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1. NATURE & SUBJECT OF CONTRACT

1.1. Agreement

SEG agrees to provide the Services to the Customer in consideration of payment of the Fees by the Customer, on the terms and conditions set out in this Agreement. These Terms and Conditions apply to each Proposal.

1.2. Term

- (a) Subject to clause 1.2(b), this Agreement commences on the Commencement Date and continues until the Completion Date, unless otherwise terminated in accordance with this Agreement (Term).
- (b) The Customer may, within 10 Business Days of signing the Proposal, cancel this Agreement by written notice to SEG, in which case SEG will provide the Customer with a full refund of the Deposit and any amounts paid pursuant to this Agreement.

1.3. Credit check

The Customer acknowledges and agrees that:

- (a) the delivery of the Services is subject to, and consents to, a credit check with a credit reporting agency or third party information provider to assess the Customer's credit history prior to commencement of the Service;
- (b) if SEG, in its absolute discretion, is not satisfied with the result of the credit check, SEG may terminate the Agreement by written notice to the Customer; and
- (c) if this Agreement is terminated under clause 1.3(b), SEG will promptly refund to the Customer any and all amounts paid to SEG under this Agreement.

2. Customer OBLIGATIONS

2.1. General Obligations

The Customer must:

- (a) pay the Fees in accordance with this Agreement;
- (b) ensure that the Site complies with any applicable workplace health and safety requirements;
- (c) provide SEG and its Personnel access to the Site in order to deliver the Services;
- (d) undertake any pre-installation Site remediation as reasonably required by SEG, including the repair or replacement any damaged roof tiles or tin roof sheets;
- (e) take all reasonable steps to ensure the safety of SEG's Personnel on the Site, and take any action required to rectify any risks to any persons' safety on the Site during the delivery and installation of the System;
- (f) notify SEG of any preference regarding solar panel and/or inverter placement, prior to installation commencing; and
- (g) comply with all applicable laws in respect of its obligations under this Agreement.

2.2. Minimum load requirements

- (a) The Customer acknowledges that the Site (and any building to which the System is to be applied to), must meet the applicable minimum weight, load and integrity requirements to ensure it can safely support the System.
- (b) The Customer must, at its cost and as reasonably required

by SEG engage, or permit SEG to engage on the Customer's behalf, a suitably qualified and experienced structural engineer to conduct an assessment of the Site (and any buildings) to determine whether it meets the minimum weight, load and integrity requirements for the System prior to installation.

- (c) In the event that the structural engineer engaged in accordance with 2.2(b) determines that the building is not suitable for the installation of the System, either party may immediately terminate this Agreement, and SEG will refund any amounts paid to SEG pursuant to this Agreement (but excluding any costs associated with the structural engineer's report or assessment).
- (d) The Customer acknowledges that SEG does not provide any warranty as to the accuracy or correctness of any report received under clause 2.2(b).

2.3. Acknowledgements

The Customer acknowledges and agrees that:

- (a) the Proposal is an indicative only and remains subject to a Site inspection by SEG, following which SEG may amend the Site Specific System Design as required to ensure the System is appropriate for the Site;
- (b) that any Products installed at the Site are not fixtures and may be removed by SEG in accordance with this Agreement; and
- (c) the Price may be varied in accordance with this Agreement.

3. Services

3.1. SEG's obligations

SEG will in respect of the Services:

- (a) exercise reasonable care and skill in performing the Services;
- (b) ensure that any Personnel engaged to provide the Services are suitably qualified, trained and experienced;
- (c) obtain and hold all licences and accreditations required to deliver the Services;
- (d) must comply with the Clean Energy Council Solar Retailer Code of Conduct and the CEC Solar PV Consumer Guide; and
- (e) comply with all applicable laws in the delivery of the Services.

3.2. Installation

- (a) SEG will use best endeavours to deliver and install the System by the Install Date.
- (b) The Customer acknowledges and agrees that the installation times (including the Install Date) are indicative only and SEG may vary the installation times (without notice to the Customer) and Install Date (with notice to the Customer) for the System as reasonably required, in circumstances where the delivery of the Services is affected by:
 - (i) a shortage of Product or installer availability;
 - (ii) inclement weather;
 - (iii) the nature of the Site, which results in unanticipated installation factors and/or requires additional equipment or Products necessary to install the System;
 - (iv) due to a breach of this Agreement by the Customer or suspension under clause 4.6(b); or
 - (v) any other circumstances reasonably requiring SEG to change the Install Date.

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4. PAYMENT

4.1. Fees

The Customer must pay the Fees to SEG in accordance with this clause 4.

4.2. Deposit

The Customer must pay the Deposit to SEG within 7 Business Days of the Commencement Date. The Customer acknowledges and agrees that, subject to clause 1.2(b), the Deposit is non-refundable.

4.3. Balance

Subject to clause 4.4, the Customer must pay the Balance to SEG on or before the Install Date.

4.4. Payment Plan

If a Payment Plan applies to this Agreement, the Customer must pay the Balance:

- (a) in equal monthly instalments on the 15th day of each calendar month, commencing from the first calendar month after the Commencement Date; or
- (b) where the parties have agreed in writing to milestone payments, in accordance with the progress claims submitted by SEG for each stage which shall specify the percentage of the Price applicable to that stage and any other costs, whereupon the Customer shall pay within 3 Business Days of receipt.

4.5. Method of payment

All amounts payable under this Agreement may be made by bank cheque, credit card or direct deposit, or as otherwise agreed in writing by SEG.

4.6. Interest on late payments

If the Customer fails to make a payment within 14 days of the due date under this clause 4, SEG may, in its absolute discretion:

- (a) charge interest on any overdue amounts at the Interest Rate; and/or
- (b) suspend the Services until payment is received.

5. Additional services and costs

5.1. Additional Services

The Customer acknowledges and agrees that, from time to time, SEG may incur additional costs in the course of the Services and/or be required to perform additional work not included in the Price, due to changes in Site conditions and other circumstances beyond the reasonable control of SEG, including but not limited to fees reasonably incurred in connection with:

- (a) meter installation, meter exchange or reconfiguration;
- (b) damage on meter panels;
- (c) meter and switchboard upgrades, noting older meter and switchboards may not meet current safety standards;
- (d) installation of residual current devices (safety switches);
- (e) raised frames;
- (f) cathedral ceiling;
- (g) excess conduit works;
- (h) two storey installations;
- (i) changing dedicated off peak control devices; or

any other factors which may increase SEG's costs in connection with the Services.

5.2. Additional Costs

- (a) Where SEG incurs or expects to incur additional costs in accordance with clause 5.1 (excluding any Variations), SEG will use its best endeavours to notify the Customer of the additional costs by providing no less than 3 days prior written notice or if unable to notify the Customer by advance written notice, as soon as possible after the cost is incurred.
- (b) If, at any time after the first 30 days of this Agreement but prior to the Install Date, SEG incurs or Additional Costs in excess of \$500 which have not been approved in writing by the Customer, the Customer may terminate this Agreement by written notice, in which case clause 8.3 will apply.

5.3. Travel surcharge

If the Site is located more than 100 kilometres from the nearest SEG branch, SEG may, on a per kilometre basis, charge the Customer for any kilometres travelled in excess of 100 kilometres required for the provision of the Services this Agreement. The surcharge is charged at a rate of \$0.45/per kilometre.

5.4. Connection assistance

SEG may, at its absolute discretion, assist the Customer in arranging for the System to be connected to the main grid and/or for the installation of a solar meter at the Site. The Customer acknowledges and agrees that:

- (a) agreement for the connection and/or installation is an agreement entered into exclusively between the Customer and their electricity retailer/distributor;
- (b) the Customer is responsible for any costs and/or risks associated with that connection or installation; and
- (c) to the extent SEG agrees to assist the Customer with the connection and/or installation, any additional costs reasonably incurred by SEG will be considered Additional Costs for the purpose of clause 5.

6. VARIATIONS TO SERVICES

6.1. Variations

If a party wishes to vary the Services, that party (Requesting Party) must:

- (a) provide written notice of the proposed variation to the other party (Receiving Party), setting out the details of the changes, including the reasons for the change, any variations to the Price and any resulting delays installation of the System (Change Notice);
- (b) the Receiving Party must, within 7 Business Days of receipt of the Change Notice, notify the Requesting Party whether the Change Notice is:
 - (i) accepted, in which case SEG will prepare a summary of the change setting out the agreed changes, costs, delays, changes to the Price and payment terms (Variation);
 - (ii) rejected, in which case either party may terminate this Agreement on written notice and clause 8.3 will apply; or
 - (iii) if more information is reasonably required, in which case it must be provided within 3 Business Days and notice of acceptance or

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rejection provided within 2 Business Days of receipt.

6.2. Fee rates for variations

If the Change Notice requires that:

- (a) any work items included in the Services be removed or deleted, this change shall be made at cost; and
- (b) additional work items by added to the Services, these additions shall be charged at:
 - (i) for labour, at cost plus 10%; and
 - (ii) for materials, at trade price plus 20%.

7. Small-scale Technology Certificates**7.1. Assignment of STC**

To the extent the Customer is eligible for an STC, the Customer:

- (a) hereby assigns its right to create STCs in respect of the System to SEG in lieu of an upfront cash discount and authorises SEG to deduct the STC Value from the Customer's nominated credit card (if specified); and
- (b) acknowledges that the STC Value may change and if there is any difference between the STC Value as at the Commencement Date and the Install Date or Completion Date (as applicable), the Customer must pay any shortfall to SEG.

7.2. STC Discount

Subject to clause 7.1, SEG will apply a discount equal to the reasonable expected return for the sale and administration of the STCs applicable to the System to the Price (as shown in the Proposal) (STC Discount). The Customer will:

- (a) complete any prescribed forms and/or perform all such actions to give effect to the assignment of the STCs to SEG;
- (b) ensure that an authorised representative is available at the Site during the System installation to sign the mandatory declaration assigning the STCs to SEG (if required); and
- (c) if installation is delayed due to the authorised Customer representative the Customer not being present at the Site, pay an installation rescheduling fee of \$300.

7.3. Direct sale by Customer

- (a) Clause 7.1 will not apply:
 - (i) to Customers who have selected the "STC Opt-Out" option specified in the Proposal; or
 - (ii) to the extent that the Customer has, in writing prior to the Install Date, notified SEG that it does not wish to assign the STCs.
- (b) Where clause 7.3(a) applies, the Customer acknowledges and agrees that the STC Discount does not apply and the Customer will be required to pay the full Price (as set out in the Proposal) in accordance with this Agreement.

8. TERMINATION**8.1. Termination without cause**

SEG may terminate this Agreement without cause by written notice to the Customer on or before the date that is 3 Business Days before the Install Date, in which case SEG will refund the Customer any amounts paid to SEG under this Agreement.

8.2. Termination for breach

Either party may immediately terminate this Agreement by written

notice to the other party if:

- (a) the other party is in breach of its obligations under this agreement and that breach is not remedied within 10 Business Days of receipt of notice;
- (b) the other party experiences in Insolvency Event;
- (c) the other party or any of its Personnel engage in conduct which constitutes serious misconduct, wilful neglect or incompetence; or
- (d) as otherwise specified in this Agreement.

8.3. Effect of termination

On termination of this Agreement, the Customer must:

- (a) immediately pay any unpaid Fees to SEG, including any fees for Services provided to date;
- (b) give SEG access to the Site in order to uninstall and/or take possession of the System and any Products; and
- (c) return any Confidential Information of SEG.

9. PRIVACY

- (a) Where a party obtains personal information in connection with this Agreement, that party:
 - (i) must comply with the Privacy Law. In the case that the Customer is not bound by the Privacy Law, the Customer must treat such personal information in the same manner as if the Privacy Law was applied to the Customer; and
 - (ii) must use the Personal Information only for the purposes of fulfilling its obligations under this Agreement.
- (b) The Customer acknowledges that if it breaches the Privacy Law, SEG may be held to be in breach of the Privacy Law and accordingly the Customer warrants to SEG that it, or its Personnel will not act in any way that contravenes the provisions of the Privacy Law.
- (c) Each party warrants that it will inform the other within one (2) Business Days of any privacy complaints or events which may cause the Privacy Law to be breached and to assist the other party in investigating any complaints or potential breaches, including providing access to relevant information.

10. SYSTEM WARRANTIES**10.1. Exclusions**

- (a) Subject to this Agreement and to the extent permitted by law, SEG excludes and does not give any warranty relating to or in connection with the System, the Services or the Products.
- (b) If you are treated as a consumer for the purposes of the Australian Consumer Law (ACL):
 - (i) our services come with guarantees that cannot be excluded under the ACL. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract; and

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- (ii) nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.

10.2. Product and installation warranties

The Customer acknowledges that:

- (a) (solar panels and inverters) the manufacturers of the Products (the solar panel and inverter) may provide warranties in respect of the Products, as set out in the manufacturers' documentation provided to the Customer at the time of installation of the System, and it is the Customer's responsibility to ensure the Product warranty cards or other registration requirements of the manufacturer are complied with;
- (b) (workmanship) SEG warrants that if there is a bona fide defect in the System arising as a result of defective workmanship which is reported by the Customer to SEG in writing to its Address for Service providing details of the claim within 5 years of the Install Date, SEG will either (at its cost and discretion):
 - (i) re-do or repair the installation; or
 - (ii) replace any faulty part so that the System is no longer defective; and
- (c) the warranty given under clause 10.2(b) does not apply to the extent that the defect is caused or contributed to by the Customer's improper use of the System, failure to comply with manufacturing or SEG's use and maintenance instructions, general wear and tear, failure to provide prompt notification of the defect or works undertaken on the System by a party other than SEG. Subject to clause 10.3, each party will bear their own costs associated with making any claim.

10.3. Invalid warranty claims

If the Customer makes a warranty claim to SEG under clause 10.2 and that claim is denied, the Customer must pay SEG an amount equal to the costs incurred by SEG in assessing the claim immediately on demand by SEG.

11. WARRANTIES

11.1. Mutual warranties

Each party warrants to each other party that:

- (a) this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Agreement in the capacity of trustee of any trust.

11.2. Customer warranties

The Customer warrants and represents that:

- (a) the Site and the building are structurally sound and meets the minimum load requirements to support the System; or
- (b) where a structural engineer has been engaged in accordance with clause 2.2, that the Customer has received a report from the structural engineer confirming that the Site and the building are structurally sound and meets the minimum load requirements to support the System and that a copy of that report has been

provided to SEG;

- (c) that it owns or is entitled to deal with the Site as contemplated by this Agreement;
- (d) that it holds and will maintain for the Term with a reputable insurance provider, appropriate insurances including public liability insurance and cover for any liability which may arise at common law or by virtue of any relevant workers' compensation legislation, in connection with the Site and covering all persons who access the Site, and such other insurances as required by law or reflect market and industry practice; and
- (e) that the information it the Customer has provided to SEG in respect of the Site is accurate, complete and free of error and ambiguity and acknowledges that SEG has relied on this information in preparing the Site Specific Design Solution.

11.3. SEG warranties

SEG warrants that, to the extent applicable, the Services will comply with all applicable codes, standards and specifications that the System is required to comply with under any law.

12. LIABILITY AND INDEMNITY

12.1. Liability

- (a) To the extent permitted by law and except as provided otherwise by this Agreement, SEG excludes all liability for any Claims or Liability suffered or incurred as a result of or in connection with this Agreement or its performance of its obligations under this Agreement, except where as a result of any breach of this Agreement by SEG or as a result of fraud, gross negligence or wilful misconduct by SEG or its Personnel.
- (b) Subject to any warranty claims made under clause 10.2, SEG's maximum aggregate liability under or in connection with this Agreement is the amount equal to the Fees paid by the Customer to SEG under this Agreement.

12.2. Consequential loss

- (a) Subject to 12.2(b), neither party will be liable or responsible to the other party for any loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage suffered or incurred by the other party arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those damages or losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.
- (b) Clause 12.2(a) does not apply to the extent the relevant loss or damage arises as a result of a party's gross negligence, fraud or wilful misconduct.

12.3. Indemnity

- (a) Each party indemnifies and holds harmless the other party and its Personnel against any Claims or Liability suffered or incurred as a result of or in connection with:
 - (i) any negligent, reckless or intentional act or omission or wilful misconduct of the indemnifying party; and
 - (ii) the:
 - (A) damage to or loss or destruction of any property; or

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- (B) personal injury, illness or death to any person, arising out of or in connection with the indemnifying party's obligations under this Agreement.
- (b) Both party's liability under this clause 12.3 will be reduced proportionally to the extent that the liability is caused or contributed to by the other party.
- (c) Each indemnity in this Agreement is a continuing obligation separate and independent from the party's other obligations and survives termination of this Agreement.
- (d) It is not necessary for either party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

13. TITLE and RISK

Risk in the System and the Products passes to the Customer upon installation. All right, title and interest in the System and the Products remains with SEG until SEG has received payment of all Fees owing under this Agreement.

14. PPSA

- (a) In this paragraph 14, PPSA means the Personal Property Securities Act 2009 (Cth). If a term used in this paragraph has a particular meaning in the PPSA, it has the same meaning in this paragraph.
- (b) The Customer acknowledges and agrees that this Agreement is a security agreement and that SEG may register a security interest in the Products at any time before or after delivery of the Products. The Customer waives its right under s 157 of the PPSA to receive notice of any verification of the registration.
- (c) SEG can apply amounts it receives from the Customer towards amounts owing to it in such order as SEG chooses.
- (d) If the Customer defaults in the performance of any obligations owed to SEG under this Agreement, SEG may enforce its security interest in any of its rights under this Agreement or the PPSA. The Customer agrees that in the event of a default, SEG will have the right to seize, purchase, take possession, retain, deal with and dispose of the Products in such manner as SEG sees fit.
- (e) To the maximum extent permitted by law, both parties agree that the following provisions of the PPSA do not apply to the enforcement by SEG of its security interest in the Products: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143.
- (f) Both parties agree not to disclose information of the kind mentioned in s 275(1) of the PPSA, except in circumstances required by sections 275(7)(b)-(e) of the PPSA.
- (g) The Customer must promptly do anything required by SEG to ensure that SEG's security interest is a perfected security interest and has priority over all other security interests in the Products.
- (h) Nothing in this paragraph is limited by any other provision of these Terms and Conditions or any other agreement between the parties.

15. GST

Unless otherwise specified, all amounts payable under this Agreement are exclusive of GST and must be calculated without regard to GST. If

a supply made under this Agreement is a taxable supply, the recipient of that taxable supply (Recipient) must, in addition to any other consideration, pay to the party making the taxable supply (Supplier) the amount of GST in respect of the supply.

16. Confidential information

16.1. Obligation

Subject to this clause, each party must maintain in confidence all Confidential Information and ensure that the Confidential Information is kept confidential.

16.2. Exceptions to confidentiality

A party (Beneficiary) may reveal Confidential Information of another party (Provider):

- (a) if required by law or by any stock exchange to disclose, in which case the Beneficiary must immediately notify the Provider of the requirement and must take lawful steps and permit the Provider to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the Confidential Information;
- (b) if the Confidential Information is in or enters the public domain for reasons other than a breach of this agreement;
- (c) if the Confidential Information is disclosed to the Beneficiary by a third party legally entitled to disclose that information and who is not under an obligation of confidentiality to the Provider; or
- (d) to its professional advisers to obtain professional advice.

17. DISPUTE RESOLUTION

17.1. Proceedings

If any dispute arises in relation to this Agreement, including in relation to its interpretation or any aspect of its performance, no party may commence any court or arbitration proceedings, including disputes which arise under this clause 17, unless and until the parties have complied with the procedures set out in this clause 17, except where a party seeks urgent interlocutory relief.

17.2. Notice of dispute

If any dispute arises in relation to this Agreement, including in relation to its interpretation or any aspect of its performance, a party may give written Notice of dispute (Notice of Dispute) to the other parties which states that a dispute has arisen, specifies the nature of the dispute and requests that a meeting of the authorised representative of each party be held within 10 Business Days.

17.3. Meetings between representatives

If a party receives a Notice of Dispute from any other party in accordance with clause 17.2, that party must cause an authorised representative to attend at the meeting referred to in the Notice of Dispute, which meeting may be held by contemporaneous linking by telephone or live audio visual transmission (or similar).

17.4. Dispute resolution and mediation

If, within 10 Business Days of the meeting referred to in clause 17.3 (or such further period as agreed in writing by them), the parties do not agree as to the:

- (a) dispute resolution technique and procedures to be adopted;
- (b) timetable for all steps in those procedures; and
- (c) selection and compensation of the independent person required for such technique,

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the parties must mediate the dispute. The mediation must be conducted in Sydney (or as agreed in writing between the parties) and in accordance with the Institute of Arbitrators and Mediators of Australia Mediation Rules (current as at the date of the dispute), except where they conflict with this clause 17, in which case this clause 17 will prevail.

17.5. Appointment of Mediator

If the parties have not agreed on the mediator and the mediator's remuneration within five (5) Business Days after the end of the period set out in clause 17.4, either party may request the Chairman of the Resolution Institute or the Chairman's nominee to:

- (a) appointed a person as mediator (Mediator); and
- (b) determine the remuneration of the Mediator.

The Mediator will set a timetable for the mediation of the dispute which the parties must comply with.

17.6. Commencement of proceedings

If, after following the procedures set out in clauses 17.1 to 17.5 above, the parties are unable to resolve a dispute in relation to this Agreement, any party may commence court proceedings to resolve the dispute.

18. Notices

- (a) Any notice, demand, consent, approval, request or other communication to be given under this Agreement (Notice) must be in writing and, unless this Agreement provides otherwise, in English.
- (b) The Address for Service of each party is as set out in the Proposal, as varied by notice in writing.
- (c) A Notice must be given at the recipient's Address for Service by being hand delivered, sent by email, sent by prepaid mail within Australia or sent by prepaid Express Post International (or overseas equivalent) airmail if the sender and the recipient are in different countries.
- (d) A Notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) by email, when the sender's server reports that the email has been sent and the sender does not receive a delivery failure notice (but if receipt is not on a Business Day or is after 5.00pm on a Business Day, at 9.00am on the next Business Day);
 - (iii) sent by prepaid mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iv) sent by prepaid Express Post International (or overseas equivalent) airmail between countries, on the date that is 10 Business Days after the date of posting.

19. Force Majeure

- (a) If a party to this Agreement is affected or likely to be affected by a Force Majeure Event, that party must immediately give the other prompt written notice to the other party, including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and any steps that may be taken to rectify it.
- (b) Except for the payment of money, the obligations under this Agreement of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event for so long as the Force Majeure Event continues.

20. General provisions

20.1. Entire agreement

This agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

20.2. Variation

This agreement must not be varied except by a later written document executed by all parties.

20.3. Waiver

A right created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

20.4. Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this agreement.

20.5. Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement, expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

20.6. Governing law and jurisdiction

The laws applicable in New South Wales govern this agreement. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

20.7. Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

20.8. No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

20.9. Subcontracting

SEG may subcontract any part of the Services.

20.10. Relationship of parties

Unless otherwise stated:

- (a) nothing in this agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and

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- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

20.11. Legal expenses

Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

20.12. Inconsistency

In the event of any inconsistency between the:

- (a) Terms and Conditions;
(b) Proposal;

the document higher in the list prevails to the extent of the inconsistency.

20.13. Survival

Clauses 4, 8, 10, 11, 12, 16, 17 and 20 will survive termination of this Agreement.

21. DEFINITIONS

In these terms, unless the context clear indicates otherwise:

Additional Costs means additional costs or expenses charged or incurred (in addition to the Price), in accordance with clause 5.2.

Agreement means these Terms and Conditions, the Proposal, the System Specifications and the Site Specific System Design.

Balance means the Purchase Price less the Deposit (if any) paid by the Customer, as specified on the Proposal.

Business Day means a weekday on which trading banks are open for the transaction of banking business in Sydney, NSW.

Commencement Date means the date of the Proposal, or as otherwise agreed by the parties in writing.

Completion Date means the date that the System is successfully installed on the Site and SEG notifies the Customer that the installation is complete.

Confidential Information means the terms of this agreement and all confidential information, material and technology disclosed or provided in any form by any party to any other party in connection with the subject matter of this agreement.

Connection Fee means any costs duly incurred by SEG under clause 5.4.

Customer means the customer specified in the Proposal.

Deposit means the amount specified on the Proposal.

Enforcement Costs means any costs or expenses reasonably incurred by SEG in enforcing this Agreement (including legal fees on an indemnity basis), as a result of the Customer's breach or to uninstall and repossess the Products as permitted under this Agreement.

Fees means the Price and any other amounts payable by the Customer to SEG under this Agreement, including but not limited the Connection Fee, Travel Surcharge, Enforcement Costs and Additional Costs.

Force Majeure Event means, without limiting its generality, any of the following events or occurrences, and the effect of the following events and occurrences not within a party's control, but only to the extent that the party is prevented from, or delayed in, performing that party's obligations under this Agreement, taking into account contingency

measures that party should reasonably have in place:

- (a) acts of God, including fire, tidal wave, cyclone, earthquake, landslide, mudslide;
(b) war, revolution or other state of armed hostility of a like nature;
(c) insurrection, an act of terrorism, civil disturbances or riot;
(d) collisions or accidents which constitute a major catastrophe, an example being an aircraft crash; or
(e) statewide or national industrial disputation that prevents delivery of the Services.

Insolvency Event in relation to an entity, means:

- (a) a receiver, receiver and manager, administrator, trustee or similar official being appointed over any of the assets or undertaking of the entity;
(b) the entity suspending payment of its debts generally;
(c) the entity being or becoming unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act 2001 (Cth);
(d) the entity entering into or resolving to enter into any arrangement, understanding or compromise with, or assignment for the benefit of, its creditors or any class of them;
(e) an application or order being made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the entity or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the entity otherwise than for the purpose of an amalgamation or reconstruction which has the prior consent of all of the members of the entity; or
(f) an administrator being appointed in accordance with the Corporations Act 2001 (Cth); and

and in relation to an individual, means the individual being or becoming insolvent or committing an act of bankruptcy as those terms are used in the Bankruptcy Act 1966 (Cth).

Install Date means the date of practical completion of the installation of the System by SEG as set out in the Proposal, as varied in accordance with this Agreement.

Interest Rate means 10% per annum.

Payment Plan means the payment plan as specified on the Proposal for payment of the Price by instalments (if any).

Personnel means any officers, employees, agents, representative and subcontractors.

Price means the amount specified in the Proposal, which takes into account the STC Discount (if any).

Privacy Law means the Privacy Act 1988 (Cth) and any other applicable law or codes relating to the protection of Personal Information.

Products means the various parts, materials, components, appliances and/or equipment which make up the System installed on the Site.

Proposal means the SEG Solar System Installation Proposal provided to the Customer on or before the Commencement Date.

Services means the supply and installation of the System at the Site.

Site means the address for installation as specified on the Proposal.

Site Specific System Design means the solar solution and design prepared by SEG for the proposed installation of the System at the Site



Solar for your business

and as set out in the Proposal, as modified in accordance with this Agreement.

SEG means Smart Energy Group Pty Ltd (ACN 615 998 377).

STC means Small-scale Technology Certificates, being tradable certificates which can be created, traded or assigned in exchange for an upfront discount off the cost of eligible systems or a cash payment, and which are provided by government to help reduce the upfront cost of installation.

STC Discount has the meaning given in clause 7.2.

STC Value has the meaning given in the Proposal.

System means the PV solar system nominated by the Customer and described in the Proposal, the System Specifications and the Site Specific System Design.

System Specification means the specifications applicable to the System as set out in the Proposal, as modified in accordance with this Agreement.

Travel Surcharge has the meaning given in clause 5.3.

Terms and Conditions means these SEG terms and conditions.

Term has the meaning given in clause 1.2.