

Terms and Conditions

1 Interpretation

Words that are bold in this document have special meanings. Their special meanings are set out in the paragraphs below. We recommend consulting these definitions as you come across them in the sections below.

1.1 Interpretation

- (a) The Contract Documents (interpreted in the order of precedence set out in the Quotation) constitute the entire agreement between the parties and come into effect upon Execution (the **Contract**).
- (b) This Contract contains the entire agreement between the parties concerning its subject matter. The Contract replaces any other agreement between the parties relating to the subject matter of the Contract.
- (c) Headings and explanatory text boxes in blue shading are for convenience only and do not form part of the Contract.
- (d) Any inconsistencies or ambiguities in the Contract Documents will be explained or resolved by SunEnergy (acting reasonably).
- (e) A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of it.

1.2 Definitions

In the Contract:

- (a) **Approval** means all permits, consents, certificates, licences and approvals required from any authority to install the System Installation including planning and development approvals (but does not include approvals or licencing related to conduct of SunEnergy's business);
- (b) **Contractual Warranty** means the warranty set out in the Quotation;
- (c) **Cooling-off Period** only applies to unsolicited consumer agreements where SunEnergy has made the first point of contact by telephone. Unsolicited consumer agreements have 10 business days, starting the first business day after they sign or have received the agreement document to cancel the Contract at no cost. If the first point of contact is initiated by the consumer, no cooling-off period applies.
- (d) **Date for Installation Completion** means the date so described in the Quotation as amended in accordance with the Contract;
- (e) **Execution** means:
 - (i) where the Quotation state "*Manual Signature*", that point in time where this document is signed by both parties (including by counterparts then exchanged); or
 - (ii) where the Quotation state "*Electronic Signature Process*" that point in time where an image of the signatures of the parties are placed on the document and a copy of the Contract containing signatures of the Owner and SunEnergy is circulated by email;
- (f) **Goods** means any or all of the products supplied by SunEnergy or on our behalf;
- (g) **Installed** means that stage where any of the components of the System Installation has been fixed to the Property, but Installation Completion has not been reached;
- (h) **Installation Completion** means that stage where:
 - (i) the System Installation is complete, ready for final electrical inspection for metering commissioning (so that the system will be ready for use following this step)but does not include Utility Metering Setup;
- (i) **Installation Program** means the program set in the Quotation;
- (j) **Maintenance Documents** means the documents titled as such delivered to the Owner prior to Installation Completion which detail how a system is to be appropriately maintained;
- (k) **Milestone Amount** means the amount set out in the Quotation in relation to each Milestone Date;
- (l) **Milestone Date** means the dates where the works in relation to the System Installation reaches the stages set out in the Quotation;
- (m) **Owner** means the party identified as such in the Quotation who has elected to have the System Installation done at the Property;
- (n) **Pay As You Save** means finance, credit or a payment plan facilitated by SunEnergy 'Pay As You Save' Provider and offered by SunEnergy in relation to the purchase of the Goods and Services.
Pay As You Save Provider means the finance company the Owner has been approved by to purchase the Goods and Services.
- (o) **Payment Claim** has the meaning given in clause 5(b);
- (p) **Price Increase Acceptance Notice** has the meaning given in clause 6.2;
- (q) **Price Increase Notice** has the meaning given in clause 6.2;
- (r) **Price Increase Termination Notice** has the meaning given in clause 6.2;
- (s) **Property** means the property at which, the System will be installed, as specified in the Quotation;
- (t) **Services** means any or all of the installation services for solar products, battery products and/or other energy products conducted by or on behalf of SunEnergy.
- (u) **SunEnergy**, we or us means SunEnergy Group Pty Ltd (ACN 677 574 373) trading as SunEnergy
- (v) **SunEnergy** means the party identified as such in the Quotation, being the:
 - (i) provider of the components making up the solar electricity system and/or other products; and
 - (ii) organiser (whether through self-performance or subcontracting to an installation contractor) of the installation process,to deliver the System Installation to the Owner of the Property.
- (w) **System Price** (excluding the STC Incentive) means the amount set out in the Quotation;
- (x) **System Specifications** means the document set out in the quotation table;
- (y) **Schedule of Rates** means the schedule of rates or prices included in the quotation table (if any);
- (z) **System Installation** means the whole of the work described in the Quotation and including Variations provided for by the Contract;
- (aa) **Start Date** has the meaning given in the Quotation;
- (bb) **STC** means a small-scale technology certificate created under the Renewable Energy (Electricity) Act 2000 (Cth);
- (cc) **Total Price Payable** (including the STC Incentive) means the amount set out in the quotation table as amended in accordance with the Contract;
- (dd) **Utility Metering Setup** means any upgrades, modifications or registration required by the Owner's electricity retailer for billing purposes following Installation Completion at the Property;
- (ee) **Variation** has the meaning given in clause 6.1

2 Performance Obligations

This section describes your obligations, and ours, as we both perform the actions included in this contract. Doing your part will help us deliver the you System smoothly and swiftly. This section also explains how the pricing may change.

2.1 Parties' Responsibilities

- (a) It is SunEnergy's responsibility to arrange the delivery and installation of the Goods and Services at the Property.
- (b) From the Start Date, the Owner must provide sufficient access to the Property to allow SunEnergy to perform the Goods and Services Installation.
- (c) The Owner warrants that:
 - (i) it has full authority to allow the installation at the Property;
 - (ii) there are no structural integrity issues with the roof or electrical systems of the Property; and
 - (iii) the roof has the ability to carry the weight of the System Installation, (the **Owner Property Warranties**).

- (d) SunEnergy will use all reasonable care during the performance of the Contract in regard to the roof and electrical systems of the Property, SunEnergy is not liable for:
 - (i) effects on any roof manufacturer's warranty;
 - (ii) damage to the roof or Property which is not due to SunEnergy's breach;
 - (iii) loss or damage to the Owner or a third party arising out of the performance of the Contract in circumstances where there is a breach of the Owner Property Warranties; or
 - (iv) operational maintenance of the System Installation following Installation Completion.

2.2 Site Condition Pricing Adjustment and Other Additional Charges

Any site conditions and special circumstances beyond the control of SunEnergy, including the following metering charges are beyond SunEnergy's control and may give rise to extra charges to be borne by the Owner:

- (a) meter replacement fees
- (b) non compliant meter box/sub board
- (c) meter reconfiguration fees
- (d) damage to the meter panel
- (e) changes to any dedicated off-peak control devices or hot water timers
- (f) Electricity Network Provider appointments
- (g) repairs for existing faults

the costs associated with these will give rise to a Variation to be administered under clause 6.

The Owner's obligation to pay the Total Price Payable is not affected by any delay by a third party performing any service or works referred to clause 2.2.

3 Warranties

3.1 Commitment to High Quality Products and Honouring Consumer Warranties

SunEnergy:

- (a) will ensure that the System Installation (including workmanship, inverters, panels, battery supplied) will:
 - (i) be in conformity with the provisions of the Contract and be new;
 - (ii) be in accordance with best industry standards and practices; and
- (b) subject to clause 10, the System Installation has an installation warranty for a period of 5 years from the date the Goods are installed.
- (c) subject to clause 10, SunEnergy will ensure any claims under Contractual Warranty or the Australian Consumer Law are addressed by way of repairs or replacements within a reasonable timeframe. SunEnergy will provide reasonable assistance to the Owner in making any guarantee or warranty claim against the manufacturer of the System, including by acting as liaison with the manufacturer. SunEnergy cannot be held liable for delays the customer may experience due to stock delays and or freight issues caused by the manufacturer. Product replacement itself will fall under manufacturer guidelines and replacement is at the discretion of the manufacturer, SunEnergy will not be held liable for any loss of production or savings due to product failure or under performance.
- (d) the Contractual Warranty is additional to any other guarantee, warranty, or consumer right covered by the Australian Consumer Law and any applicable manufacturer's warranties, the Australian Consumer Law does not exclude or replace the terms of this Contract.

3.2 Subcontracting and Supply Chain

SunEnergy's warranties under this Contract are unaffected by any subcontracting and SunEnergy is liable for all acts and omissions of its supply chain.

3.3 Safety

SunEnergy (and its supply chain) must ensure that the System Installation is carried out in a safe manner and in strict compliance with all applicable laws relating to workplace health and safety.

3.4 Complaints Handling

If the Owner has a complaint regarding any matter in relation to this Contract:

- (a) The Owner can make a complaint to SunEnergy in the following ways: Calling, emailing or posting mail to the contact Quotation listed on the quote;
- (b) SunEnergy must, upon receipt of the compliant under clause 3.5(a):
 - (i) make every reasonable effort to advise the Owner as soon as possible of receipt of the complaint and the expected timeframe for resolution of that complaint (**Timeframe Commitment**); and
 - (ii) handle the complaint in accordance with
 - (A). the Timeframe Commitment;
 - (B). its standard complaints procedures on Complaints Handling AS ISO 10002-2006 (**Complaints Handling Procedure**); and
- (c) following the Complaints Handling Procedure, if the Owner are still not satisfied, the Owner may refer the complaint to with the relevant Fair Trading or Consumer Affairs office:
 - (i) ACT: Office of Regulatory Services Phone: (02) 6207 3000
 - (ii) NSW: Fair Trading Phone: 13 32 20
 - (iii) NT: Consumer Affairs Phone: 1800 019 319
 - (iv) QLD: Office of Fair Trading Phone: 13 74 68
 - (v) SA: Consumer and Business Services Phone: 13 18 82
 - (vi) TAS: Consumer Affairs and Fair Trading Phone: 1300 654 499
 - (vii) VIC: Consumer Affairs Phone: 1300 558 181
 - (viii) WA: Consumer Protection Phone: 1300 304 054
- (d) Without limiting the above, SunEnergy will, within 21 business days of receiving any compliant under clause (a), provide to the Owner:
 - (i) feedback on the outcome of complaints; or
 - (ii) a notice that further investigation is required (in which case, SunEnergy shall have another 24 days to provide feedback on the outcome of any complaint).

3.5 Privacy

SunEnergy will comply with all relevant privacy legislation in relation to the Owner's personal information and if the Owner has any questions in relation to privacy, SunEnergy will promptly address these questions upon the Owner calling SunEnergy on the telephone number in the quote or giving SunEnergy a Notice setting out its question.

3.6 Metering & Tariffs

- (a) The Owner acknowledges that new electricity tariff rates may be applied after the System Installation is carried out. The Owner should contact their electricity retailer to check they are agreeable to the proposed tariff rates before the installation of the system.
 - (b) Immediately following Installation Completion, SunEnergy will provide all reasonable assistance to the Owner to:
 - (i) measure the performance of the System Installation which may include any of the following (subject to the Owner's choice):
 - (A). Demonstration on the day of solar installation;
 - (B). written instructions on how to read the inverter; or
 - (C). provision of a measuring device that links back to the inverter,
- so that the Owner can measure energy output and performance.

4. Grid Connection Approval

Getting approval from your electricity network provider to export solar power to the grid is an important part of going solar. This section outlines our responsibilities, including the Owner as an Owner.

4.1 Application on Owner Behalf

- (a) This clause 4.1 applies if the Quotation states that SunEnergy will apply for Grid Connection Approval on the Owner's behalf.

- (b) SunEnergy will:
 - (i) make the application as soon as possible;
 - (ii) keep the Owner updated on the progress of the application;
 - (iii) respond, within a reasonable timeframe, to any information or other requests from the distributor; and
 - (iv) promptly give the Owner Notice of the outcome of the application.
- (c) If Grid Connection Approval is refused, then this Contract will terminate, and SunEnergy will give the Owner a full refund under clause 8.1.

4.2 Direct Application

- (a) This clause 4.2 applies if the Quotation states that the Owner will apply for Grid Connection Approval directly.
- (b) The Owner will:
 - (i) make the application as soon as possible;
 - (ii) keep SunEnergy updated on the progress of the application;
 - (iii) respond, within a reasonable timeframe, to any information or other requests from the distributor; and
 - (iv) promptly give SunEnergy Notice of the outcome of the application.
- (c) If the Owner complies with clause 4.2(b) and Grid Connection Approval is refused, the Owner may terminate the Contract and clause 8.1 will apply.

4.3 Approvals Generally

The Owner is responsible for obtaining all Approvals (other than grid connection if SunEnergy has elected to be responsible, see Quotation Section) required for the performance of this Contract and must apply for these Approvals as soon as possible.

If the Premises contains common property managed by an Owners Corporation, the Owner must ensure the consent and approval (including any Bylaw updates) are obtained prior to entry into this Contract.

4.4 Internet Connection

The Owner is responsible for ensuring there is a strong and stable internet connection on site to the inverter to ensure grid connection compliance with DNSP and for monitoring and system updates required throughout the life of the system. The internet connection cannot be from a mobile or WIFI dongle.

If at the time of installation, the internet connection is not sufficient to reach the inverter, the owner must purchase appropriate equipment to boost the signal. This is not included in the price of this contract.

The Owner acknowledges that, if the system has a monitoring feature available, it is their responsibility to provide a stable and compatible internet connection to enable monitoring to take place.

The Owner's obligation to pay the Total Price Payable is not affected by any delay relating to lack of or no internet connection.

5 Payment

- (a) For performing its obligations under the Contract, SunEnergy is entitled to be paid the Total Price Payable by the Owner.
- (b) On each Milestone Date, SunEnergy may issue an invoice for the corresponding Milestone Amount (**Payment Claim**).
- (c) The due date for payment is listed on the invoice issued to the Owner.
- (d) Payments under this contract can be made by direct deposit of credit card. Credit card surcharge will apply.
- (e) Failure to pay the Purchase Price when due, or if any purported payment by the Owner is not honoured, the Owner must pay on demand any cost, expenses or losses which have been, or likely to be, incurred by SunEnergy as a result, including costs associated with the collection of any outstanding amounts (including the costs of any debt collection agency) and any cheque dishonour fees. If the Owner fails to pay the Purchase Price when due, the Owner acknowledges and agrees that SunEnergy may (without prejudice to any other rights or remedies that we may have):
 - (i) switch off the system or restrict the systems performance;
 - (ii) charge interest on the overdue amount at a rate of 10% which will be calculated on a day to day basis from the date the amount was due until the date the overdue amount is paid in full;
 - (iii) lodge a default on the Owners credit history file;
 - (iv) engage a debt collection agency to pursue the outstanding debt on our behalf, as well as any other costs, expenses or losses incurred by us as a result of the Owners failure to pay (including the costs of the debt collection agency); and/or
 - (v) commence legal proceedings in order to recover any debt owed and our fees and expenses in bringing legal proceedings against the owner, including administration and legal fees on a solicitor/client basis.
 - (vi) reserve the right not to provide system login details and paperwork relating to the installation until we have received payment in full.
- (f) If the Owner applies for Pay As You Save, the Owner acknowledges and agrees that:
 - (i) all information provided in relation to Owners application is true and accurate and that the SunEnergy Pay As You Save Provider, will rely on that information in offering the Owner Pay As You Save finance; and
 - (ii) if for any reason the Owner does not enter into a legally binding agreement with the Pay As You Save Provider or if any reason any such agreement is cancelled or otherwise not proceeded with or is brought to an end then:
 - (A). The Owner will remain liable to pay to SunEnergy the full cost of any goods and services provided;
 - (B). the Contract alone, and not any terms and conditions of the Pay As You Save Provider, will apply to the goods and services;
 - (iii) the Owner will make the agreed repayments to the Pay As You Save Provider by direct debit for the period of the finance agreement; and
 - (iv) the Owner acknowledges that they will continue to receive an electricity bill from their retailer in addition to the fortnightly repayments plus associated fees.
 - (v) the Owner acknowledges that it is not the responsibility of SunEnergy to connect the system(s) to the electricity grid and that the Owner must commence repayments SunEnergy Pay As You Save Provider upon Installation Completion by SunEnergy.
 - (vi) the Pay As You Save Provider finance agreement is not regulated by the Commonwealth NCCP Act 2009. As a result:
 - (A) If the Owner has a complaint about the finance agreement, they may not have access to the services of an external dispute resolution scheme that has been approved by ASIC. This means the Owner may have to go to court to resolve a dispute with the Pay As You Save Provider.
 - (vii) If the Owner has trouble paying the periodic payments required under the Pay As the You Save Solar Provider finance agreement
 - (A). the Owner may not have the right to ask the Pay As You Save Provider for a hardship variation to help the owner get through their financial difficulty.
 - (B). The Pay As You Save Provider may take action against the Owner for non-payment without giving the Owner an opportunity to remedy the fault.
 - (C). The Owner must contact the Pay As You Save Provider to discuss their situation with them or to find out more about the Pay As You Save Provider's financial hardship policy and payment default policy.
 - (viii) Pay As You Save account enquiries, must be made with the Pay As You Save Provider, as per the finance approval documents provided to the Owner by the Pay As You Save Provider.

- (ix) If the Owner has a complaint relating to the SunEnergy Pay As You Save Provider or finance agreement, the Owner can make a complaint to the Pay As Your Save Provider. Contact details are provided on the Owner approval documents from the finance provider.

- (A) If an issue has not been resolved to the Owners satisfaction, the Owner can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority
Website: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)
In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

6 Variations

This section covers the Owner in cases where the Owner wants to request changes to the System. It also allows us to request changes in case of unexpected supply chain issues.

6.1 General Variations

- (a) The Owner is entitled to direct SunEnergy to increase, decrease or change the System Installation, the sequence in which the System Installation is performed, or the materials or classes of work specified (Variation).
- (b) Any Variation must be agreed verbally or in writing by the Owner.
- (c) Once the adjustment to the Total Price Payable in relation to the Variation is agreed or determined:
- SunEnergy must carry out the Variation; and
 - the Owner must pay the adjustment to the Total Price on the due date of invoice.

6.2 Supply Chain Price Adjustment

- (a) To the extent permitted by law, at any time, if there is a material increase in the actual costs or out of pocket amounts incurred by SunEnergy in performing the System Installation (in whole or part):
- SunEnergy may notify the Owner of the proposed increase to the Total Price Payable (**Price Increase Notice**);
 - the Owner must, within 5 business days of receiving the Price Increase Notice, provide Notice that it:
 - accepts the proposed increase to the Total Price Payable (**Price Increase Acceptance Notice**); or
 - rejects the proposed increase to the Total Price Payable and wishes to terminate the Contract (**Price Increase Termination Notice**).
- (b) If the Owner does not respond within 5 days as required under clause 6.2(a), the Owner is deemed to have issued a Price Increase Acceptance Notice.
- (c) Where a Price Increase Acceptance Notice is issued, the Total Price Payable will be increased by the amount set out in the Price Increase Notice.

7 Completion

7.1 Completion Process

- (a) When Installation Completion has been achieved, the Owner must inspect the installation within 5 days of Installation Completion.
- (b) Following the inspection:
- the Owner must give Notice to SunEnergy within 5 business days of any reasons why it considers Installation Completion has not been reached (**Issues List**);

- following receipt of the Issues List, SunEnergy must address any issues on the Issues List which prevents the System Installation from reaching Installation Completion before giving notice under clause 7.1 first; and
- if no Issues List is issued pursuant to clause 7.1(b)(i), Installation Completion is deemed to have been achieved on the date of SunEnergy's Notice under clause 7.1.

7.2 Risk and Title

- (a) Risk of loss or damage to the Goods will pass to the Owner upon installation of the Goods at the Premises or when the Owner otherwise takes possession of the Goods.
- (b) The Owner remains liable to pay for the Goods notwithstanding any loss, damage or deterioration to the Goods which occurs after risk in the Goods passes to the Owner.
- (c) Ownership of, and title to, the Goods passes to the owner only upon payment in full or on the Owners behalf of the Total Price Payable and any other amounts owed.
- (d) Until payment in full of the Total Price Payable and any other amounts owed by the Owner:
- if the Goods are in the Owner's possession, the Owner will hold the Goods as our trustee and the Owner must store the Goods so that they are clearly identifiable as our property;
 - we may call for, and recover possession of, the Goods at any time; and
 - the Owner grants SunEnergy a non-exclusive licence to enter onto the Premises in order to remove the Goods.

7.3 Time for Installation Completion

- (a) The Owner shall extend the Date for Installation Completion where the System Installation has been delayed in reaching Installation Completion as a result of:
- a breach of the Contract or wilful acts or omissions by the Owner, its personnel or agents (Owner Breach);
 - inclement weather occurring at or around the Property; or
 - delays in stock procurement or other materials beyond SunEnergy's control.
- (b) Delays due to an Owner Breach shall entitle SunEnergy to reasonable delay costs payable within 5 business days of invoicing.

8 Termination

Both Parties may terminate this Contract prior to any system component being Installed on the property

8.1 Owner has Termination Rights

- (a) The Owner may terminate the Contract by Notice in writing to SunEnergy where a Price Increase Termination Notice is issued under clause 6.2, in these circumstances:
- the termination under this clause 8.1 shall be effective from the time stated in the Notice, or if no such time is stated, at the time the Notice is given to SunEnergy.
 - upon termination under this clause 8.1, SunEnergy will give the Owner a refund of any amounts paid to SunEnergy.
- (b) In addition to the above, the Owner may terminate the Contract by Notice in writing to SunEnergy where the following issues occur:
- clause 4.1(c) applies, i.e.: Grid Connection Approval is refused;
 - the site-specific system design and performance estimate is not provided before the expiry of any cooling-off period (refer to clause 1.2.c) and the Owner does not consent to this information upon receiving it;
 - the estimated delivery time frame for Installation Completion is not honoured, for reasons reasonably within SunEnergy's control, and the Owner does not consent to a revised time frame;

Where termination occurs due to clause 8.1.a and 8.1.b, SunEnergy will provide the Owner with a full refund of any amounts paid.

- (c) Notwithstanding any other provision of the Contract, if an Owner seeks to withdraw from this Contract after the expiry of any statutory cooling-off period (refer to clause 1.2.c), SunEnergy is entitled to apply their own policies regarding fees for cancellation, in line with the termination rights specified in this Contract, provided that such cancellation fees do not amount to unfair contract terms at law:
- (i) Job cancellation or rescheduling of job by Owner within 48 hours of scheduled installation date will incur an additional charge of \$450 ex GST for metro and \$900 ex GST for regional locations.
- (ii) On the day of installation, if the job is unable to proceed as the Owner has not prepared the site as instructed by SunEnergy will incur an additional charge of \$450 ex GST for metro and \$900 ex GST for regional locations.
- (d) The Owner cannot terminate this contract if any of the components of the System have been fixed to the Property, but Installation Completion has not been reached;

8.2 SunEnergy Termination Rights

- (a) If the Owner fails to pay the sum due under this Contract, SunEnergy may by written Notice terminate the Contract effective from the time stated in the Notice, or if no such time is stated, at the time the Notice is given to the Owner.
- (b) Following termination under clause 8.2, SunEnergy will be entitled to the amount for:
- (i) work carried out prior to the date of termination;
- (ii) the cost of goods or materials reasonably ordered by SunEnergy for the System Installation for which SunEnergy is legally bound to pay (provided that such goods and materials are delivered to the Owner and title in such goods and materials passes to the Owner on payment); and
- (iii) the reasonable cost of removing from the Property all labour and constructional plant.

9 Notices

Notices may be sent by both the Owner and SunEnergy. This section documents the procedure to follow

- (a) A notice, consent, Approval or other communication under the Contract (**Notice**) must be in writing and any direction given in writing by or on behalf of the person giving it, addressed to the party to whom it is to be given and:
- (i) hand delivered to that party's address; or
- (ii) transmitted by electronic mail (**email**) to that party's email address.
- (b) A Notice is treated as having been received:
- (i) if hand delivered, on the day of delivery; or
- (ii) if sent by email, when the sender's email system generates a report indicating the sender's date, time and transmission to the recipient's email address.
- (c) For the purpose of this clause 9 the address and email address of a party is the address specified in the Quotation or as most recently notified to the other party in writing.

10 Performance Relief

This section describes our future liability in circumstances beyond our control.

SunEnergy will not be liable in relation to the Contractual Warranty where the fault or defect in the Goods and/or Installation:

- (a) is not notified to SunEnergy within the Guarantee Period; or
- (b) arises due to:

- (i) an act or omission by someone other than SunEnergy or its subcontractors (including a subcontracted installer);
- (ii) an extreme weather event which the System is not designed to withstand; or
- (iii) the Goods and Installation is misused, abused, neglected, not being maintained according to the Maintenance Documents or repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by SunEnergy in writing,

after Installation Completion.

11 STCs

Small-scale technology certificates are a government incentive which allow for the creation of a tradable commodity.

Under the Small-scale Renewable Energy Scheme, eligible small-scale renewable energy systems may be entitled to small-scale technology certificates (STC). The price of STCs is not fixed and it may move up or down.

In order to provide the Owner a cheaper system price, we take ownership of the generated STCs. This section describes how we do that.

- (a) SunEnergy has calculated the performance expectations for the Solar Installation System using calculations forecasted by OpenSolar.
- (b) The Owner:
- (i) hereby assigns to SunEnergy all the Owner existing and future rights, title and interest in and to all STCs created or able to be created in respect of the Solar Installation System (STC Assignment);
- (ii) undertakes to do anything SunEnergy reasonably request of the Owner for the purpose of perfecting, confirming or evidencing the STC Assignment, including providing information and executing documents; and
- (iii) warrants to SunEnergy that the Owner:
- (A) has not previously created, or assigned the right to create, any STCs in respect of the Solar Installation System or any other solar photovoltaic generating unit at the Property; or
- (B) will not do anything which would:
- (I) adversely impact on the performance of the STC Assignment; or
- (II) reduce the maximum quantity of STCs that can be created in respect of the Solar Installation System.
- (c) The Owner acknowledges and agrees that SunEnergy has:
- (i) calculated the STC Incentive based on:
- (A) the maximum quantity of STCs that can be created in respect of the Solar Installation System under law, taking into account the Performance Expectations; and
- (B) the monetary value of that quantity of STCs;
- (ii) offered the Total Price Payable on the basis of deducting the STC Incentive from the System Price; and
- (iii) entered into the Contract on reliance of clause 11(b).
- (d) The Owner agrees that if the Owner breaches clause 11(b), SunEnergy will be entitled to increase the Total Price Payable to the System Price. The System Price will be payable within 5 business days of SunEnergy invoicing the Owner for it.

12 SERVICE CALLS

Service calls will be carried out on the following conditions:

- (a) the Owner must give SunEnergy 48 hours' minimum notice of any non-emergency service call after which we will arrange a time and date for a service call;
- (b) service calls will generally be carried out during normal working hours only (7.30am – 2.00pm Monday to Friday);

- (c) a minimum service charge of \$180.00 per hour plus the cost of all parts and all travel and transport costs is payable for all service calls. For service calls after hours, an additional service charge of not less than \$100 per hour applies;
- (d) where a service call is carried out for a problem with the Goods and Services which is covered by a warranty or a consumer guarantee under the Australian Consumer Law, these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify the Owner if this is the case, and tell the Owner the costs payable. The costs will be payable in advance.
- (e) where a service call is carried out which is not covered by a warranty or a consumer guarantee under the ACL, or where there is otherwise no problem with the Goods or Services, the Owner will be charged the service charges referred to in clause 12. The costs will be payable at the visit by Credit Card only.

13 BATTERY PURCHASES

- (a) Any recommendation SunEnergy have made regarding battery size has been based on the information the Owner has provided to us about their electricity consumption. Should the electricity consumption change, the performance of the battery may be affected.
- (b) The recommended System size should generate sufficient power to recharge the battery, based on the information the Owner has provided to SunEnergy about their electricity consumption. Should the electricity consumption change, the performance of the battery may be affected.
- (c) Any backup functionality of the battery will be limited to the available stored capacity within the battery at the time that backup power is required. The amount of power available will vary based on a range of factors, including the time of the power outage, the weather conditions in the days preceding the outage and the age of the battery.
- (d) Battery backup functionality must not be relied upon to power any critical equipment or processes, such as life sustaining critical loads, medical equipment or high current consumption devices. We do not accept any responsibility or liability for any loss or damage suffered by the Owner as a result of the Owner relying on any battery backup functionality.
- (e) The Owner acknowledges the battery warranty requires the Owner to maintain a constant stable and compatible internet connection at the Premises and that it is their responsibility to do so.

14 VOLTAGE REGULATION PRODUCTS

- (a) Any recommendations SunEnergy have made regarding voltage regulation products have been based on the information the Owner has provided to Sunenergy about their electricity supply and consumption.
- (b) Any savings figures provided to the Owner are estimates only and are not guaranteed. Actual savings (if any) will depend on the Owners individual circumstances (which may vary over time) and are likely to be different to any estimates provided.
- (c) The Owner acknowledges that their voltage regulator warranty requires them to maintain constant stable and compatible internet at the Premises and that it is the Owners responsibility to do so

15 WARRANTIES AND ACKNOWLEDGEMENTS BY THE OWNER

The Owner:

- (a) Warrants they have read and understood the Quote and these Terms and Conditions;
- (b) Warrants all information the Owner has provided to SunEnergy is true, accurate and complete and they acknowledge that SunEnergy have relied on that information in providing the Quote and in supplying the Goods and Services;
- (c) acknowledges their responsibility to determine what approvals or permits are required from relevant authority(s) including the Distribution Network Service Provider in relation to the installation of the Goods and the performance of the Services at the Premises;

- (d) Warrants they have obtained all necessary approvals or permits from relevant authority(s) in relation to the installation of the Goods and the performance of the Services at the Premises;
- (e) Acknowledges that all descriptive specifications, illustrations, drawings and data dimensions provided by SunEnergy, or otherwise contained in our fact sheets, price lists and other advertising material, are approximate only;
- (f) Acknowledges that it is their responsibility to provide a stable and compatible internet connection to enable monitoring to take place and that is a requirement set by their Distribution Network Service Provider;
- (g) Acknowledges that their Distribution Network Service Provider has a responsibility to provide the Premises with a voltage within regulated limits and to put measures in place to avoid unstable grid voltage and if the Distribution Network Service Provider does not do so then there is a risk that the inverter may trip. If this occurs the Owner acknowledges that it is their responsibility to contact the Distribution Network Service Provider and it is the responsibility of the Distribution Network Service Provider to resolve this issue;
- (h) Acknowledges that it is not the responsibility of SunEnergy to connect their solar unit(s) to the electricity grid;
- (i) Acknowledges that they will contact their electricity retailer to book in the installation/reprogramming of the solar PV compatible meter and with notify SunEnergy of the booking date;
- (j) Acknowledges that on the day the Goods and Services set out in the quote are delivered, installed and commissioned, the Owner will pay the balance by direct deposit or credit card or subject to 5(f) will commence repayments to SunEnergy 'Pay As You Save' Provider.

15 MISCELLANEOUS

- (a) Any consideration payable or to be provided for a supply made under or in connection with the Contract, unless specifically described in the Contract as 'GST inclusive', does not include any amount on account of GST. If GST is payable on any supply made under or in connection with the Contract (not being a supply the consideration for which is specifically described in the Contract as 'GST inclusive'), the recipient of the supply must pay to the supplier, an additional amount equal to the GST payable on the supply (GST Amount). The GST Amount is payable at the same time as the GST exclusive consideration is paid or provided, subject to the supplier issuing the recipient with a tax invoice for the supply to which the payment relates.
- (b) The Contract is governed by, and in reference to, the law in force in the State or Territory where the Property is located."
- (c) This Contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (d) Subject to clause 6, no amendment or variation of the Contract is valid or binding on a party unless made in writing and agreed upon by both parties.
- (e) No waiver of a breach of any provision of this Contract constitutes a waiver of any other breach or any other provision.
- (f) Neither party will be responsible to the other for consequential loss.
- (g) Termination of the Contract does not extinguish or otherwise affect a right of either party against the other which accrued prior to the time of termination or expiry or does not affect or terminate clause(s) 8, 9, 10, 11 and 15.