fees or replacement costs not covered by the manufacturer may be charged separately.

6.3 No Production or Savings Guarantee

SolarX does not guarantee:

1. A specific solar production increase.
2. A specific electricity bill saving.
3. A specific battery performance result.
4. A specific payback period.

5. A specific return on investment.
6. A specific cleaning result.
7. A specific system uptime.

Solar production and savings depend on many factors, including weather, shading, panel condition, electricity use, tariffs, network limits, battery settings, equipment age and system design.

Any performance estimate is general only unless separately guaranteed in writing.

7. Legal Rights, Liability, Privacy and Disputes

7.1 Australian Consumer Law

Nothing in these Terms and Conditions excludes, limits or changes any rights the customer has under Australian Consumer Law.

SolarX services come with guarantees that cannot be excluded, including that services will be provided with due care and skill, will be fit for the agreed purpose and will be provided within a reasonable time.

If there is a major failure with the service, the customer may have rights to cancel the service and receive a refund for the unused portion, as well as other remedies available under law.

7.2 Limitation of Liability

To the extent permitted by law, SolarX is not responsible for indirect or consequential loss, including loss of solar production, lost savings, business interruption, manufacturer delays, monitoring platform failure or electricity retailer/network issues.

SolarX remains responsible for loss caused by its negligence, breach of these Terms and Conditions or failure to comply with non-excludable legal obligations.

7.3 Privacy and Monitoring Data

SolarX may collect and use customer information, property details, system information and monitoring data to provide the care plan services.

SolarX may share relevant information with employees, contractors, payment providers, manufacturers or warranty agents where reasonably necessary to provide the service.

SolarX will handle personal information in accordance with applicable privacy laws.

7.4 Complaints

If the customer has a complaint, they should contact SolarX in writing and provide:

1. Customer name.
2. Property address.
3. Details of the issue.
4. Photos or error messages where relevant.
5. Requested outcome.

SolarX will review the complaint and attempt to respond within a reasonable time.

7.5 Changes to These Terms

SolarX may update these Terms and Conditions where reasonably necessary.

During the 24-month minimum service period, SolarX will not make a change that materially reduces the included services or unfairly disadvantages the customer unless the customer agrees or is allowed to cancel without an early cancellation fee.

7.6 Governing Law

These Terms and Conditions are governed by the laws of the State or Territory where the service property is located.
