



Terms and Conditions – Energy Efficiency Products or Services

Overview

Independent Energy is committed to providing its clients with ongoing opportunities to manage and reduce their energy spend. We will from time to time recommend products and/ or services to clients by way of a written proposal. Independent Energy, while endorsing these products and/ or services is in no way contractually responsible for their delivery or any ongoing processes such as warranty support etc. Proposals will include Independent Energy's charges for facilitating the offer. These charges are payable directly by the client to Independent Energy upon signing of the proposal. Independent Energy receives no monies from any supplier it recommends to its clients.

Estimated Savings

- 1) Savings and payback estimates are based upon the following assumptions:
 - a) Energy bills provided to Independent Energy for initial analysis are indicative of an average monthly spend.
 - b) Energy consumption patterns remain the same for the term of the proposal.
 - c) Calculated differences between current product and replacement product energy consumption as provided by the manufacturers
 - d) Estimated reductions in energy use based upon reasonable usage/ adherence to published processes.

Liability and invoicing

- 2) The Client and Supplier both acknowledge that Independent Energy holds no responsibility for the payment of Accounts related to the provision of products and/ or services that Independent Energy has recommended by way of a written proposal and that should the Client not pay on or before the due date of their invoices, any discounts lost, collection fees, or any and all other costs or damages incurred by the Client are in no way the liability of Independent Energy.
- 3) Independent Energy cannot be held responsible for any costs or damages incurred by the Client for events outside Independent Energy control, including Supplier performance and warranty claims.

Management fee payment

- 4) Independent Energy will bill the Client for the provision of its advice and management in accordance with the agreed billing format in the proposal.
- 5) The Client acknowledges that payments to Independent Energy should be made in cleared funds. Any penalty charges incurred by Independent Energy will be recovered directly from the client.

General

- 6) Independent Energy will only use reputable suppliers with proven capability to supply the agreed goods and/or services to the Client.
- 6a) Email acceptance of any offer from IE to the client is deemed as acceptable proof of agreement to contract the recommended products and/ or services.

Supplier right of refusal

- 7) All proposals provided by Independent Energy have a Supplier right of refusal. In some instances suppliers may wish to undertake further consultation with the Client directly. This process may only happen after a Client has signed the proposal.

Installation

- 8) Where products are offered as supply only Independent Energy will provide installation price guidelines. Independent Energy will not undertake to arrange or manage the installation of any product. Where installation is included in the provided pricing it is the sole responsibility of the Supplier to manage this.