

Island Power Co Pty Ltd

Solar PV Sale and Installation Agreement

Terms and Conditions – Version 7, 2021

1. Introduction

Who does this agreement apply to?

1.1 This agreement is between:

- (a) Island Power Co Pty Ltd ABN 35 617 149 032, 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 and battery storage 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).
- (d) making payment of the Deposit or Balance by cash, electronic transfer, or credit or debit card payment, over the telephone, in person, or by post.

1.5 However, your purchase of the System will not become final until all of the following conditions have been satisfied:

- (a) you have paid us the Deposit or Balance; and
 - (b) your electricity distributor or network operator (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval (subject to the availability of a grid connection at the Premises as set out in clause 17). For systems that will be installed in remote locations we require that your System has been granted Grid Connection Approval before we will procure and deliver your System.
- 1.6 This agreement ends when we have finished installing and commissioning the System, unless we or you end it earlier in accordance with its terms.
- 1.7 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

- 1.8 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.

Capitalised terms have special definitions

- 1.9 Capitalised terms used in the agreement have the meanings given to them in clause 16.

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. The Quote is valid for 30 days, unless otherwise specified in the Quote.

3. Payment

Payment of the Deposit

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

Payment of the Balance

- 3.2 You must pay us the Balance at the same time as we deliver the System to the Premises, or when you accept our offer set out in the Quote if so agreed. For systems that will be installed in remote locations we may request payment of the Balance before we procure and deliver your System.
- 3.3 Title in the System passes to you on payment of the Balance, provided you have already paid the Deposit and all other amounts you owe us.

Payment methods

- 3.4 Payments under this agreement can be made by 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 the money you have paid:
- (a) if we have not delivered and installed the System at the Premises within 8 weeks after the original Target Date, and you choose to end the agreement subject to clause 7.7;
 - (b) 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) Grid Connection Approval is refused (subject to the availability of a grid connection at the Premises as set out in clause 17).
 - (d) If any of the equipment quoted is unattainable and you do not agree to equipment of a similar quality to be substituted, where such agreement shall not be unreasonably withheld.

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 or delivery of the System; or
 - (c) any other item specified in the Quote,
- to cover any new or increased cost in selling, delivering or 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 any refund required under clause 4.1(b).
- 5.4 You can end this agreement under clause 5.3 by:
- (a) contacting us via the contact information 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 clause 7.6, 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 Subject to the availability of a grid connection at the Premises as set out in clause 17, 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.
- 6.2 Your purchase of the System is subject to Grid Connection Approval being granted, subject to the availability of a grid connection at the Premises as set out in clause 17.
- 6.3 If Grid Connection Approval is required and is subsequently refused, then this agreement will end and we will give you any refund required under clause 4.1(c). Approval is at the discretion of the network operator and grid connection applications are not guaranteed to be approved.

Other approvals, technical requirements, and electricity charges

- 6.4 You are responsible for applying for, obtaining, and satisfying all other approvals, permits, licenses, consents, or other obligations required in respect of the Premises and the installation of the System at the Premises. Where additional engineering or certification is required to meet the approval requirements of a third party, then the fees associated with this work will be payable by you.
- 6.5 You must apply for these approvals, permits, licenses, and consents, and meet all of your obligations, as soon as possible. For systems that will be installed in remote locations we may require that these have been secured before we will procure and deliver your System.
- 6.6 The sale and installation of the System, and our obligations under this agreement, may be dependent on and may be affected by whether and when you obtain or satisfy these approvals, permits, consents, and obligations. We will not be liable for any impacts or changes to the System, its installation, or its operation that are the result of you not satisfying clauses 6.4 and 6.5.

Network Hosting Capacity, Curtailment, and Technical Requirements

- 6.7 The network operator is responsible for providing a suitable network connection for your system and for ensuring that the network has sufficient hosting capacity to connect your system. The network operator may also require that custom inverter settings, protection settings, or connection requirements are applied to your system. These settings may impact the performance of your system at different times. We are not responsible for the network hosting capacity, the ability of the network to accept your system, the inverter or protection settings required by the network, or any network impacts or curtailment that may affect the yield, performance, or operation of your system.

Electricity Tariffs, Fees, and Charges

- 6.8 Any electricity tariffs, fees, and charges that you pay for the supply and use of electricity at your Premises are determined by and charged by your electricity retailer or network operator. We are not a party to these electricity supply tariffs, fees, and charges and are not responsible for any fees, charges, or delivery of such services. The electricity retailer or network operator may change these tariffs, fees, and charges outside of our control, and you should contact your electricity retailer or network operator before signing a contract to check what new electricity tariff rates may apply, and after installation of the solar PV system to confirm that the agreed tariff has been applied.

7. Delivery and installation

Delivery

- 7.1 Provided the conditions in clause 1.5 and 3.2 have been satisfied, we must, or must procure, the delivery of the System to the Premises. We may use a third party company to deliver the System to the Premises.
- 7.2 The risk of loss or theft of, or damage to, the System passes to you when we deliver the System or any of its components to you, or when we deliver the System or any of its components to a third party who will subsequently deliver the System to the Premises, whether that is by road freight, sea freight, air freight, or other delivery means. You are responsible for any loss or theft of, or damage to, the System during delivery to the Premises, whether delivery is by us or by a third party, and you are responsible for all insurances, charges, claims, or other fees associated with any delivery of the System to the Premises. You are responsible for arranging any insurances for the System and the payment of any insurance fees for the System.

Installation

- 7.3 Provided you have paid the Balance, and the conditions in clause 1.5 and 3.2 have been satisfied 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 endeavours 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) you acknowledge that delays in delivery, shipping, freight, and other logistics or services may be common for your installation destination. We do not guarantee installation by the Target Date and we are not liable for freight, shipping, logistics, or other delivery delays to the Premises;
 - (c) 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 Subject to Clause 7.5, if we have not delivered and installed the System at the Premises within 8 weeks after the original Target Date, you can end this agreement and, if you do, we will give you any refund required under clause 4.1(a), less any expenses incurred during delivery, whether delivery is partial or complete. You may not end this agreement if delays in delivery or installation are the result of freight, shipping, or other logistics delays or other factors that are outside of our control or are the result of the actions of a third party.

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. You must ensure that your Premises are safe and compliant with all legislation, regulations, Australian Standards, codes of practices, building codes, local planning policies and schemes, and other related building construction requirements. We will not be liable in respect of:
- (a) the structural integrity of the roof, wall, floor, or other parts of the Premises;
 - (b) your building construction materials;
 - (c) the roof's, wall's, or floor's ability to carry the weight of the System and our workers;
 - (d) any effect installation of the System has on any roof, wall, floor, or building materials manufacturer's warranty; or
 - (e) any damage to the roof, walls, floor, contents, or Premises which is not due to our negligence or breach of this agreement.
 - (f) failure by you to satisfy, meet, or obtain any Australian Standards, guidelines, codes of practice, permits, licenses, or other obligations that are required for the installation and operation of the System at your Premises and should reasonably be expected to be provided by you.
- 7.11 We are not responsible for any delays or any additional costs that may be incurred to resolve an item listed in 7.10. Where the Premises are unsafe or do not comply with the items in 7.10 then we reserve the right to stop work until the issue is rectified and you agree to pay any fees required to rectify these issues so the premises are safe for work and we can install the System.

8. 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. All remote installations require a site inspection before installation of the System. We may change the Quote if a site inspection reveals additional work that needs to be undertaken to install the System or additional materials that need to be purchased to install the System. We will advise you if there are any changes to the Quote as a result of a site inspection.

- 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
- 8.4 You must:
- (a) ensure the Premises, including its roof, floor, walls, construction materials, supporting structures, electrical wiring, and other aspects of the Premises relevant to the installation including operational procedures, emergency and fire action procedures and equipment, and ambient and environmental conditions for and within the Premises, are sound and meet all Australian Standards, Building Codes, CEC Guidelines, and other requirements for the installation and operation of the System including batteries and other components. You must secure all required permits, licenses, and approvals necessary to install your System; and
 - (b) ensure that batteries are stored in an area that: prevents access by unauthorised persons; is protected from physical damage and other environmental and external factors; satisfies all Australian Standards and CEC Guidelines, and other requirements for battery storage area and construction materials; and meets all battery manufacturer specifications with regards to minimum and maximum ambient temperature, humidity, solar radiation, sunlight, external heat sources, and ventilation; and meets all Australian Standards, CEC Guidelines, and other requirements for the installation and operation of the System and battery components.
 - (c) ensure the Premises are safe for work and free of toxic, hazardous, or dangerous materials, including asbestos. Where the Premises are unsafe or any of these materials are present the installation work may stop until the issue is rectified and you agree to manage and pay any fees required to rectify any issues so the premises are safe for work and the installation of the System.
 - (d) pay any fees associated with additional work that may be required at your Premises to meet the installation requirements for your solar System. Examples may include work required on non-compliant electrical installations, generators and/or uninterrupted power supplies, changeover or transfer switches, network and/or distribution assets, or other general electrical work that is not directly part of the System installation.
 - (e) ensure the Premises are free from asbestos, advise us in advance if any asbestos is present at the Premises, and pay for any additional works required to remediate asbestos at the Premises before we commence work. If asbestos is found at the Premises at any time during the installation we reserve the right to immediately stop work and not undertake any further work until the asbestos situation has been

resolved to our satisfaction. At no time are we responsible for the costs, removal, or remediation of any asbestos at the Premises.

- (f) pay any additional fees or accept any delays that are related to events that are outside our control, such as environmental conditions (rain, storms, floods, cyclones, inundation and related events) or pandemics (COVID).
- (g) for ground-mount systems, you will pay any fees associated with making your land or site fit for the installation of your System. Additional fees may apply for underground service location, excavation, drilling, augering or screw installation, pile driving, civil machinery and labour hire, geotechnical surveys, engineering, certification, concreting, or other costs associated with the installation of the ground mount array at your site. We will attempt to estimate additional costs for ground mount systems in advance, however a site inspection may not be able to capture or accurately estimate these costs until the work is actually undertaken. Where site conditions are discovered to require additional work or be unsuitable or non-optimal for the installation of a ground mount system then additional fees may apply. As an example, additional costs may be incurred to excavate or install footings or trenches in hard ground or rocky conditions, in unstable ground or soils with low bearing capacity, or in ground that is affected by flooding or ground water.
- (h) provide a working internet connection so your System can be monitored online and so you can receive notifications, messages, and alerts about your system and any faults or errors. You must supply a working internet connection for your system, and you are responsible for maintaining the internet connection so that the inverter can connect to the internet. You are responsible for paying any costs or fees to establish and maintain a working internet connection for your system, including paying for any modems, routers, wifi extenders, mobile internet connections, or similar devices, and the labour to design, install, and maintain such connection.

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

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. The Estimate for your system was developed using solar performance modelling software and is based on a p50 generation profile, module and inverter data sheet characterisations, flush mount racking, and nearest available meteo data for the location. We will take into account shading and azimuth at your site when calculating your estimate. Projected performance and financial returns are indicative estimates only and are not exact or final values. Variability in location, equipment performance, and weather conditions may cause changes to performance. Projected financial returns are calculated based on power bill data, power usage data, or power estimates data that you have provided to us, and the predicted performance of your system. Financial returns can be affected by your own power consumption habits which may vary through time.

STC Incentive

Under the Small-scale Renewable Energy Scheme, eligible small-scale renewable energy systems are entitled to a number of small-scale technology certificates (STCs).

The number of certificates that can be created per system is based on its geographical location, installation date, and the amount of electricity in megawatt hours (MWh) that is: generated by the small-scale solar panel, wind or hydro system over one or five years, or a single maximum deeming period, or displaced by the solar water heater or heat pump over the course of its lifetime of up to 10 years.

As a guide, one certificate is equal to one megawatt hour of eligible renewable electricity either generated or displaced by the system. You can calculate the number of certificates a system may be eligible for using the small generation unit STC calculator and solar water heater STC calculator. The Renewable Energy Target is supported by an online registry system, called the REC Registry, which facilitates the creation, validation, auditing and transfer of certificates.

Once created and validated, these certificates act as a form of currency and can be sold to recoup a portion of the cost of purchasing and installing the system, or transferred to other individuals and businesses at a negotiated price. Detailed information about the creation, trade, payment, operation, and regulatory information about STCs can be found at the official Clean Energy Regulator website, including at the following links:

STC Overview

<http://www.cleanenergyregulator.gov.au/RET/Scheme-participants-and-industry/Agents-and-installers/Small-scale-technology-certificates>

STC Eligibility

<http://www.cleanenergyregulator.gov.au/RET/Scheme-participants-and-industry/Agents-and-installers/Small-scale-systems-eligible-for-certificates>

STC Creation

<http://www.cleanenergyregulator.gov.au/RET/Scheme-participants-and-industry/Agents-and-installers/Small-scale-technology-certificates/Creating-small-scale-technology-certificates>

STC Buying and Selling

<http://www.cleanenergyregulator.gov.au/RET/Scheme-participants-and-industry/Agents-and-installers/Small-scale-technology-certificates/Buying-and-selling-small-scale-technology-certificates>

STC Clearing House

<http://www.cleanenergyregulator.gov.au/OSR/REC/STC-clearing-house>

STC Calculator

<https://www.rec-registry.gov.au/rec-registry/app/calculators/sgu-stc-calculator>

10.2 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 System Price.

Assignment of STCs to us

- 10.3 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.
- 10.4 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.
- 10.5 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

- 10.6 If you do anything that:
- (a) obstructs or avoids the assignment under clause 10.3;
 - (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.
- 10.7 Clause 5 does not apply to any increase of the Total Price increases under clause 10.6, and you cannot end the agreement as a result of a price increase, or refuse to accept it.

11. System guarantees and Services

- 11.1 Subject to clause 11.2, 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, subject to the following:
- 11.2 The guarantee in clause 11.1 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; or
 - (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.
 - 11.3 The guarantee in clause 11.1 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 costs that are payable by you for warranty-related labour, travel, technical assessment, freight, returns, delivery, or other warranty-related 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 that will be payable by you. The costs will be payable in advance. For clarity, the System guarantee listed in clause 11.1 is provided by us, and any product warranties for a product are provided by the manufacturer of the product. It is your responsibility to register any product warranties with the manufacturer and to maintain your products in accordance with the manufacturer's warranty conditions.
 - 11.4 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.
 - 11.5 After the Guarantee Period should a warranty claim arise for a component of your System then any charges for labour, travel, returns, technical assessment, shipping, or other costs arising from a claim under these warranties are payable by you. Where an identical replacement product is not available the component may be substituted with an alternative product with similar specifications.
 - 11.6 You may also request additional Services from us at any time, including advice, support, maintenance, new work, or other services that are outside the scope of the original installation of your System as specified in the Quote. We will endeavour to assist you with such Services where reasonable, and we reserve the right to charge you for Services at our standard hourly rates.
 - 11.7 You may be eligible to receive a feed-in tariff for your system under the Renewable Energy Buyback Scheme (REBS) or a similar scheme. These incentives are provided directly to you by the government. The network operator or government agency responsible for these feed-in tariffs or related schemes may change the scheme status, eligibility requirements, or financial benefits of these schemes or feed-in tariffs at any time. We are not responsible for these schemes or feed-in tariffs, and we are not able to guarantee your eligibility to these schemes nor provide any guarantees for the value or the duration of these schemes or feed-in tariffs.
 - 11.8 Battery backup power, battery modes of operation, and battery product warranties are in accordance with the official battery documentation provided to you as part of the Full System Design.
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12. Complaints

Making a complaint

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

- (a) contacting us via our contact details as set out in the Quote; or
- (b) giving us written notice of this, by post, email, or via our website.

12.2 We will handle your complaint in accordance with our standard complaints procedures. If we have volunteered to be bound by the CEC Solar Retailer Code of Conduct, then these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006.

If you are still not satisfied

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

WA: Consumer Protection
Phone: 1300 304 054

ACT: Office of Regulatory Services
Phone: (02) 6207 3000

NSW: Fair Trading
Phone: 13 32 20

NT: Consumer Affairs
Phone: 1800 019 319

Qld: Office of Fair Trading
Phone: 13 74 68

SA: Consumer and Business Services
Phone: 13 18 82

Tas: Consumer Affairs and Fair Trading
Phone: 1300 654 499

Vic: Consumer Affairs
Phone: 1300 558 181

13. Privacy

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

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

- (a) contacting us via our contact details as set out in the Quote; or
- (b) giving us written notice of this, by post, email, or via our website; or
- (c) viewing our Privacy Policy and Terms of Use on our website.

14. What happens if you fail to perform this agreement

14.1 If you:

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

then we may suspend our performance of this agreement with immediate effect, and will give you a notice asking you to make the required payment or perform the required obligation.

- 14.2 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.
- 14.3 If we end this agreement under clause 14.2, 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.

15. GST

- 15.1 All amounts specified in the Quote show both exclusive and inclusive of GST amounts, and are marked as such in the Quote.

16. General

Notices

- 16.1 Any notice under this agreement must be in writing and signed by the sender or by an authorised 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.
- 16.2 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

- 16.3 Neither party can assign its rights or novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.

Sub-contracting

- 16.4 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 Designer or CEC-Accredited Installer as applicable.

Amendment of the agreement

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

Waivers

- 16.6 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

- 16.7 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

- 16.8 The laws of the State of Western Australia govern this agreement, and each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

17. Meaning of capitalised 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 10.6.

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 10.6.

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 technical documentation, as part of a software model, or as part of the Sale and Installation Documentation provided to you.

Grid Connection Approval means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises. Any requirement for Grid Connection Approval in this agreement is subject to the availability of a grid connection at the Premises. For Premises that are offgrid, do not have immediate access to a grid connection, or are otherwise unable to access a suitable grid connection, the requirement for Grid Connection Approval in this agreement does not apply.

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 11.1

Maintenance Documents means the System, warranty, and maintenance documents included in the Sale and Installation Documentation.

Premises mean the premises at the address specified in the Quote, where the System is installed, or where the system will be installed.

Privacy Act means the *Privacy Act 1988* (Cth).

Quote means the document titled as Quote, Invoice, or Tax Invoice which forms part of this agreement and is attached to these Terms and Conditions.

Sale and Installation Agreement means this agreement and its Terms and Conditions.

Sale and Installation Documentation means all documents or files associated with the System and its sale and installation, provided to you digitally or in print, including manuals, data sheets, diagrams, procedures, guides, certifications, warranties, yield predictions, software models, invoices, appendices, attachments, contracts, Quote, Maintenance Documents, Terms and Conditions, and the Sale and Installation Agreement.

Services means any advice, support, maintenance, new work, or other services that we may provide to you in addition to the installation of the System as was originally set out in the Quote.

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.

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

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

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:
- a) obtaining expert advice for the Licensee's use of the Agreement;
 - b) compliance with all applicable laws relating to use of the Agreement and its subject-matter; and
 - c) reflecting the Licensee's requirements in the Agreement.