Standard Terms and Conditions

These Standard Terms and Conditions, together with any Statement of Work (defined in clause 2.1), set out the agreement (this '**agreement**') under the terms of which All Electric Homes Pty Ltd ABN 85 665 486 519 (**All Electric Homes**) provides Services and/or Products (each defined in clause 3) to you or the company which you represent ('**you**' , the **Customer**).

1. HOW TO READ THESE TERMS

1.1 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in these terms and conditions have the meaning given:

(a) to that word or phrase in the Statement of Work; or

(b) by the words immediately preceding any bolded and bracketed word(s) or phrase(s).

1.2 ORDER OF PRECEDENCE

Unless otherwise expressly stated, in the event of any inconsistency between these Standard Terms and Conditions and a Statement of Work, these Standard Terms and Conditions will prevail to the extent of such inconsistency, except for any Special Conditions set out in a Statement of Work, which will prevail over these Standard Terms and Conditions to the extent of such inconsistency.

2. STATEMENTS OF WORK, THESE TERMS

2.1 STATEMENTS OF WORK

(a) These Standard Terms and Conditions will apply to all the Customer's dealings with All Electric Homes, including being incorporated in all statements of work, agreements, quotations or orders under which All Electric Homes is to provide services and/or products to the Customer (each a **Statement of Work**) together with any additional terms included in such Statement of Work (provided such additional terms are recorded in writing).

(b) The Customer will be taken to have accepted this agreement if the Customer accepts a Statement of Work, or if the Customer orders, accepts or pays for any services and/or products provided by All Electric Homes after receiving or becoming aware of this agreement or these Standard Terms and Conditions.

(c) The duration of any Statement of Work is indicated by the dates set out in the Statement of Work.

(d) The parties may agree in writing to extend the term of any Statement of Work.

2.2 TYPES OF SERVICES

Fixed Price Services

(a) Where a Statement of Work indicates that All Electric Homes provides Services at a fixed price (**Fixed Price Services**) the Fixed Price Services commence on the Start Date as specified in the Statement of Work and continue unless and until the Statement of Work is terminated in accordance with this agreement or the Fixed Price Services are completed and all relevant Fees are paid.

Retainer Services

(b) Where a Statement of Work indicates that All Electric Homes provides Services on a retainer or ongoing basis (**Retainer Services**), the Retainer Services commence on the Start Date as specified in the Statement of Work and continue for the minimum term as specified in the Statement of Work (**Minimum Term**) unless and until the Statement of Work is terminated in accordance with this agreement.

(c) At any time before the expiry of the Minimum Term (and each Renewed Term), the parties may agree in writing to renew this agreement for an additional term (**Renewed Term**).

(d) The Customer may terminate Retainer Services at any time by providing All Electric Homes written notice, however, the termination will only take effect at the end of the then current Minimum Term or Renewed Term as the case may be.

Call Out Services

(e) Where the Customer requests All Electric Homes to provide Services, and no Fixed Price Services or Retainer Services have been agreed, the Customer will pay to All Electric Homes an hourly 'call out' rate for such Services, in an amount specified in the Statement of Work or, if no call out rate has been agreed in a Statement of Work, the hourly rate will be reasonably determined by All Electric Homes.

3. SERVICES AND PRODUCTS

3.1 SERVICES AND PRODUCTS

(a) In consideration for the payment of the fees set out in a Statement of Work (**Fees**), All Electric Homes will provide the Customer with the services set out in a Statement of Work (**Services**) and/or the goods set out in a Statement of Work (**Products**).

(b) Where context permits, the terms 'Products' and 'Services' shall be interchangeable when used in this agreement.

(c) Unless otherwise agreed, All Electric Homes may, in its discretion:

(i) not commence work on any Services until the Customer has paid any Fees or deposit payable in respect of such Services; and

(ii) withhold delivery of any Products or Services until the Customer has paid an invoice in respect of such Products or Services.

3.2 PRODUCTS DETERMINED BY ALL ELECTRIC HOMES WHEN PROVIDING REPAIR OR MAINTENANCE SERVICES

(a) If the Services include repair or maintenance services, the Customer agrees that All Electric Homes may install new Products as part of providing those services. If All Electric Homes, acting reasonably, in its absolute discretion, determines that a new Product should be installed as part of providing such Services, then the All Electric Homes will install that Product and the Customer must pay the relevant Product Fee for that Product, as a set out in the Statement of Work.

(b) If the price for a Product is not listed in the relevant Statement of Work, then All Electric Homes will notify the Customer if that particular Product should be installed, and seek agreement from the Customer on the price for that Product before installing it.

(c) The Customer must liaise with All Electric Homes promptly in connection with this clause 3.2. The Customer releases All Electric Homes from any liability which may arise in connection with the Customer failing to respond to All Electric Homes in relation to this clause 3.2, including if it affects Schedules, or All Electric Homes's ability to continue providing Services.

3.3 EXCLUSIVITY

The Customer agrees and warrants that:

(a) the Customer appoints All Electric Homes to provide the Services on an exclusive basis for the period of All Electric Homes providing those Services (**Project Period**); and

(b) the Customer must not allow any third party to perform services that are the same or similar to the Services, in relation to the Customer's business, during the Project Period.

3.4 TIMING

(a) As part of a Statement of Work or in the course of All Electric Homes performing the Services, the parties may agree a schedule for providing certain Services, including estimated dates of completion, deadlines or schedules (**Schedules**) which may be stated in a Statement of Work or elsewhere.

(b) All Electric Homes will use its best efforts to meet these Schedules, however whilst All Electric Homes always endeavours to meet deadlines, sometimes it is not possible for All Electric Homes to meet a deadline and the Customer agrees that any deadlines All Electric Homes

agrees to (including those set out in Schedules) are estimates only and non-binding on All Electric Homes.

(c) All Electric Homes reserves the right to revise Schedules in the event that the delay is caused by the Customer's failure to provide:

(i) timely feedback;

(ii) access to the Site; or

(iii) other information or assistance reasonably requested by All Electric Homes in order to perform the Services.

(d) All Electric Homes may also, due to various reasons beyond its control, need to make reasonable adjustments to Schedules.

3.5 DISCLAIMER

The Customer acknowledges and agrees that:

(a) any information provided to the Customer as part of or in connection with the Services is general in nature and may not be suitable for the Customer's circumstances; and

(b) it is the Customer's responsibility to comply with applicable regulations relevant to the Customer's business, including industrial relations laws and building and construction standards.

4. CHANGES

(a) The Customer must pay a 'change in scope fee', in an amount reasonably determined by All Electric Homes (**Change Fee**), for changes to Products or Services requested by the Customer which alter the scope set out in a Statement of Work and require All Electric Homes to perform additional work or incur additional costs (**Changes**).

(b) Unless otherwise agreed in writing, All Electric Homes may at its discretion extend or modify any delivery schedule or deadlines for delivery of Products or Services as may be reasonably required by a Change.

(c) All Electric Homes will only be required to perform Changes, if:

(i) All Electric Homes agrees in writing to perform the Changes;

(ii) the Customer confirms in writing that they wish for All Electric Homes to proceed with the Changes and the relevant Change Fee; and

(iii) the Customer pays the Change Fee, in accordance with clause 8.1 as if it was a Fee.

5. CUSTOMER OBLIGATIONS AND WARRANTIES

5.1 GENERAL OBLIGATIONS AND WARRANTIES

(a) (**General**) The Customer must provide All Electric Homes with all documentation, information and assistance reasonably required for All Electric Homes to perform the Services or provide the Products. Any delays may delay the provision of the Services and may incur additional charges.

(b) (**SOW Obligations**) The Customer must comply with all 'Customer Obligations' set out in a Statement of Work.

(c) (**Reasonable assistance**) During the Services, the Customer must provide reasonable assistance to All Electric Homes's personnel.

(d) (**Liaison**) The Customer agrees to liaise with All Electric Homes as All Electric Homes reasonably requests for the purpose of enabling All Electric Homes to provide Products or Services.

(e) (**Compliance with laws**) The Customer agrees that it will not by receiving or requesting the Services:

(i) breach any applicable laws, rules and regulations (including any applicable privacy laws); or

(ii) infringe the intellectual property rights or other rights of any third party or breach any duty of confidentiality.

(f) (**Capacity**) The Customer warrants that it has full authority to enter into this agreement and grant the rights and licences within it, and comply with the obligations within it.

5.2 THE SITE

(a) (**Ownership**) The Customer warrants that it is the owner of any premises that it requests All Electric Homes to provide Services, or install Products, in relation to (**Site**) or that the Customer has obtained authority from the owner/s of the Site for the Services to be performed and the Products to be delivered and installed on the Site.

(b) (**Access**) The Customer must ensure that All Electric Homes has clear and free access to the Site, and to every area of the Site that All Electric Homes reasonably needs to access to provide the Services or install Products, at the times All Electric Homes will be providing the Services or installing Products. This may include the removal of any structure, fittings or fixtures.

(c) (**Clean and ready**) On or before the Services begin, the Customer must ensure the Site is clean, unobstructed and ready for All Electric Homes to carry out the Services or install the Products, including by ensuring that the Customer's personnel, or third party personnel, do not interfere with the Services or installation of Products, and are not performing services in proximity to this such that they may disturb or obstruct the Services or installation of Products. The Customer agrees that if the Site is not clean and ready in accordance with this clause 5.2(c), All Electric Homes will nonetheless be entitled to charge the Customer a call-out fee for each member of All Electric Homes's personnel who were booked to attend the Site on that day.

(d) (**Information**) The Customer must, immediately on request, provide All Electric Homes with information identifying electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, Telstra cables, fibre optic cables, oil pumping mains, and any other services that may be on a Site.

(e) (**Approval**) The Customer must obtain any necessary authority or approval (including strata or building management approval if applicable) so that All Electric Homes can carry out the Services on the Site.

(f) (**Training**) The Customer must conduct or facilitate any inductions, training or supervision or other requirements of the Site, including anything referred to in the Statement of Work, so that All Electric Homes has full access to carry out the Services.

(g) (**No access**) Where All Electric Homes is unable to gain access to the Site due to the Customer's non-compliance with this clause 5.2, omission, fault or otherwise, it is the Customer's responsibility to reschedule any Services and All Electric Homes reserves the right to claim any referable expenses, including travel and lost income and to charge this to the Customer.

(h) (**Safety**) The Customer warrants that the Site is safe for All Electric Homes and its personnel to enter and perform the Services including, where applicable, complying with any relevant workplace and occupational health and safety legislation and requirements.

(i) (**Underground locations**) All Electric Homes may test the atmosphere in any underground locations and may charge additional fees (as reasonably determined by All Electric Homes) if such tests show that the oxygen levels will affect All Electric Homes's ability to complete the Services or install Products (as reasonably determined by All Electric Homes). All Electric Homes may also decline to perform any work if it deems that any oxygen levels at the Site are inappropriate.

5.3 CUSTOMER PLANS AND MEASUREMENTS

(a) (**Plans**) All Electric Homes will rely on the accuracy of any plans, specifications and other information the Customer

provides. The Customer acknowledges and agrees that if any of this information is inaccurate or incomplete, All Electric Homes accepts no responsibility for any loss, damages, or costs arising in relation this, including the extent to which it may have affected the Services.

(b) (**Measurements and quantities**) Where the Customer provides All Electric Homes with any measurements, or quantities of Products or other materials, required to complete the Services, it is the Customer's responsibility to verify the accuracy and comprehensiveness of these measurements and quantities, before the Customer or All Electric Homes places an order based on these measurements and quantities. All Electric Homes accepts no responsibility for any loss, damages, or costs, however resulting from the Customer's failure to comply with this clause.

5.4 DAMAGE

(a) The Customer agrees and acknowledges the Services might occasion minor damage to the Site. Where such damage occurs, All Electric Homes will use its best endeavours to repair the damage however will not be liable for any minor damage or for damage arising out of any pre-existing conditions of the Site, or any damage arising in connection with an instruction from the Customer, or the Customer's failure to warn All Electric Homes about a feature of, or a risk at, the Site.

(b) Where the Customer incurs costs repairing any damage to the Site occasioned during the installation, whether by employing third parties to conduct repairs or otherwise, All Electric Homes will not be liable for such costs, unless All Electric Homes agrees to remedy such damage in advance in writing.

5.5 ADDITIONAL FEES

If the Customer does not comply with any part of this clause 5, and this affects All Electric Homes's ability to perform the Services, then this will be considered a Change in accordance with clause 4, and the Customer will be required to pay additional service fees, as reasonably determined by All Electric Homes in accordance with that clause.

6. CUSTOMER SUPPLIED GOODS AND EXISTING CONSTRUCTION

If in performing the Services, All Electric Homes is required to use any goods and/or materials supplied by the Customer:

(a) the Customer accepts the risk of defects or deficiencies in such goods and/or materials;

(b) All Electric Homes will not be required to investigate the suitability, quality or fitness for purpose of existing or proposed materials and/or goods; and

(c) the Customer will be required to pay additional fees, as if a Change had occurred, if it requests that All Electric Homes correct any defects or issues with such goods or materials.

7. WORK TIMES

(a) (**Work times**) The Customer acknowledges and agrees that All Electric Homes will only provide Services between 7am and 5pm on weekdays (**Work Hours**).

(b) (**After Hours**) If the Customer requires Services to be performed outside the Work Hours, including where the Customer fails to make the Site available during Work Hours, the Customer will be required to pay an After Hours Rate specified in the Statement of Work (and if no After Hours Rate is set out in the Statement of Work, then the Customer must pay an hourly rate reasonably determined by All Electric Homes).

(c) (**Changing dates and times**) All Electric Homes will be entitled to change any dates or times the Services have been agreed to be provided:

(i) by giving the Customer 7 days' notice; or

(ii) on the date of the installation, if weather conditions, lack of access or other

circumstances beyond All Electric Homes's control, do not permit the Services to be carried out, or make them unreasonably difficult or inefficient to carry out.

8. FEES AND PAYMENT

8.1 FEES

(a) The Customer must pay the Fees in the amounts, and on or before the Due Date(s), set out in a Statement of Work.

(b) To the maximum extent permitted under the *Competition and Consumer Act 2010* (Cth) any Fees paid in accordance with this agreement are non-refundable.

(c) If there is no Due Date set out in a Statement of Work in relation to a Fee, that Fee must be paid at the time set out the relevant invoice issued by All Electric Homes. If there is no time set out in an invoice, that Fee must be paid within 14 days of the date All Electric Homes provides the Customer with an invoice in respect of the Fee.

8.2 INVOICES

All Electric Homes will issue a valid tax invoice to the Customer for payment of the Fees. The Customer must pay the Fees in accordance with the remittance method set out in an invoice.

8.3 LATE PAYMENT

If the Customer fails to pay the Fees in accordance with clause 8.1, All Electric Homes reserves the right to:

(a) suspend the provision of the Services or Products to the Customer, and All Electric Homes will not be responsible for any loss suffered by the Customer because of this;

(b) charge the Customer interest calculated at 12% per annum which will accrue daily and compound monthly in respect of the overdue amount from the due date for payment up to the date of actual payment of all amounts owed;

(c) seek to recover the amount due by referring the matter to a collection agency; and

(d) require the Customer to reimburse All Electric Homes for any costs it incurs, including any legal costs, in recovering the amount due or enforcing any of its rights under this agreement.

8.4 EXPENSES

(a) Unless otherwise agreed in writing:

(a) the Customer will bear all electricity charges and other service charges in relation to the operation of equipment in relation to the Services at the Site while they are being performed;

(b) the Customer will bear all travel, accommodation and related expenses reasonably incurred by All Electric Homes in connection with a Statement of Work (if any); and

(c) any third party costs incurred by All Electric Homes in the course of performing the Services may be billed to the Customer, unless specifically otherwise provided for in the Customer Form.

8.5 GST

Unless otherwise indicated, amounts stated in a Statement of Work do not include GST. In relation to any GST payable for a taxable supply by All Electric Homes, the Customer must pay the GST subject to All Electric Homes providing a tax invoice.

8.6 CARD SURCHARGES

All Electric Homes reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

9. PRODUCTS

9.1 PRICING

(a) The Customer acknowledges that despite All Electric Homes's reasonable precautions, Products may be listed

at an incorrect price, or with incorrect availability and/or other information, due to typographical errors and/or oversight. In such circumstances, All Electric Homes reserves the right to substitute the Products with a comparative product, if agreed by the Customer, or to cancel a Statement of Work, even if the Statement of Work has been paid for and previously accepted by All Electric Homes.

(b) If All Electric Homes cancels a Statement of Work in accordance with 9.1(a), All Electric Homes will, as soon as practicable, contact the Customer and issue a refund for any payment the Customer has made for the cancelled order.

(c) All Electric Homes will endeavour to make any refund under this clause using the same payment method as the payment method used by the Customer during the original purchase, however may vary this method at its discretion.

9.2 PRODUCT INFORMATION

All Electric Homes endeavours to ensure that the descriptions and specifications in relation to the Products on its website or in its catalogues are accurate. However, photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a quotation, descriptive literature or a catalogue are based on information provided by manufacturers and suppliers and, as such, All Electric Homes does not guarantee that those descriptions and specification are accurate or free from errors or omissions. All Electric Homes reserves the right to make any necessary corrections to the descriptions or specifications without notice. Nothing in this clause 9.2 is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**).

9.3 TITLE AND RISK

(a) Until the price of Products is paid in full, title in those Products is retained by All Electric Homes.

(b) Risk in the Products will pass to the Customer on delivery or on completion of purchase.

(c) If the Customer fails to take Products after the relevant purchase has been completed, All Electric Homes may, at its option, keep or resell the Products provided that All Electric Homes provides the Customer with a full refund (excluding any credit card surcharges or other transaction fees).

(d) If the Customer does not pay for any Products on the due date for payment, the Customer authorises All Electric Homes, its employees and agents to enter the Site or any other place where the Products are located and use reasonable force to retake possession of the Products without liability for trespass or damage.

(e) All Electric Homes may at its option keep or resell Products retaken from the Customer under this clause 9.3.

(f) If the Customer sells Products or sells items into which Products are incorporated before payment in full to All Electric Homes, the Customer acknowledges that such sale is made by the Customer as bailee for and on behalf of All Electric Homes, to hold the proceeds of sale on trust for All Electric Homes, in an account in the name of All Electric Homes, and must pay that amount to All Electric Homes on demand.

9.4 DELIVERY

(a) Unless otherwise indicated, amounts stated in Statements of Work, on All Electric Homes's website or in stores, do not include delivery costs.

(b) For Products to be delivered, All Electric Homes may charge the Customer for delivery (notwithstanding that it may not have previously done so).

(c) Delivery is to the delivery point specifically accepted by All Electric Homes.

(d) If All Electric Homes is unable to complete the delivery within the agreed time schedule due to the Customer's absence or other fault of the Customer, the Customer will be liable for all charges and costs incurred, including but not limited to warehousing, transportation and re-delivery.

(e) If the Customer organises delivery independently of All Electric Homes, All Electric Homes shall not be held liable for non-delivery, lateness of delivery or loss or damage of Products during transit.

(f) All Electric Homes may, at its discretion, deliver the Products to the Customer in any number of instalments.

(g) Unless All Electric Homes is delivering the Products, All Electric Homes shall not be liable for loss of or damage to Products in transit and the Customer must make all claims for such loss or damage against the carrier. All Electric Homes encourages the Customer to take out insurance to protect itself for loss of, or damage to, Products in transit.

10. DEFECTIVE PRODUCTS OR SERVICES AND ACCEPTANCE

10.1 DEFECTIVE PRODUCTS OR SERVICES

(a) Where the Customer considers that any Products provided by All Electric Homes are defective, or that Services are not of an acceptable quality, the Customer must, within a reasonable time of receiving the Product or Service, inform All Electric Homes of that fact in writing.

(b) If the Customer does not issue a notice in accordance with clause 10.1(a), the Customer will be taken to have accepted the relevant Product/Service and All Electric Homes will be entitled to the price for that Product or Service.

10.2 CUSTOMER OBLIGATIONS

Where Products or Services are the subject of a notice under clause 10.1:

(a) the Customer must, at All Electric Homes's option:

(i) in the case of Products, leave the Products, and in the case of Services, leave the goods that were the subject of the Services, in the state and condition in which they were delivered until such time as All Electric Homes or its duly authorised agent has inspected them; or

(ii) send All Electric Homes photographs, descriptions or other material evidencing the issues at the contact email address set out in the Statement of Work; and

(b) All Electric Homes will inspect the Products/Services and/or evidence of defects in the Products/Services within a reasonable time after notification by the Customer.

10.3 CALL-OUT FEE

All Electric Homes reserves the right to charge the Customer a call out fee, if upon inspection of the Products in accordance with clause 10.2, All Electric Homes determines that the Product(s) are not defective in accordance with clause 10.5.

10.4 REPAIRS OR REPLACEMENTS OF DEFECTIVE PRODUCTS

Subject to clause 15, if the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**) applies to the relevant Products or Services and, upon inspection, in the reasonable opinion of All Electric Homes, the Products/Services:

(a) are defective or of an unacceptable quality, weren't damaged or disrupted by the Customer and the Customer didn't fail to take reasonable steps to prevent the Products, or the results of the Services, from becoming damaged or unacceptable; or

(b) are otherwise not in conformity with the Statement of Work,

then, at the discretion of the Customer, All Electric Homes will:

(c) replace the Products or supply the equivalent of the Products;

(d) repair the Products;

(e) pay the Customer the cost of replacing the Products or acquiring equivalent Products; or

(f) pay the Customer the cost of having the Products repaired.

10.5 PRODUCTS CONSIDERED NOT TO BE DEFECTIVE

If, upon inspection, in the reasonable opinion of All Electric Homes:

(a) the Products are not defective; or

(b) the Products are defective due to an act or omission of the Customer, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care by the Customer; and

(c) the Products are otherwise in conformity with the Statement of Work,

then All Electric Homes will refuse the Customer's return, the Customer will be taken to have accepted the Products or Services and All Electric Homes will be entitled to the price for the Products, as well as the reasonable costs that All Electric Homes has incurred in carrying out an inspection.

10.6 ACCEPTANCE

Except where notice has been given in accordance with clause 10.1, acceptance of the Products and Services is deemed for all purposes to have taken place:

(a) when the Customer makes known to All Electric Homes that it has accepted the Products or Services;

(b) when the Customer, after delivery of Products, does any act in relation to them which is inconsistent with All Electric Homes's ownership of the Products; or

(c) upon the expiry of 7 days from the date of delivery, whichever first occurs.

10.7 WEAR AND TEAR

Products, or the results of Services, that have been subject to regular wear and tear will not be considered to be defective.

10.8 BREACH OF THIS CLAUSE

If you fail to comply with the provisions of this clause 10 in respect of a faulty Product or a Service of unacceptable quality, we may, in our absolute discretion, issue only a partial refund or no refund in respect of that Product or Service.

10.9 AUSTRALIAN CONSUMER LAW

(a) Nothing in this clause 10 is intended to limit or otherwise affect the operation of any manufacturers' warranties which you may be entitled to or any of your rights which cannot be excluded under applicable law, including under the ACL.

(b) For any Products that the ACL does not apply to, if you believe them to be faulty you should contact the relevant manufacturer.

11. SUBCONTRACTING

All Electric Homes may subcontract any aspect of providing the Services and the Customer hereby consents to such subcontracting.

12. PORTFOLIOS AND OUR WEBSITE

All Electric Homes retains the right to describe the Services and Products and reproduce, publish and display any deliverables provided to the Customer as part of the Services in All Electric Homes's portfolios and websites for the purposes of recognition or professional advancement, and to be credited with authorship of the Services and such deliverables in connection with such uses.

13. THIRD PARTY TERMS AND CONDITIONS

(a) The Customer acknowledges and agrees that the terms & conditions of third party suppliers of goods or services (**Third Party Terms**) may apply to any part of the Services.

(b) All Electric Homes will endeavour to notify the Customer of Third Party Terms that apply to the Services, in which case:

(i) the Customer must immediately notify All Electric Homes if they do not agree to the Third Party Terms; and

(ii) if All Electric Homes does not receive a notice in accordance with clause 13(b)(i) the Customer will be taken to have accepted those Third Party Terms, and All Electric Homes will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.

(c) The Customer acknowledges and agrees that if the Customer does not agree to any Third Party Terms, this may affect All Electric Homes's ability to meet agreed dates and / or times for the Services to be performed.

14. CONFIDENTIALITY, PRIVACY AND RESTRAINT

14.1 PRIVACY

(a) The parties must comply with:

(i) if applicable, their respective obligations under the *Privacy Act 1988* (Cth); and

(ii) All Electric Homes's privacy policy as in force from time to time.

(b) All Electric Homes will keep the Customer informed of any changes to All Electric Homes's Privacy policy during the term.

14.2 RESTRAINT

For the duration of any Statement of Work or Services being provided by All Electric Homes to the Customer, and for one year thereafter, the Customer must not employ or engage (or be knowingly involved in another employing or engaging) any personnel of All Electric Homes with which the Customer had contact during the course of the Services.

14.3 CONFIDENTIAL INFORMATION

The parties will not, during, or at any time after, the Term, disclose Confidential Information directly or indirectly to any third party, except:

(a) with the other party's prior written consent;

(b) as required by Law; or

(c) to their Personnel on a need to know basis for the purposes of performing its obligations under this agreement (**Additional Disclosees**).

14.4 BREACH

If either party becomes aware of a suspected or actual breach of clause 14.2 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach of clause 14.2.

14.5 PERMITTED USE

A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this agreement.

14.6 RETURN

On termination or expiration of this agreement, each party must immediately return to the other party, or (if requested by the other party) destroy, any documents or other material in its possession or control containing Confidential Information of the other party.

14.7 ADDITIONAL DISCLOSEES

Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 14. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.

14.8 MEANING OF CONFIDENTIAL INFORMATION

For the purposes of this agreement "**Confidential Information**" means information of, or provided by, a party that is by its nature confidential information, is designated as confidential, or that the recipient of the information knows or ought to know is confidential (including all commercial information exchanged between the parties), but does not include information which is, or becomes, without a breach of confidentiality, public knowledge.

15. WARRANTIES

(a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

(b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Customer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

(c) To the extent that All Electric Homes provides any express warranties from time to time in relation to Products or Services, those warranties will be voided immediately if the Customer, its personnel, any third party tradesperson or third party service provider is permitted to repair the Products or Services.

16. LIABILITY

(a) (**Limitation of liability**) To the maximum extent permitted by applicable law, the maximum aggregate liability of All Electric Homes to the Customer in respect of loss or damage sustained by the Customer under or in connection with this agreement is limited to the total Fees paid to All Electric Homes by the Customer in the 6 months preceding the first event giving rise to the relevant liability.

(b) (**Indemnity**) The Customer agrees at all times to indemnify and hold harmless All Electric Homes and its officers, employees and agents ("**those indemnified**") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Customer or the Customer's officers', employees' or agents':

(i) breach of any term of this agreement; or

(ii) negligent, fraudulent or criminal act or omission.

(c) (**Consequential loss**) All Electric Homes will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by All Electric Homes, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

17. DISPUTE RESOLUTION

(a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.

(b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party.

(c) The parties acknowledge and agree that compliance with this clause 17 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:

(i) in the case of applications for urgent interlocutory relief; or

(ii) a breach by another party of this clause 17.

18. TERMINATION

18.1 TERMINATION FOR CONVENIENCE

All Electric Homes may terminate this agreement for convenience at any time by providing 1 month's written notice to the Customer.

18.2 TERMINATION BY THE SERVICE PROVIDER

All Electric Homes may terminate this agreement or any Statement of Work in whole or in part immediately by written notice to the Customer if:

(a) the Customer is in breach of any term of these terms or any part of a Statement of Work and:

(i) fails to rectify the breach upon being given 7 days' written notice to do so; or

(ii) the breach is unable to be rectified; or

(b) the Customer becomes subject to any form of insolvency or bankruptcy administration.

18.3 TERMINATION BY THE CLIENT

The Customer may terminate this agreement if:

(a) All Electric Homes has committed a material breach of this agreement or a Statement of Work and has failed to remedy the breach within 30 days' written notice by the Customer;

(b) All Electric Homes consents to such termination, subject to the Customer's fulfillment of any pre-conditions to such consent (e.g. payment of a pro-rata portion of the agreed fees); or

(c) All Electric Homes becomes subject to any form of insolvency or bankruptcy administration.

18.4 ACCRUED RIGHTS AND LIABILITIES

The expiration or termination of this agreement will not prejudice any accrued rights or liabilities of either party, nor excuse either party from a breach of this agreement occurring prior to expiration or termination of this agreement.

18.5 CONSEQUENCES OF EXPIRATION OR TERMINATION

Upon expiration or termination of this agreement:

(a) All Electric Homes will refund any amounts paid by the Customer for goods or services not provided as at the date of expiry or termination;

(b) the Customer must pay all amounts owed for Services already provided as at the date of termination, including:

(i) expenses owed to All Electric Homes;

(ii) payments required by All Electric Homes's suppliers to discontinue their work;

(iii) usual time charges for the work of All Electric Homes's personnel to date;

(iv) All Electric Homes's standard fees in relation to work already performed; and/or

(v) an equitable amount by way of profit margin on the preceding items;

(c) each party must return all property of the other party to that other party; and

(d) each party must immediately return to each other party, or (if requested by that party) destroy, any documents in its possession or control containing Confidential Information of the other party.

18.6 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

19. FORCE MAJEURE

(a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

(i) reasonable details of the Force Majeure Event; and

(ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

(b) Subject to compliance with clause 19(a) the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

(c) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.

(d) For the purposes of this agreement, a 'Force Majeure Event' means any:

(i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(ii) strikes or other industrial action outside of the control of the Affected Party; or

(iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

(iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

20. NOTICES

(a) A notice or other communication to a party under this agreement must be:

(i) in writing and in English; and

(ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent; or

(ii) when replied to by the other party,

whichever is earlier.

21. GENERAL

21.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

21.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

21.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

21.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

21.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

21.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

21.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

21.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

21.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

21.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

21.11 INTERPRETATION

(a) (**singular and plural**) words in the singular includes the plural (and vice versa);

(b) (**gender**) words indicating a gender includes the corresponding words of any other gender;

(c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(d) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(e) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(f) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

(g) (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

(h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(i) (**includes**) the word "includes" and similar words in any form is not a word of limitation; and

(j) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

Terms of use for Solar PV Installations Only

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.

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Acknowledgements and consents

You consent to us collecting, holding, using and disclosing your information, including Personal Information, in accordance with the Privacy Act for the purposes of this agreement.	☒
You acknowledge and agree that under this agreement you assign all STCs associated with the System and its operation to us, as set out in clause 10.	☒
You acknowledge that we have explained the process surrounding the payment and trade of STCs (i.e. that STCs are only sold through a Clearing House when there is a buyer, there is no guarantee on how long they will take to sell, and the value of each certificate will be as agreed under this contract)	☒
You acknowledge and agree that we may vary the prices under this agreement in certain circumstances, as set out in clause 5.	☒
You acknowledge and agree that your electricity retailer may change your electricity retail contract or tariff, as a result of you having us install the System at the Premises, and that you should contact your electricity retailer to obtain details in relation to this.	☒
You acknowledge and agree that we have explained the terms of this agreement to you.	☒
You acknowledge and agree that we will provide you with the Maintenance Documents listed in Attachment 2 once the System is installed and commissioned	☒
You understand that provision to you of this Quote constitutes an offer from us to you on the terms of the Quote and the attached Terms and Conditions and that, by signing below, you accept that offer and enter into a legally binding agreement with us on those terms.	☒

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Solar PV Sale and Installation Agreement
Terms and Conditions

1. Introduction

Who does this agreement apply to?

1.1 This agreement is between:

(a) All Electric Homes Pty Ltd, ABN 85 665 486 519 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 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; and

(b) your electricity distributor (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval.

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.

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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 167.

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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.

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

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 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.

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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 all of the money you have paid:

(a) 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) 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.

(d) If any of the equipment quoted is unattainable and you do not agree to equipment of a similar quality to be substituted

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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 any refund 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 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 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.

6.3 If Grid Connection Approval is refused, then this agreement will end and we will give you any refund required under clause 4.1(c).

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Other approvals

6.4 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.

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

6.6 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.

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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 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 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) 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, you can end this agreement and, if you do, we will give you any refund 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.

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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.

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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.

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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.

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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.

STC Incentive

10.2 We have calculated the STC Incentive based on:

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(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.

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11. System guarantees

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 7 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.

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

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(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 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.

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.

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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) calling us on our telephone number as set out in the Quote; or

(b) giving us written notice of this, by post or email.

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:

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

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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

WA: Consumer Protection
Phone: 1300 304 054

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) calling us on our telephone number as set out in the Quote; or

(b) giving us written notice of this, by post or email.

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 are inclusive of GST.

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.

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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 Installer.

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 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.

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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.

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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 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 11.1

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.

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.

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