

SOLAR PV SALE AND INSTALLATION AGREEMENT TERMS AND CONDITIONS

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1. Introduction

Who does this agreement apply to?

1.1 This agreement is between:

- (a) Solar Platform Pty Ltd ABN 12 646 031 978, referred to as “we” or “us”; and
- (b) the customer named in the Quote, referred to as “you”.

What is this agreement made up of?

1.2 This agreement is made up of:

- (a) these Terms and Conditions; and
- (b) the Quote attached to these Terms and Conditions.

What does this agreement cover?

1.3 The agreement covers:

- (a) your purchase from us of the solar photovoltaic system and other equipment, referred to as the “System” and described in the Full System Design attached to this agreement; and
- (b) delivery and installation of the System at your Premises.

When does this agreement start and end?

1.4 This agreement starts when you accept our offer set out in the Quote, which you can do by:

- (a) signing and posting or delivering the Quote to our address as set out in the Quote;
- (b) signing, scanning and emailing the Quote to our email address as set out in the Quote; or
- (c) accepting the offer over the telephone, by calling our telephone number as set out in the Quote (in which case we will send you a full copy of this agreement, by post or email, within one week after your acceptance).

1.5 Except for clauses 1.6, this agreement does not become effective until all of the following conditions have been satisfied:

- (a) you have paid us the Deposit;
- (b) your electricity distributor (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval;
- (c) it is confirmed to our satisfaction that the Premises are statically suitable for the installation of the System;
- (d) it is confirmed to our satisfaction that the System has been engineered and can be installed as described in the Quote;
- (e) if the Quote indicates that:
 - (i) financing for the purchase of the System is arranged through our financial partners:
 - (A) you have completed the application relating to such finance; and
 - (B) the financier has approved such financing;
 - (ii) financing for the purchase of the system is arranged by you from a third party, you have provided us with a funding confirmation from such third party; or
 - (iii) you do not require financing for the purchase of the System, you have provided us with evidence as we may reasonably require that you are able to pay the price as and when it is due.

1.6 Once you have paid us the Deposit and:

- (a) once you have provided us with:
 - (i) details of the National Metering Identifier (which is included in all recent electricity invoices); and

- (ii) a recent rates notice (if applicable), and any other information that we may reasonably require, we will apply on your behalf to your electricity distributor for Grid Connection Approval and comply with clause 6.1 in that process;
- (b) once you have provided us with:
 - (i) access to your Premises for an inspection;
 - (ii) as-built drawings of your Premises; and
 - (iii) any static calculations of your Premises, and any other information that we may reasonably require, we will procure from a third-party structural engineer confirmation that the Premises are suitable for installation of the System; and
- (c) once you have provided us with:
 - (i) access to your Premises for an inspection; and
 - (ii) electrical wiring diagrams for the Premises (if available),
 - (iii) Installation of the system at your premises will be installed within the 15 days of the deposit paid or signed up date. This may vary depending on the circumstances and will be provided guidance within 15 days.**

and any other information that we may reasonably require, we will undertake the electrical engineering of the System to confirm that the System may be installed as quoted.

1.7 If any of the conditions in clause 1.5 is not satisfied by the original Target Date, you or us may terminate this agreement and, if we have not diligently pursued the works referenced in clause 1.6, we will give you the refund (if any) required under clause 4.1(c).

1.8 This agreement ends when we have finished installing and commissioning the System, unless we or you end it earlier in accordance with its terms.

1.9 If we have delivered and installed the System, then after the agreement ends the guarantees and related terms in clause 11 will continue for the Guarantee Period.

Other rules

1.10 In addition to this agreement, various laws and codes, including the Australian Consumer Law and[, if we have volunteered to be bound by it, the CEC Solar Retailer Code of Conduct,] also contain rules applicable to the sale and installation of solar photovoltaic systems, and we will comply with these rules in selling you the System and installing it at the Premises.

1.11 By signing this agreement the customer acknowledges that they are aware of the capabilities and limitations for the products he is purchasing. The customer acknowledges that Solar Platform has explained the capabilities and limitations and the customer confirms that he has undertaken his own research to confirm the information given by Solar Platform.

1.12 If the customer decides to change any aspect of their solar installation where the customer has signed a contract to purchase, any additional equipment, labour or administration costs associated with this change will be borne by the customer.

1.13 If the system was sold under the Queensland Government's Affordable Energy Plan, then the contract is subject to the terms and conditions of the Queensland Government's Affordable Energy Plan, and the supplied system must be installed in keeping with the government guidelines.

1.14 If the system was sold under the Queensland Government's Affordable Energy Plan, I / we hereby give Solar Platform permission to assist with and manage our application for grants and/or loans available under the Queensland Government's Affordable Energy Plan.

1.15 If the system was sold under the Queensland Government's Affordable Energy Plan, then this contract may be cancelled without penalty or liability, by either party, should the application for Loan and / or Grant under the Queensland Government's Affordable Energy Plan be rejected or unsuccessful.

1.16 If the system was sold under the Queensland Government's Affordable Energy Plan, by signing the contract the customer acknowledges that they are competent to use the extinguisher and are prepared to maintain the extinguisher in accordance with the requirements of AS 1851.

Capitalized terms have special definitions

1.18 Capitalized terms used in the agreement have the meanings given to them in clause 20.

2. Sale of the System

2.1 Provided the conditions in clause 1.5 have been satisfied, we agree to sell, and you agree to purchase, the System on the terms of this agreement.

3. Payment**Payment of the Deposit**

3.1 You must pay us the Deposit at the same time as you accept our offer set out in the Quote.

Payment of the Balance

3.2 You must pay us:

(a) each milestone (if any) set out in the section "Payment Terms" in the Quote at the same time as we achieve that milestone; and

(b) the Balance at the same time as we deliver the System to the Premises.

3.3 Payments under this agreement can be made by bank cheque, money order, debit card, credit card or direct deposit. Any fees attracted by credit / debit card payments will be passed on to the customer in full.

Payment methods

3.4 Payments under this agreement can be made by bank cheque, money order, cash, debit card, credit card or direct deposit.

When payment is taken to be made

3.5 You will be taken to have made payment on the date on which we receive your payment as cleared funds in our bank account.

4. Refunds

4.1 If you have paid us money under this agreement, but the agreement ends for any of the following reasons before we install the System at your Premises, then when the agreement ends we will promptly refund:

(a) all of the money you have paid (including the Deposit), if we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date and you choose to end the agreement under clause 7.7;

(b) all of the money you have paid (including the Deposit), if we give you notice of a price increase under clause 5 and you choose to end the agreement in accordance with clause 5.3 rather than accept the price increase; or

(c) The customer is entitled to terminate our contract and we must provide them with a full refund if your contract is for the supply of New Energy Tech that requires physical installation and you propose to significantly change the New Energy Tech installation design from that previously provided to them (whether provided in your quote or as a first deliverable under your contract) and they are not willing to accept the change. Moreover, as per the clause 17b of the NETCC, if we charge a site-inspection fees prior to signing this agreement, will be non-refundable agreed fee.

(i) excluding the Deposit, if:

(A) we have diligently pursued the work referenced in clause 1.6;

(B) any of the conditions in clauses 1.5(b), 1.5(c), 1.5(d) or 1.5(e) is not satisfied by the Target Date; and

(C) either of us chooses to end the agreement under clause 1.7;

(D) the STCs (small-scale technology certificates) value has reduced below that of the indicative amount quoted within this document.

or

- (ii) including the Deposit, if:
 - (A) we have failed diligently to pursue the work referenced clause 1.6;
 - (B) as a consequence of such failure any of the conditions in clauses 1.5(b), 1.5(c), 1.5(d) or 1.5(e) is not satisfied by the Target Date; and
 - (C) either of us chooses to end the agreement under clause 1.7.

5. **Price increases**

5.1 Subject to clause 5.2, we can increase the price of:

- (a) the System or any part of it;
 - (b) the installation of the System; or
 - (c) any other item specified in the Quote,
- to cover any new or increased cost in selling and installing the System under this agreement.

5.2 We can only increase prices under clause 5.1, if:

- (a) it is reasonable to do so;
- (b) we are not prohibited by law from doing so; and
- (c) we give you written notice of the increase at least one week before the Target Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.6, that new Target Date.

5.3 If we give you notice of a price increase and you prefer to end this agreement rather than accept the price increase, you can end the agreement in accordance with clause 5.4 and, if you do, we will give you refund (if any) required under clause 4.1(b).

5.4 You can end this agreement under clause 5.3 by:

- (a) calling us on our telephone number as set out in the Quote; or
 - (b) giving us written notice of this, by post or email,
- before the Target Date set out in the Quote, or, if we have notified you of a new Target Date under clauses 7.6, 11 or 12, that new Target Date.

5.5 If we send you notice of a price increase and you do not end this agreement under clause 5.3 by the relevant date, you will be taken to have agreed to the price increase.

6. **Approvals**

Grid Connection Approval

6.1 We will apply for Grid Connection Approval on your behalf. In doing this, we will:

- (a) make the application as soon as possible;
- (b) keep you updated on the progress of the application;
- (c) respond, within a reasonable timeframe, to any information or other requests from the distributor; and
- (d) promptly give you notice of the outcome of the application.

Other approvals

6.2 You are responsible for applying for and obtaining any other approvals, permits or consents required in respect of the installation of the System at the Premises.

6.3 You must apply for these approvals, permits and consents as soon as possible.

6.4 The sale and installation of the System, and your and our other obligations under this agreement, are not dependent on and will not be affected by whether and when you obtain these approvals, permits and consents.

7. **Delivery and installation**

Delivery

7.1 Provided the conditions in clause 1.5 have been satisfied, we must, or must procure, the delivery of the System to the Premises.

7.2 The risk of loss or theft of, or damage to, the System passes to you on delivery of the System to the Premises.

Installation

7.3 Provided you have paid the Milestone on Delivery, or if not applicable, the Balance, we must install, or must procure the installation of, the System at the Premises, in accordance with the Full System Design.

Target Date

7.4 We will use reasonable endeavors to deliver and install the System at the Premises on the Target Date.

7.5 You agree, however, that:

- (a) the Target Date is only a target and not a strict deadline; and
- (b) we will not be liable to you if we fail to deliver and install the System at the Premises by the Target Date.

7.6 We will notify you if we do not think we can deliver and install the System at the Premises by the Target Date, and give you a new Target Date.

7.7 If we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date, including as extended under clause 11:

- (a) you can terminate this agreement; and
- (b) if you terminate, we will give you the refund (if any) required under clause 4.1(a).

Installation requirements

7.8 We (if we install the System) or our contractor (if we procure a contractor to install the System) must:

- (a) be a CEC-Accredited Installer; and
- (b) install the System in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to CEC-Accredited Installers.

7.9 After installation of the System, we will give you any certificate or similar document regarding the electrical safety of the System which is required by law.

7.10 We will take every reasonable precaution in installing the System at the Premises. However, we will not be liable in respect of:

- (a) the structural integrity of the roof;
- (b) the roof's ability to carry the weight of the System;
- (c) any effect installation of the System has on any roof manufacturer's warranty; or
- (d) any damage to the roof or Premises which is not due to our negligence or breach of this agreement.

8. Accessing the Premises

8.1 You grant us permission to enter and remain at the Premises, and to have our contractors enter and remain at the Premises, to:

- (a) conduct one or more site inspections, if we think this is necessary; and
- (b) deliver and install the System,

at any reasonable time, provided we give you at least 3 Business Days' notice of the proposed access time.

8.2 You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System.

8.3 You must:

- (a) ensure we and our contractors have convenient and safe access to all parts of the Premises necessary to conduct any required site inspections or to deliver and install the System;
- (b) not hinder or obstruct this access; and
- (c) ensure the Premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System.

(d) If your premises contains any asbestos you must inform us in writing and before signing the contract. You are also responsible for informing our staff of subcontractors of any asbestos material on your property before any works commence. Failure to do so puts yourself and Solar Platform's representatives at risk. Any cost associated with clean-up and making good will be passed through at cost plus.

9. System maintenance

9.1 We must provide you with the Maintenance Documents.

9.2 It is your responsibility to maintain the System in accordance with these documents.

10. System performance and STCs / LGCs

Site-Specific Performance Estimate

10.1 We have calculated the Site-Specific Performance Estimate for the System and your Premises in accordance with the CEC System Design Guidelines.

Renewable Energy Target STCs / LGCs

10.2 If the Quote states that your System:

- (a) is eligible for STCs and you have chosen to apply for STCs, clauses 10.3 to 10.8 applies; and
- (b) is eligible for LGCs and you have chosen to apply for LGCs, clause 10.9 applies.

STC Incentive

10.3 We have calculated the STC Incentive based on:

- (a) the maximum quantity of STCs that can be created in respect of the System under law, taking into account the Site-Specific Performance Estimate; and
- (b) the monetary value of that quantity of STCs, and deducted the STC Incentive from the Total Price.

Assignment of STCs to us

10.4 You hereby assign to us all of your existing and future rights, title and interest in and to all STCs created or able to be created in respect of the System.

10.5 You must do anything we reasonably request of you for the purpose of perfecting, confirming or evidencing this assignment, including providing information and executing documents.

10.6 You warrant to us, when you accept the offer set out in the Quote and again on installation of the System, that you have not previously created, or assigned the right to create, any STCs in respect of the System or any other solar photovoltaic generating unit at the Premises.

Charging you the STC Incentive

10.7 If you do anything that:

- (a) obstructs or avoids the assignment under clause 10.4;
- (b) reduces the maximum quantity of STCs that can be created in respect of the System; or
- (c) renders the System ineligible for the creation of STCs,

then we can increase the Total Price by the amount of the STC Incentive, and you must pay us the STC Incentive within 10 Business Days of us invoicing you for it.

10.8 Clause 5 does not apply to any increase of the Total Price increases under clause 10.7, and you cannot end the agreement as a result of a price increase, or refuse to accept it.

LGCs

10.9 We will use reasonable endeavors to advise you of a suitable broker for the purchase of LGCs.

11. Extension of time

11.1 If:

- (a) you are in breach of any of your obligations under this agreement;
- (b) installation is hindered by inclement weather; or
- (c) we are hindered in the performance of our obligations under this agreement by an event of force majeure under clause 12, then we will notify you promptly of our reasonable extension to the original Target Date.

12. Force Majeure

12.1 If either party is affected by any of the following events, beyond its reasonable control and which prevents the performance of that party's obligations under this agreement:

- (a) any natural disaster;
- (b) any event of war, rebellion, riot or insurrection;
- (c) any governmental order or order from a national authority; or
- (d) any state-wide or nation-wide strikes or boycotts,

then the obligations affected will be suspended until such time as they are no longer prevented by the event of force majeure.

12.2 The party seeking to suspend the performance of its obligations must notify the other party promptly of such suspension, including, if the affected party is us, any extension to the Target Date.

13. System guarantees

13.1 Subject to clause 13.2, we guarantee:

- (a) our workmanship, and the workmanship of our contractors, in installing the System; and
- (b) the operation and performance of the System, will be free from fault or defect for a period of 5 years commencing on the date the System is installed (Guarantee Period), and we will repair any such default or defect notified to us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to you.

13.2 The guarantee in clause 13.1 will not apply where:

- (a) the fault or defect is not notified to us within the Guarantee Period; or
- (b) the fault or defect is a result of:
 - (i) something done by you or someone else, and not us or our contractors;
 - (ii) something beyond human control that occurred after installation, e.g., an extreme weather event;
 - (iii) the System being misused, abused, neglected or damaged after installation;
 - (iv) the System being maintained other than in accordance with the Maintenance Documents; or
 - (v) the System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by us in writing.

13.3 The guarantee in clause 13.1 is additional to any other guarantee or warranty you may have:

- (a) from the manufacturer of the System; or
- (b) under any applicable law, including the Australian Consumer Law, although 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 you if this is the case, and tell you the costs payable. The costs will be payable in advance.

13.4 During the Guarantee Period, we will provide reasonable assistance to you in making any guarantee or warranty claim against the manufacturer of the System, including by acting as your liaison with the manufacturer.

14. Complaints

Making a complaint

14.1 If you have a complaint relating to the System, its installation or this agreement generally, you can make a complaint to us by:

- (a) calling us on our telephone number as set out in the Quote; or
- (b) giving us written notice of this, by post or email.

(c) Any written complain will be acknowledged via reply to the email as soon as possible and will provide with the estimated time frame (within 15 business days) to resolve the complaint.

14.2 Your complaint in accordance will be handled with the standard complaint's procedures. It can be find in our website.

If you are still not satisfied

14.3 If you are not satisfied with the outcome of your complaint, you may be entitled to refer the complaint to with the relevant Fair Trading or Consumer Affairs office in your state or territory, as follows:

NSW:

Fair Trading

Phone: 13 32 20

QLD:

Office of Fair Trading

Phone: 13 74 68

VIC:

NETCC is administered by the Clean Energy Council

info@newenergytech.org.au

03 9929 4195

15. Privacy

15.1 We will comply with all relevant privacy legislation in relation to your personal information.

15.2 If you have any questions in relation to privacy, you can contact us by:

- (a) calling us on our telephone number as set out in the Quote; or
- (b) giving us written notice of this, by post or email.

16. Intellectual Property

16.1 We retain all ownership of and all rights in any and all of our Intellectual Property:

- (a) in existence before this agreement; or
- (b) created during the course of the performance of its obligations.

17. What happens if you fail to perform this agreement

17.1 If you:

- (a) fail to pay any amount when due; or
- (b) fail to perform your obligations in clause 8,

then we may conduct a site inspection to produce a detailed site-specific installation plan and performance estimate for a non-refundable agreed fee. However, at this point, we can identify if there is need for specialist engineering, which would lead to extra chargeable work, and that same charge can be added in the quote.

17.2 If you fail to make the required payment or perform the required obligation within one week after the date of our notice, then we may end this agreement immediately by notice to you.

17.3 If we end this agreement under clause 17.2, you must pay us any costs we incur as a result of ending the agreement, and any costs we have already incurred in respect of the delivery or installation of the System.

18. Liability

18.1 To the maximum extent permitted by law:

- (a) our total liability to you under or in connection with this agreement, whether based on breach of contract or otherwise, is limited to the value of the Total Price; and
- (b) neither of us will be liable to the other for any indirect or consequential loss (including loss of profit, loss of income, loss of generation or loss of opportunity).

19. GST

19.1 Unless otherwise stated, all amounts specified in the Quote are exclusive of GST.

20. General

Notices

20.1 Any notice under this agreement must be in writing and signed by the sender or by an authorized representative of the sender and sent to or left at the address of the addressee in the Schedule or, if the addressee has previously notified the sender in writing of an alternative address for notices, that alternative address.

20.2 If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00 pm in the place of receipt, it is regarded as having been received at 9.00am on the following Business Day.

Assignment and novation of the agreement

20.3 Without prejudice to clause 20.4, neither party can assign its rights nor novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.

20.4 Possibility of assigning of our rights under this agreement with your consent to any third party providing finance to us.

Sub-contracting

20.5 We may sub-contract any of our obligations under this agreement to a third party, provided that:

- (a) if we sub-contract any obligations:
 - (i) we will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement;
 - (ii) we will continue to be liable to you for the performance of our obligations under this agreement, even though we have sub-contracted one or more of those obligations; and
 - (iii) we will be liable to you for the acts and omissions of our sub-contractors, as if these acts and omissions were our own;

and

- (b) our obligations in relation to the design or installation of the System can only be sub-contracted to a CEC-Accredited Installer.

Amendment of the agreement

20.6 This Agreement can only be amended in writing signed by both parties.

Waivers

20.7 A waiver in connection with this agreement is not valid or binding on the party granting that waiver unless made in writing by that party.

Severance

20.8 Any term of this agreement which is or becomes invalid or unenforceable does not render the other terms of the agreement invalid or unenforceable.

Governing law of the agreement and submission to jurisdiction

20.9 The laws of the State or Territory in which the Premises are located govern this agreement, and each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

21. Meaning of capitalized terms in this agreement

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Balance means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 5.1 or 10.7.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State or Territory in which the Premises are located.

CEC-Accredited Installer

means an installer of solar photovoltaic systems accredited in this capacity by the Clean Energy Council under the Clean Energy Council Code of Conduct and Accreditation Terms and Conditions.

CEC System Design Guidelines means the Clean Energy Council System Design Guidelines for Accredited Designers.

Deposit means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 5.1 or 10.7.

Full System Design includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations, as set out in Attachment 1.

Grid Connection Approval means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Guarantee Period has the meaning given to it in clause 13.1

Intellectual Property means all current and future intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including any patents, utility models, corporate names, trade names, trademarks (including goodwill in those marks), domain names, design rights, moral rights, copyright, circuit layout rights, software, firmware, trade secrets, knowhow and the right to confidentiality.

LGC means a large-scale generation certificate created under the Renewable Energy (Electricity) Act 2000 (Cth).

Maintenance Documents means the System maintenance documents listed in Attachment 2 to this agreement.

Premises mean the premises at the address specified in the Quote.

Privacy Act means the Privacy Act 1988 (Cth).

Quote means the document titled as such which forms part of this agreement and is attached to the Terms and Conditions.

Site-Specific Performance Estimate means our site-specific estimate of the average daily energy yield of the System for each month, in kWh, as set out in the Full System Design.

STC means a small-scale technology certificate created under the Renewable Energy (Electricity) Act 2000 (Cth).

STC Incentive means the amount specified as such in the Quote.

System means the solar photovoltaic system and other equipment we are to deliver and install at the Premises under this agreement, as described in the Full System Design.

Target Date means the date specified as such in the Quote, subject to any variation of that date in accordance with clause 7.6 or 11.

Total Price means the amount specified as such in the Quote.

Terms of use

1. The Clean Energy Council Limited (CEC) owns all intellectual property rights in the Solar PV Sale and Installation Agreement (Agreement).
2. The Licensee must not remove these terms of use or any copyright statement from the Agreement.
3. The Agreement must only be used by a party designated by the CEC as a “Licensee” for the Agreement.
4. The Licensee is only permitted to use the Agreement as the basis for creating an agreement between the Licensee and its end customers for the sale and installation of solar PV equipment (Permitted Purpose).
5. The Licensee may tailor the Agreement for the Permitted Purpose. Use of the Agreement for any other purpose is prohibited.
6. The Licensee must not make claims of any nature in relation to its association with the CEC, including that it is accredited, approved or endorsed by the CEC, or that it is compliant with the Solar Retailer Code of Conduct, as a result of being granted a license to use this Agreement.
7. If the Licensee does not accept the following, then the Licensee must not use the Agreement. The CEC has prepared the Agreement as “model” terms without the requirements of any particular supplier or supply arrangement in mind. In using the Agreement, the Licensee accepts full responsibility for:
 1. a) obtaining expert advice for the Licensee’s use of the Agreement;
 2. b) compliance with all applicable laws relating to use of the Agreement and its subject- matter; and
 3. c) reflecting the Licensee’s requirements in the Agreement.

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Termination of contract

You are entitled to terminate your contract and we will provide you with a full refund if:

- a). your contract is for the supply of New Energy Tech that requires physical installation
- b). we provide you with a site-specific installation design or plan and site-specific performance estimate as an initial deliverable under the contract (rather than as part of our quote)
- c). within 10 business days of receiving our site-specific installation design plan and performance estimate you notify us that you do not accept these.

You are also entitled to terminate your contract and we will provide you with a full refund, if your contract is for the supply of New Energy Tech that requires physical installation and either of the following applies:

- a). we propose to significantly change the New Energy Tech installation design from that previously provided to you (whether provided in our quote or as a first deliverable under your contract) and you are not willing to accept the change or
- b). site conditions and circumstances beyond our control result in extra chargeable work not within the contract price and we are not willing to bear those additional costs.

You are also entitled to terminate your contract for the supply of New Energy Tech, and we will provide you with a full refund, if we fail to meet the timeframe specified in your contract for delivery and installation (if applicable), or commencement of service of any New Energy Tech. This does not apply, however, if the delay was because of circumstances that were identified in your contract as outside our control.

If you take responsibility for obtaining Energy Network connection approvals and your application is rejected after you have signed a contract with us, you may terminate the contract and we will provide you with a refund minus reasonable expenses incurred by us up to the time of the termination.

We will terminate your contract and remove New Energy Tech that we supplied to you and return the site to its former state, if:

- a).** you have a strata title property
- b).** you were required by law to obtain the Owners Corporation written consent before installing our New Energy Tech
- c).** you entered into a contract with us to supply the New Energy Tech before obtaining that written consent and
- d).** the Owners Corporation subsequently refuses to give that consent. 17 NEW ENERGY TECH CONSUMER CODE | September 2020 We will provide a full refund and conduct the removal and restoration at our cost, unless:
- e).** we advised you of the need for written consent and we have proceeded with the installation on your incorrect advice that yours is not a strata title property.

Under the Australian Consumer Law, if the sale to you was unsolicited and you are a Residential Customer, you will be given 10 business days after you sign a contract to cancel the contract without penalty (the “cooling-off period”). If you wish to withdraw from a valid contract after the expiry of any cooling-off period, we may apply our own policies regarding fees for cancellation, provided that we specified them in the initial contract. For all Customers protected by this Code, we may only impose cancellation or termination fees that are reasonable and related to the cost incurred by us.