

Solar PV Sale and Installation Agreement Terms and Conditions

1. Introduction

Who does this agreement apply to?

1.1 This agreement is between:

- (a) Aeronergy Pty Ltd and ABN 34 142 814 695, 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 17 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 24.
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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 10% 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.

When is Deposit not refundable

- 3.6 The Deposit is not refundable to you in any circumstance except in accordance with clause 4, clause 5 and clause 6.
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4. Cooling Off Period and Cancellations

- 4.1 Subject to Clause 4.4, a 10 business day cooling off period will apply from the date of receipt of the signed Purchase Order from you. Supply of goods and services will not be made during

- the cooling off period. You must serve a written notice of rescission to us in order to exercise their cooling off rights.
- 4.2 The written notice of rescission must be served in writing on us at its usual place of business as stated in this Contract (or otherwise notified to the you from time to time) before the expiry of the cooling off period.
- 4.3 If you exercise your cooling off rights pursuant to clause 4.1, the Contract between you and us will come to an end without further recourse from and by either party.
- 4.4 You may elect to terminate the Contract after the expiration of the Cooling off Period but before the delivery of any System by us. To exercise the right to terminate under this clause, you must serve a written notice of termination on us at its usual place of business as stated in this Contract (or otherwise notified to you from time to time) before the delivery of any System by us. If you exercise the right to terminate under this clause, you will incur an administrative fee in the sum of 10% of the Total Price.
- 4.5 You acknowledge that the administrative fee referred to in clause 4.4 is fair and reasonable compensation to us for its loss and detriment arising from the termination.
- 4.6 The administrative fee referred to in clause 4.4 can be automatically deducted without further authority from any deposit or monies already paid by you to us.
- 4.7 If any deposit or monies already paid by you to us is less than 10% of the Purchase Price, then we shall be entitled to recover from you an amount up to 10% of the Purchase Price.
- 4.8 If you refuse to cooperate with us to have the system installed within six months after receiving notice of the installation schedule from us, the contract will be automatically terminated. No refund will be provided under this circumstance.
- 4.9 Notwithstanding any clause in this Terms and Conditions, where we agree to refund all or part of the money paid by you, it shall be entitled to retain such amount of funds for the payment (or reimbursement) of the costs and expenses reasonably incurred by us.

5. Refunds

- 5.1 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 11.7;
 - (b) if we give you notice of a price increase under clause 6, and you choose to end the agreement in accordance with clause 6.3 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

6. Price increases

6.1 Subject to clause 6.2, 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.

6.2 We can only increase prices under clause 6.1 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 11.6, that new Target Date.

6.3 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 by serving a notice in writing on us and, if you do, we will refund your deposit

6.4 You can end this agreement under clause 6.3 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 11.6, that new Target Date.

6.5 If we send you notice of a price increase and you do not end this agreement under clause 6.3 by the relevant date, you will be taken to have agreed to the price increase.

7. Excluded Costs

7.1 The Total Price of the system is exclusive of the cost of the meter. The cost of the meter to the electricity grid is your responsibility. You may also be liable for additional charges for the installation of a suitable meter to record the power exported to the electricity network. You may be required to pay additional costs in order to complete installation of the new meter.

8. Risk and Ownership of System

8.1 The Contract is not an unconditional sale of System to you. Risk of loss, or damage, to the System passes to you on delivery, which will occur on the earliest of the following events:

- (a) You taking possession of the System from our premises;

- (b) Completion of the loading of the System onto a transportation vehicle provided by you; or
 - (c) Delivery by us to the installation site or any other location nominated by the you, (Delivery).
- 8.2 Ownership of, and title to, the System passes to you only upon payment in full by the you of the Total Price for System and any other amounts due by you to us.
- 8.3 Until payment of the Total Price for the System (in full):
- (a) We retain full legal title to the System;
 - (b) If the System is in your possession, you will hold the System as bailee for us and must store the system so that they are clearly identifiable as the property of us;
 - (c) You Covenant with us that they will not sell, transfer or otherwise dispose of the System or any part of the solar installation which comprise of the System, without payment in full of all monies owing under the Contract;
 - (d) You covenant with us that the System or any part of the solar installation which comprise of the System. Must not be dismantled, tempered with, removed from the property (the site of installation) or otherwise interfered with, prior to payment in full of all monies owing under the Contract;
 - (e) We may call for, and recover possession of, the System at any time;
 - (f) You must at its own cost, remove (if installed), and deliver the System to us if requested to do so by us;
 - (g) You must comply with request under clause 8.3(e) as soon as reasonably practicable; and
 - (h) If you do not comply with a request by us to remove (if installed), and deliver the System to us, then we may remove and recover the System without liability for trespass, using whatever force may reasonably be necessary.

9. PPSA

- 9.1 Upon assenting to these terms and conditions in writing you acknowledge and agree that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all system that have previously been supplied and that will be supplied in the future by us to you.
- 9.2 You undertake to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which we may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

- (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 9.2(a)(i) or 9.2(a)(ii);
 - (b) indemnify, and upon demand reimburse, us for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any System charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of us;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the System in favour of a third party without the prior written consent of us;
 - (e) immediately advise us of any material change in its business practices of selling the System which would result in a change in the nature of proceeds derived from such sales.
- 9.3 You agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 9.4 You waive your rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.5 You waive your rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 9.6 Unless otherwise agreed to in writing by us, you waive your right to receive a verification statement in accordance with section 157 of the PPSA.
- 9.7 You must unconditionally ratify any actions taken by us under clauses 9.2 to 9.6.
- 9.8 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

10. Approvals

Grid Connection Approval

- 10.1 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.
- 10.2 Your purchase of the System is subject to Grid Connection Approval being granted.
- 10.3 If Grid Connection Approval is refused, then this agreement will end and we will give you any refund required under clause 5.1(c).

Other approvals

- 10.4 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.
- 10.5 You must apply for these approvals, permits and consents as soon as possible.
- 10.6 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.

11. Delivery and installation

Delivery

- 11.1 Provided the conditions in clause 1.5 have been satisfied, we must, or must procure, the delivery of the System to the Premises.
- 11.2 The risk of loss or theft of, or damage to, the System passes to you on delivery of the System to the Premises.

Installation

- 11.3 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

- 11.4 We will use reasonable endeavours to deliver and install the System at the Premises on the Target Date.
- 11.5 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.
- 11.6 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.
- 11.7 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 5.1(a).

Installation requirements

- 11.8 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.

- 11.9 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.
- 11.10 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.

Supply of Equivalent System

- 11.11 We may supply a replacement of the system with an equivalent of the system or unit. Any variations to the system design made after you have signed the agreement must be approved by you prior to installation.

12. Alteration of Installation and Design

- 12.1 You accept the installation layout and system design of the System being supplied us and acknowledges that such installation layout and system design is deemed to be suitable to the specific site.
- 12.2 If an alteration of the installation layout and/or system design is required by you, you must serve a written request on us within three working days of the notice of the scheduled Installation being sent by us by setting out the details of the proposed alteration required ("Alteration Notice").
- 12.3 We reserve the right to refuse any unreasonable alteration of the installation layout and/or system design.
- 12.4 We reserve the right to charge you for any extra costs reasonably incurred in connection with the alteration requested in the Alteration Notice.
- 12.5 If we do not receive an Alteration Notice within three working days from notice of the scheduled Installation, you will be deemed to have absolutely and unconditionally waived its rights to request for an alteration under this clause.
- 12.6 The address for service of the Alteration Notice is the usual place of business of us as stated in this Contract (or otherwise notified to you from time to time).

13. Right of entry

- 13.1 We may use any competent and qualified director, representative, associate, officer, employee, agent or subcontractor (Authorized Persons) to provide the System;
- 13.2 You grant us and each Authorized Person permission to enter and remain at the Premises, and to have our contractors enter and remain at the Premises, for the purposes of:

- (a) conduct one or more site inspections, if we think this is necessary;
- (b) delivering and installing the System;
- (c) inspecting the System;
- (d) conducting repairs or maintenance to the System;
- (e) removing the System; and
- (f) any other activities ancillary to, or necessary to facilitate, the removal of the System or any equipment upon termination of this Contract;

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

- 13.3 You will provide each Authorized Person with access to water, electricity, toilet and washing facilities;
- 13.4 You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System.
- 13.5 You will ensure that all other third-party consents necessary for the Authorized Persons to access the Site as described, in this clause are obtained prior to access being required.
- 13.6 You must:
 - (a) ensure we 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.

14. System maintenance

- 14.1 We must provide you with the Maintenance Documents.
- 14.2 It is your responsibility to maintain the System in accordance with these documents.

15. System performance and STCs

Site-Specific Performance Estimate

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

STC Incentive

- 15.2 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.

15.3 Value of STCs could fluctuate between the date of this Agreement and the date of assignment and we may adjust the Total Price in accordance with the value of the STCs on the date of assignment and you must pay the Total Price after adjustment.

Assignment of STCs to us

- 15.4 You hereby assign to us all of your existing and future rights, title and interest in and to all STCs created or able to be created in respect of the System.
- 15.5 You must do anything we reasonably request of you for the purpose of perfecting, confirming or evidencing this assignment, including providing information and executing documents.
- 15.6 You warrant to us, when you accept the offer set out in the Quote and again on installation of the System, that you have not previously created, or assigned the right to create, any STCs in respect of the System or any other solar photovoltaic generating unit at the Premises.

Charging you the STC Incentive

- 15.7 If you do anything that:
 - (a) obstructs or avoids the assignment under clause 15.4;
 - (b) reduces the maximum quantity of STCs that can be created in respect of the System;
or
 - (c) renders the System ineligible for the creation of STCs,then we can increase the Total Price by the amount of the STC Incentive, and you must pay us the STC Incentive within 10 Business Days of us invoicing you for it.
- 15.8 Clause 6 does not apply to any increase of the Total Price increases under clause 15.7, and you cannot end the agreement as a result of a price increase, or refuse to accept it.

Parties' Obligations on Rebate and Incentives

- 15.9 Electricity tariff may be applied and rates may change as a result of installing the Solar PV System. You should be responsible to contact your electricity retailer:
 - (a) Before signing a contract, to contact what new electricity tariff rates may be applied;
and
 - (b) after installation of the Solar PV System, to confirm that the agreed tariff has been applied.
- 15.10 You authorize us to apply for any grant, rebate or other benefit from the Commonwealth or State Government or any local government council in connection with the installation of a solar photovoltaic system (Rebate) in your name and to receive payment of that Rebate on your behalf.

- 15.11 You agree to sign all relevant documents, provide necessary information and take necessary action we may require, to enable us to obtain payment of a Rebate and to enable completion of the contract.
- 15.12 You acknowledge that, in certain circumstances, the Commonwealth Government, State Government or local government council (as applicable) may require repayment of the Rebate from you and in such circumstances you will authorize us to act as its agent to deal with the relevant government agency and negotiate or take such action as is necessary to resolve the requirement to make repayment, including the making of the repayment on your behalf and claim those costs from you.
- 15.13 We have no obligation to create the Large-scale technology certificates (LGCs) on the behalf of you unless you authorize us as a RECs creation agent, creation fees will apply and be payable by you.

16. Customer's Warranty

16.1 You:

- (a) Warrant that you have read and understood these Terms and Conditions and have had the opportunity to obtain independent legal advice about their terms and effect;
- (b) Warrant that all information supplied to us in connection with the supply of System (including, without limitation, the Load Profile) is true and accurate, and acknowledges that we have relied on that information in supplying the System;
- (c) Acknowledge that the performance of the System may be affected by the actions of third parties and environmental conditions including, without limitation, the number of hours of sunlight, cloud cover, weather patterns, the location of the System and the location of surrounding structures and flora;
- (d) Acknowledge that all existing electrical and plumbing infrastructure and installations at the Site prior to the installation of the System comply with all laws, Acts, rules, regulations and codes and the requirements and directions of any relevant Commonwealth, State and Local Government departments and other bodies (Laws);
- (e) Acknowledge that all descriptive specifications, illustrations, drawings, data dimensions and weights provided by us to you or otherwise contained in fact sheets, price lists and other advertising matter of us are approximate only and have not been relied upon by it.
- (f) Acknowledge that we may take photographs of the installed PV system for record keeping and/or marketing purposes.

17. System guarantees

17.1 Subject to clause 17.2, 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.

- 17.2 The guarantee in clause 17.1 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.

- 17.3 The guarantee in clause 17.1 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.

- 17.4 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.

18. Complaints

Making a complaint

- 18.1 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.

- 18.2 We will handle your complaint in accordance with our standard complaint's 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

18.3 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

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

19. Privacy

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

19.2 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.

20. What happens if you fail to perform this agreement

20.1 If you:

- (a) fail to pay any amount when due; or
- (b) fail to perform your obligations in clause **Error! Reference source not found.**,

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.

- 20.2 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.
- 20.3 We may charge interests on any amount you fail to pay when due at a rate of 10% per annum accruing daily until the payment is made in full.
- 20.4 If we end this agreement under clause 20.2, 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.
- 20.5 Without prejudice to any other remedies we may have, if at any time you are in breach of any obligation (including those relating to payment) under these terms and conditions we may suspend or terminate the supply of System to you. We will not be liable to you for any loss or damage you suffer because we have reasonably exercised its rights under this clause.
- 20.6 Without prejudice to other remedies at law we shall be entitled to cancel all or any part of any order of you which remains unfulfilled and all amounts owing to us shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to us becomes overdue, or in our reasonable opinion you will be unable to make a payment when it falls due;
 - (b) you become insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of you or any asset of yours.

21. GST

- 21.1 All amounts specified in the Quote are inclusive of GST.

22. Intellectual Property

- 22.1 We own (and this Contract does not transfer ownership of) all intellectual property rights (including, without limitation, copyright, trademarks, registered designs, patents and know how) in or in connection with or relating to the System.
- 22.2 You must not alter, remove or in any way tamper with any of the trade or other marks or numbers of us. Any software supplied by us may be used by you only on the equipment configuration specified in the Quote.

23. Exclusions and Limitation of Liability

- 23.1 Except for:
- (a) any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void; and

- (b) The guarantee set out in clause 17,
- we exclude all other conditions and warranties implied by custom, the general law or statute. The warranties and guarantees referred to in clause 23.1(a) and 23.1(b) are referred to as Non-Excluded Warranties.
- 23.2 The guarantee set out in clause 17 does not apply if unauthorised repairs or alterations, not specifically authorized by us, are made to the System, you fail to comply with all instructions of us (whether written or verbal) in relation to the fitting, installation and use of the System or the System is:
- (a) installed in a mobile or marine environment;
 - (b) subjected to improper voltage or power surges
 - (c) discoloured by mould, corroded, oxidized or the like;
 - (d) not returned to us for inspection;
 - (e) subjected to extreme environmental conditions or rapid changes in such conditions;
 - (f) damaged by accident, force of nature or any other acts beyond our reasonable control; or
 - (g) otherwise improperly installed (other than by an Authorised Person) or abused or misused.
- 23.3 The liability of us under any of the Non-Excluded Warranties is limited to:
- (a) in the case of System, replacing the System, repairing the System or payment for the cost of replacing or repairing the System, at the election of us; and
 - (b) in the case of services, re-supplying the services, having the services re-supplied or payment for the cost of having the services re- supplied, at the election of us.
- 23.4 We will not be liable for any personal injury, incidental damages, consequential losses, loss of profit, costs of business interruption, loss of opportunities or any like claims whatsoever arising from any use of, or incidental to, the System or their failure to operate, or arising out of our negligence or breach of the Contract.
- 23.5 This clause does not exclude or limit the application of any statutory provision where to do so would contravene that statute or cause any part of this clause 23 to be void.
- 23.6 The provisions of the United Nations Convention on Contracts, for the International Sale of System are expressly excluded from all Contracts.

24. General

Notices

- 24.1 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.

- 24.2 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

- 24.3 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

- 24.4 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

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

Waivers

- 24.6 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

- 24.7 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

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

25. 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 6.1 or 15.7.

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

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

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

Deposit means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 6.1 or 15.7.

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

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

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

Guarantee Period has the meaning given to it in clause 17.1

Installer means a third party accredited by the CEC and holds a valid electrical contractor licence that will carry out the labour associated with a PV solar and/or storage installation.

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

PPSA means *Personal Property Securities Act 2009* (Cth);

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).



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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 11.6.

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



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Attachment 1: Full System Design





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Attachment 2: Maintenance Documents

Document	Provided
List of equipment making up the System	<input type="checkbox"/>
Warranty information	<input type="checkbox"/>
Equipment manual	<input type="checkbox"/>
Equipment handbook	<input type="checkbox"/>
Array frame engineering certificate	<input type="checkbox"/>