

# Supplier Accreditation Application Form

## Instructions

This form should be completed by suppliers of clean energy products seeking accreditation with Solaris Finance to offer finance solutions to commercial clients.

All information requested is in relation to the supplier's business operations and product range. Please answer all applicable questions and provide as much detail as possible to avoid an extended assessment period. Once completed please email the form to [contact@solarisfinance.com.au](mailto:contact@solarisfinance.com.au).

Please note: completion of this form is a requirement of the Solaris Finance accreditation process.

### SUPPLIER DETAILS

Company name

Contact name

Email

Phone

ACN

ABN

Street address:

Website

Years est

Installations are completed by:

Direct employees/In-house

CEC accredited:

Yes  No

Licence number:

Sub-contractors

Yes  No

Installation warranty and/or workmanship guarantee length (in years):

Provide details on prospective opportunities, including number of opportunities and value.

Details:

## SUPPLIER DETAILS (CONT)

Commercial installations completed over the last 12 months (incl. number of transactions & value)

Details:

Customer reference details for a completed commercial installation

Company name:

Contact name:

Phone

Installation details:

## PRODUCT DETAILS

Solar photovoltaic (PV) power systems

Panel brand(s):

Product warranty length (in years):

Inverter brand(s):

Product warranty length (in years):

## ACKNOWLEDGEMENTS AND ONGOING DISCLOSURE REQUIREMENTS

Have any workplace lost time injuries occurred in connection with your business over the past three years?  Yes  No

Have any disputes or claims before the Ombudsman, Fair Trading or similar, occurred in connection with your business over the past three years?  Yes  No

Have you ever been declared bankrupt or subject to a Part 9 or 10 debt arrangement?  Yes  No

Have you ever been refused accreditation with any other lender?  Yes  No

Have you ever been convicted of fraud or has any financial institution cancelled your accreditation?  Yes  No

If you have answered yes to any of the above, please provide an explanation of the circumstances.

Details:

### As a condition of my/our accreditation, I/we agree to timely notify Solaris Finance:

- of any new/additional products I/we intend to install for commercial clients;
- of any customer complaints that are not resolved within 10 business days where the product is under finance with Solaris Finance.

I/We hereby certify the above information is true and correct and not misleading in any way. I/We further acknowledge and agree that:

- (1) Solaris Finance is under no obligation to approve my/our accreditation and until accreditation is approved no transactions can be processed; and
- (2) Solaris Finance may suspend and/or revoke my/our accreditation at any time in its absolute discretion.

### Signature of Director

Signature	Name (print)	Date
<div style="border: 1px solid #ccc; height: 40px;"></div>	<div style="border: 1px solid #ccc; height: 40px;"></div>	<div style="border: 1px solid #ccc; height: 40px;"></div>

### Signature of Director

Signature	Name (print)	Date
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This document has been prepared by Solaris Finance Pty Ltd. All applications are subject to duly executed satisfactory transaction documents, approval conditions and normal settlement criteria. No part of this document is to be construed as an offer by anyone capable of acceptance or as a solicitation to obtain a financial product. The information is not an expression of opinion or recommendation and does not constitute financial, accounting, taxation, general or personal advice and should not be relied upon as such. The recipient should make its own assessment of any product or service referred to in this document and seek appropriate advice.

**PRIVACY POLICY**

**Introduction**

Solaris Finance Pty Ltd (“we”/“us”/“our”) endeavours at all times to comply with the Privacy Act 1988, Australian Privacy Principles and the Credit Information Privacy Code as well as any relevant state or territory laws which together will be referred to in this policy as “Australian Privacy Law.”

**When this Policy Applies**

This Credit Information Privacy Policy is subject and in addition to our **General Privacy Policy**. It applies to you if you apply to us for credit assistance to finance the purchase of energy generation, distribution, management and usage equipment (“the equipment”) and its installation; or you receive credit from a credit provider to whom we refer your application; or we otherwise hold credit information about you or information about your eligibility for credit or credit worthiness. We or a credit provider to whom we refer your application will collect, hold, use and disclose credit information about you if you apply for or receive credit assistance from us or agree to provide a guarantee for any other person or company which applies for or receives credit assistance from us.

**What information we may collect, hold, use and disclose**

The credit information which we or a credit provider to whom we refer your application, may collect from you includes:

- Identification information,
- Financial Information,
- Credit liability information,
- Repayment history information of credit accounts you now hold or which you have held,
- Information about the credit application such as the type of credit and its purpose and amount of credit,
- Default information about you when you have failed to make a payment which has already been disclosed to a credit reporting body by another credit provider,
- Court proceedings information about a judgment of any Australian court that was made against you,
- Publicly available information about you that is not otherwise described and
- Credit worthiness or credit eligibility information which we obtain from a Credit Reporting Body.

**Purposes for which we hold, use, collect and disclose credit information**

As notified above, we or a credit provider to whom we refer your application, may hold, use, collect and disclose your credit information to:

- Satisfy obligations under the Anti-Money Laundering and Counter-Terrorism Finance Act 2006 and the National Consumer Credit Protection Act 2009;

- Assess your credit application and that of any proposed guarantors for that credit; deal with any complaint by you through the Internal Dispute Resolution process; obtain a report from a Credit Reporting Body;
- Forward your application for credit to a credit provider so that they may assess it with a view to providing credit to you; or
- Obtain a report from a Credit Reporting Body for that purpose and you expressly authorise any such credit provider to also hold, use, collect and disclose your credit information for that purpose.

**Persons to whom your credit information may be disclosed**

We may collect and disclose your credit information from and to:

- Credit providers to whom we refer your credit application. Such credit providers may obtain or disclose your credit information from and to Credit Reporting Bodies, who may then include that information in reports provided to other persons;
- Credit Reporting Bodies which may then include that credit information in reports provided to other persons;
- Suppliers of the equipment;
- Persons nominated by as guarantors for your credit application.

The Credit Reporting Bodies to whom we may make such disclosure are:

- Equifax (<https://www.equifax.com.au/contact>, 13 83 32),
- A credit provider to whom we disclose your credit information may disclose it to other Credit Reporting Bodies and we refer you to the Privacy Policy of that credit provider for that information.

**Overseas Disclosure**

We may, in the ordinary course of our business, disclose your credit information to third parties which operate in the United States, the Philippines and Singapore and while these parties may not, therefore, be subject to Australian Privacy Law, no person in those countries will be able to access your credit eligibility information without your express consent.

**Disputes and Corrections**

If you dispute any way in which we have collected, held, used or disclosed your credit information or seek a correction to any credit information we have supplied to any person, including to a Credit Reporting Body, contact our Privacy Officer on 1300 849 887 or [contact@solarisfinance.com.au](mailto:contact@solarisfinance.com.au).

By signing below, I and my company and/or business: acknowledge that I have read both the General Privacy Policy and the Credit Information Privacy Policy of Solaris Finance Pty Ltd; and accept and consent to the terms of those policies; authorise Solaris Finance Pty Ltd to collect, hold, use and disclose any credit information it obtains from me, my company or business in the ways described and for the purposes explained in those policies.

Signature

Name (print)

Date

Signature

Name (print)

Date

## DEED OF INDEMNITY

### Between

SOLARIS FINANCE PTY LTD ABN 97 602 722 805 of Suite 602 8/2 Brookhollow Ave, Baulkham Hills NSW 2153.

("Solaris")

And: The Supplier whose name and address appears at the end of this document.

### Background

- A. Solaris arranges finance for its customers to purchase energy generation, distribution, management and usage equipment ("the equipment") and the installation of such equipment from the Supplier.
- B. The Supplier and Solaris have agreed that Solaris is not responsible for the quality and performance of such equipment and its installation and this document records that agreement.
- 2.2. The above indemnity shall apply to any claim, loss, liability or damages whether or not such is made by:
- (a) a customer of Solaris or the Supplier;
  - (b) any third party or person (not a party to this deed) affected by the installation or operation of the equipment;
  - (c) any government or industry authority.

### Operative Clauses

#### 1. INTERPRETATION

- 1.1. In this deed: a reference to:
- (a) a clause is to a clause in this deed;
  - (b) a person includes a body corporate, an association of persons (whether corporate or not), a trust, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal personality;
  - (c) a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;
  - (d) a party is a reference to a party to this deed, and includes that party's permitted assigns;
- 1.2. including and similar words do not imply any limit;
- 1.3. the headings in this deed are for convenience only and have no legal effect;
- 1.4. the singular includes the plural and vice versa.

#### 2. INDEMNITY

- 2.1. The Supplier indemnifies and holds harmless Solaris for any claim, loss, charge, liability or damages including any costs incurred by Solaris in investigating and defending any proceeding which arises from:
- (a) any fault, defect, flaw or failure to comply with any law or industry standard including, but not confined to the *Australian Consumer Law 2010* in connection with the supply and installation of any solar equipment for any customer of Solaris;
  - (b) any representation, promise or warranty made by the Supplier to any customer of Solaris in relation to the performance of the equipment installed by the Supplier;
  - (c) the failure or alleged failure of the Supplier to maintain any licences, qualifications, equipment or training standards required by law, regulation or industry standard for the supply and installation of the equipment.

#### 3. CLAIMS

- 3.1. If the Supplier receives notice of any claim for any liability referred to in Clause 2.1 above, it shall immediately notify Solaris.
- 3.2. If Solaris notifies the Supplier that any claim for any liability referred to in Clause 2.1 has been made against it, the Supplier shall immediately:
- (a) notify any claimant, plaintiff, complainant, prosecutor or government or industry authority, as the case may be, that it, and not Solaris, is responsible for such claim;
  - (b) reimburse and compensate Solaris for any costs incurred in considering or defending such claim.

#### 4. ACCESS TO INFORMATION

- 4.1. If any claim or charge is made against Solaris in respect of which any indemnity provided to it by the Supplier under this deed applies, the Supplier must make available to Solaris all such information, books and records of the Supplier relating to the subject matter of the Claim as are reasonably necessary to enable Solaris to defend that Claim.
- 4.2. The Supplier is not obliged to provide Information to Solaris under clause 4.1 if the Supplier has already obtained from any relevant claimant, plaintiff, prosecutor or government or industry authority as the case may be, a discharge or waiver of the claim against Solaris.

#### 5. PAYMENT ON DEMAND AS A DEBT

- 5.1. The Supplier must pay to Solaris on demand, all monies which may be claimed or demanded by it under the indemnities contained in this deed.

#### 6. CONTINUING INDEMNITY

- 6.1. The indemnities given under this deed are irrevocable and survive and continue in effect after the conclusion, termination or expiration of any arrangement or agreement for referral of customers between Solaris and the Supplier.

## DEED OF INDEMNITY (CONT)

### 7. GENERAL

- 7.1. The Supplier must keep this deed, its terms, the Information and any other information it receives about each other and their businesses in connection with this deed confidential, and must not use or disclose that Confidential Information without prior written consent of Solaris except to the extent that:
- (a) disclosure is required by law;
  - (b) the relevant information is already in the public domain;
  - (c) it is reasonably required to obtain professional advice; or
  - (d) it is reasonably required for the purpose of defending a claim or charge.
- 7.2. All notices and communications given under this deed must be in writing and must be delivered personally, sent by post or sent by email to the address or email address notified from time to time by the parties.
- 7.3. This deed contains all of the terms agreed by the Supplier relating to the matters dealt with in this deed and supersedes all prior discussions and agreements covering the subject matter of this deed.
- 7.4. The Supplier must sign all further documents, pass all resolutions and do all further things as may be necessary or desirable to give effect to this deed.
- 7.5. No exercise or failure to exercise or delay in exercising any right or remedy will constitute a waiver by Solaris of that or any other right or remedy available to
- 7.6. The Supplier may not assign any of its rights or obligations under this deed without the prior written consent of Solaris.
- 7.7. Except as otherwise provided in this deed, the parties will meet their own costs relating to the negotiation, preparation and implementation of this deed.
- 7.8. If any provision of this deed becomes invalid or unenforceable to any extent, the remainder of this deed and its application shall not be affected and shall remain enforceable to the greatest extent permitted by law.
- 7.9. This deed may be executed in two or more counterparts, each of which is deemed an original and all of which constitute the same deed. A party may enter into this deed by signing and sending (including by email) a counterpart copy to the other party.
- 7.10. This deed is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.
- 7.11. This Deed may be executed and communicated by electronic means.

### Executed as a DEED

Executed under 127 of the *Corporations Act 2001*.

Director/Proprietor Signature	Name (print)	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Company (the Supplier)
<input type="text"/>

Address of Supplier
<input type="text"/>

Witness required if the Supplier is a sole trader or partnership 

Witness (print)	Date
<input type="text"/>	<input type="text"/>

**FOR MORE INFORMATION PLEASE CONTACT SOLARIS FINANCE ON 1300 849 887 OR EMAIL [CONTACT@SOLARISFINANCE.COM.AU](mailto:CONTACT@SOLARISFINANCE.COM.AU) IF YOU HAVE ANY QUESTIONS.**