

## **1. Definitions**

1.1 Clause 24 of this contract outlines definitions for all capitalized terms, except when capitalization is due to punctuation.

## **2. Purchase of System and Monitoring Services**

2.1 You agree to purchase the System from us at the Contract Price, in accordance with the terms herein.

2.2 We undertake to supply and provide the System, engaging an Installation Subcontractor for its installation at your Installation Address.

2.3 The sale of the System to you occurs immediately before its installation by the Installation Contractor at your Installation Address. Until then, we bear no obligation under the Contract for its sale to you.

2.4 If your System is capable of remote access, you authorize us to remotely access it for data collection on your System's usage, primarily for our business purposes. This access facilitates performance monitoring, remote diagnostics, alerts, software upgrades, and other necessary services.

## **3. Time for Installation**

3.1 The Installation Subcontractor will commence installation on the Starting Date, to be mutually agreed upon by the Customer, us, and our Installation Subcontractor. The Installation will commence promptly.

3.2 Allowances for delays are: 1 day for weather-related issues and 2 days for non-working days.

3.3 Subject to clause 3.4, the Installation Subcontractor will complete the installation by the Finishing Date.

3.4 The Installation Subcontractor may be granted a reasonable time extension if completion is delayed due to factors beyond their control, as permitted by law.

## **4. Contract price.**

4.1 You are obligated to pay the Contract Price and any other specified amounts per this Contract.

4.2 The Amount Payable may replace the Contract Price if certain conditions, as outlined, are met. This includes instances where we retain grants, rebates, or benefits.

4.3 Besides the Amount Payable, you must pay:

**4.3.1** Any specified fees or amounts detailed in the Details Section at specified times.

**4.3.2** Additional fees and charges related to your Installation, as communicated by your Subcontractor before installation.

## **5. Payment Other Than by Payment Plan**

5.1 Apart from the Payment Plan, you have two payment options:

- Direct payment to us in accordance with clause 5.2.
- Financing through an Approved Third-Party Financier as per clause 5.3

5.2 If opting for direct payment:

- A Deposit, if applicable, is due upon your contract acceptance.
- The remaining Amount Payable and Additional Fees are due within 14 days after Practical Completion

5.3 If selecting financing through an Approved Third-Party Financier:

- No Deposit is required.

- Upon approval, the Financier pays us the Amount Payable and Additional Fees upon Installation completion.

## **6. Payment Plan**

6.1 You may choose to pay the Amount Payable through a Payment Plan, subject to our discretion.

6.2 If accepted:

- 6.2.1** Pay any applicable Deposit.
- 6.2.2** Pay the remaining balance and Additional Fees in monthly instalments over the specified period post Practical Completion
- 6.2.3** A Cancellation Fee may apply under certain circumstances.

## **7. Refunds**

7.1 If this Contract ends before System installation due to specified reasons, any paid money will be promptly refunded.

## **8. Authorization for Installation**

8.1 You grant permission to the Installation Subcontractor to install the System of your choice at the designated Installation Address.

8.2 For solar electricity systems, you also authorize the Installation Subcontractor to connect the system to the electricity grid or arrange for its connection.

## **9. Access to the Installation Address**

9.1 You are required to provide adequate access to the Supply Address for the Installation Subcontractor to perform the installation.

9.2 During the installation process, the Installation Subcontractor will allow you:

- 9.2.1** Reasonable access to the Supply Address under their supervision.
- 9.2.2** The opportunity to view any part of the installation upon your reasonable request.

## **10. Ownership and Risk**

10.1 Ownership of the System will transfer to you either before installation at the Installation Address or upon full payment of the Amount Payable, whichever comes first.

10.2 Risk associated with the System passes to you upon its installation at the Installation Address.

## **11. Government Rebates and Environmental Rights**

11.1 You may be eligible for government grants, rebates, or other benefits, as well as the creation of environmental rights (e.g., renewable energy certificates) due to the purchase or installation of the System. However, we do not guarantee your entitlement to these benefits.

11.2 If the Amount Payable includes a reduction in the Contract Price based on the expectation of receiving government benefits, you authorize us to apply for and receive these benefits on your behalf. You also agree to fulfill any requirements, such as signing necessary documents, to facilitate the receipt of such benefits.

11.3 If we do not receive the expected government benefits included in the Amount Payable, you are obligated to pay the difference between the Amount Payable and the Contract Price within 21 days of notification.

11.4 You acknowledge that there may be circumstances where you are required to repay government grants, rebates, or benefits. We bear no responsibility in such instances.

11.5 If the Amount Payable includes a reduction in the Contract Price based on the assignment of environmental rights to us or another party designated by us, completion of the 'Assignment Form' provided by us is required. Failure to complete this form may result in contract cancellation.

## **12. Termination**

12.1 Either party has the right to terminate the Contract if the other party breaches its terms.

12.2 You can terminate the Contract if the System is not installed at the Installation Address within 90 days after the Estimated Timeframe for Installation expires or within another agreed-upon period. In such cases, we will refund the amount you've paid towards the Amount Payable.

12.3 Upon termination under clause 12.2, we are entitled to receive a reasonable amount for services provided up to the termination date, not exceeding what we would have received under the Contract, unless otherwise specified by applicable building legislation.

12.4 If Additional Fees are required for installation, and you are informed either during the pre-installation site inspection or on the day of Installation, you may terminate the Contract without incurring a Cancellation Fee. In such cases, we will refund the amount paid towards the Amount Payable.

12.5 To effectively terminate the Contract, you must notify us and the Installation Subcontractor by telephone before the System's installation.

12.6 If we or the Installation Subcontractor deem the Installation unsafe or unsuitable for your address, we may terminate the Contract and refund the amount paid towards the Amount Payable.

12.7 You have the right to terminate the Contract under clause 4.8 if applicable.

12.8 The right to terminate the Contract is additional to any other rights, powers, or remedies available to either party.

## **13. Failure to Pay**

13.1 Failure to pay any amount due under the Contract (except under a Payment Plan) entitles us to interest on the unpaid amount from the due date until payment, along with any associated recovery costs.

## **14. Statutory Warranties**

14.1 Under applicable domestic building legislation, we warrant that the work will be carried out skilfully, with suitable materials, in compliance with laws and plans, within a reasonable time, and fit for purpose if specified.

14.2 These warranties are implied into the Contract by law, and your rights for breach of these warranties are the same as those for breach of implied warranties under the applicable domestic building legislation.

14.3 Nothing in the Contract limits or removes these implied warranty rights.

## **15. Installation Subcontractor**

15.1 The Installation Subcontractor will be appropriately qualified, experienced, and licensed.

15.2 Damage caused by the Installation Subcontractor during installation will be repaired by a third party appointed by us, provided you notify us within 3 months after installation.

15.3 It's crucial to ensure that your home's structure can support the weight of the solar system. This requirement is highlighted in the contract to protect both parties involved. If there are concerns about the structural integrity of your

home, it's advisable to obtain a structural engineering report to confirm that it can indeed support the weight of the system. This step helps prevent any potential damage to your property and ensures the safe installation of the solar system.

15.4 To ensure a smooth installation process and address any potential damage to roof tiles during the installation of the system, it's advisable to have extra roof tiles available. This requirement, mentioned in the contract, places the responsibility on you to provide these tiles at your cost. However, if any tiles are damaged during the installation process, the subcontractor will replace them after the installation is complete. This clause helps to mitigate any inconvenience or additional costs that may arise due to damaged roof tiles during the installation process.

15.5 The Installation Subcontractor will strive to install the System in a position maximizing its performance.

#### **16. No Guarantee of Performance**

16.1 Solar electricity system performance depends on various factors, and we do not guarantee performance beyond legal requirements.

#### **17. Warranties and Liability**

17.1 We provide a warranty on workmanship and comply with any specific warranty periods required by law.

17.2 Except for specified warranties, manufacturer warranties, and those required by law, we do not offer express warranties. Our liability is limited to replacement or repair of the System or payment for replacement or repair, within fair and reasonable limits.

#### **18. GST**

18.1 The Contract Price includes GST.

#### **19. Information, Privacy, and Marketing**

19.1 We collect, use, and disclose your personal, credit-related, and confidential information as required by law and to provide energy-related products and services.

19.2 We may disclose this information to agents, contractors, government authorities, distributors, other energy retailers, and related bodies corporate.

19.3 We may collect and disclose information from/to third parties for verification and identity confirmation.

19.4 Failure to provide this information may affect our ability to provide products or services.

19.5 Detailed privacy and credit reporting statements are available upon request.

#### **20. Credit Assessment**

20.1 By agreeing to the contract, you authorize the company to conduct a credit assessment of you as part of their evaluation process for providing their products and services. This is a standard procedure for many financial transactions and service agreements.

#### **21. Variations**

21.1 It specifies that any changes or variations to the installation must be documented and agreed upon by both parties. This ensures that any modifications to the original agreement are formalized and agreed upon in accordance with relevant legislation.

## **22. Nature of Contract**

22.1 Contract is specifically for the sale of the system itself, not for the installation or connection to the electricity grid. It also emphasizes that the company is not obligated to carry out certain types of building work under domestic building legislation.

## **23. Miscellaneous**

23.1 entire agreement between you and the company, and any implied terms are excluded to the extent permitted by law.

23.2 In this Contract, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

23.3 This Contract is governed by the laws of the State in which the Installation Address is located (as specified in the Details Section).

## **24. Definition**

Additional Fees means the amounts described in clause 4.3.

Additional Equipment is defined in the Installation and System Ready Brochure.

Agreement Price for the purposes of clause 17 only, means the consideration to be provided under this Contract (other than under clause 17)

Amount Payable is the amount specified in the Details Section, subject to adjustment as described in clause 4.2 and clause 10 of these Contract Terms.

Applicable Domestic Building Legislation means the Building Act 2004 (ACT), Building Work Contracts Act 1995 (SA), Domestic Building Contracts Act 1995 (Vic), Domestic Building Contracts Act 2000 (Qld), the Home Building Act 1989 (NSW) and the Housing Indemnity Act 1992 (Tas) and any regulations made under these acts.

Approved Third-Party Financier means a third-party credit provider to whom we may, with your consent, provide your contact details so that they may contact you to arrange financing for the Installation of the System.

Cancellation Fee means the cancellation fee specified in the Details Section (if any).

Commencement Date has the meaning given in the introduction.

Contract means this contract, which comprises the Details Section, the Contract Terms, the Installation and System Ready Brochure (if applicable), the Installation Conditions (if applicable) and the Important Documents referred to in the Details Section and set out on our website.

Contract Price is the amount specified in the Details Section and is the price for the Installation of the System before any cash reduction we offer you based on any grant, rebate, environmental right, or other benefit which may be applicable (as further described in clause 10).

Contract Terms means this document.

Cooling Off Right means your right to withdraw from this Contract:

- (a) section 72 of the Domestic Building Contracts Act 2000 (Qld);
- (b) section 7BA of the Home Building Act 1989 (NSW); or
- (c) section 36 of the Building Work Contractors Act 1995 (SA); and
- (d) with ten days' notice if the agreed Installation date is less than or equal to 10 days,

to the extent that any of these provisions applies to this Contract.

Deposit means the amount specified as the deposit in the

Details Section (if any). Details Section means the document entitled Details Section and should be read as the first page of this Contract.

Estimated Timeframe for Installation means the estimated timeframe for installation of the System as shown on your Details Section.

Finishing Date means the date, if any, stated in the Details Section as the date the Installation is to finish. Home Product means any System which is not a solar photovoltaic system.

Installation means the installation of the System at the Installation Address.

Installation Address means the property specified as the Installation Address in your Details Section where the System will be installed.

Installation and System Ready Brochure is the brochure forming part of this Contract if this.

Contract is for the purchase of a solar PV system and available on our website.

Installation Conditions means the document titled 'Installations Conditions' forming part of this Contract (if applicable).

Installation Subcontractor means an appropriately licensed and suitably qualified and experienced third party who will undertake the Installation pursuant to a subcontract with us.

Interest means the rate of interest on any day which is the average bid rate for bills having a tenor of 1 month published by the Australian Stock Exchange as a benchmark rate, plus 2%, calculated daily, and at our discretion, compounded monthly.

Payment Plan means the payment of the Amount Payable in accordance with clause 6.2 of these Contract Terms.

Personal Information has the meaning in the Privacy Act 1988

Practical Completion means the stage where the Installation has been completed in accordance with this contract and all relevant statutory requirements, either without any omissions or defects or apart from minor omissions or defects.

Relevant Criteria for materials mean:

generally accepted practices or standards applied in the building industry for the materials;  
or

specifications, instructions or recommendations of the manufacturers or suppliers of the materials.

System Ready is defined in the Installation and System Ready Brochure.

Starting Date means the date to be decided by agreement between the Customer and us (or our subcontracted installer) unless otherwise stated in the Details Section as the date the Installation is to start.

Stated Completion Period is 5 days from the Starting Date unless otherwise stated in the Details Section as the number of days that will be required to finish the Installation once it has started.

System means the unit or system specified in the Details Section, which is to be, or has been installed, at the Installation Address pursuant to this Contract.

Variation means either an addition of work to the Installation, or an omission from the Installation.

Variation Document, if the Installation Address is in Queensland, has the meaning prescribed in Schedule 2 of the Domestic Building Contracts Act 2000 (Qld) containing the formal requirements required pursuant to section 80 of that Act. If the Installation Address is not in Queensland the variation document is a document setting out the details of the Variation.

We, our or us means the 7-star energy entity stated in the Contract Details.

You or your means the person named as the Customer in the Details Section and includes a person authorised by you.