



# Green Valley Solar

## SOLAR CUSTOMER CONTRACT

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### IMPORTANT NOTICE TO CUSTOMERS

This Customer Contract is important. Please read it carefully. By accepting a Quote you agree to be bound by these Terms and Conditions.

You have a right to cancel this Agreement within **10 business days** from and including the day after you enter into the Agreement.

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### 1. Definitions

In this Agreement, unless the context otherwise requires:

- **\$** means Australian dollars.
- **Agreement** means the agreement for the supply and installation of Goods and Services formed by your acceptance of the Quote together with these Terms and Conditions.
- **Goods** means the products listed in the Quote.
- **Installation Site** means the address nominated by You for delivery and installation of the Goods.
- **Practical Completion** means the installation of the Goods has been completed in accordance with the Quote, System Proposal and applicable standards, and the system is capable of operation, regardless of whether electrical inspection, metering changes or permission to operate have occurred.
- **Purchase Amount** means the total amount payable by You as set out in the Quote (as varied in accordance with this Agreement).
- **Quote** means the written quote provided by Us for the supply and installation of the Goods, incorporating these Terms and Conditions.
- **System Proposal** means the site-specific system design provided following acceptance of the Quote.
- **STCs (Small-scale Technology Certificates)** has the meaning given under applicable Commonwealth legislation.
- **Us / We / Our** means MPP Electrical Services trading as Green Valley Solar, including our employees, contractors and agents.
- **You / Your** means the person who enters into this Agreement.

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## 2. Formation of Agreement

- 2.1 An Agreement is formed upon Your electronic acceptance of the Quote and/or signing this Customer Contract.
  - 2.2 All Agreement documents will be provided in non-editable format.
  - 2.3 This Agreement may only be varied by written agreement of the parties or as permitted by these Terms.
  - 2.4 Provision of a System Proposal is a deliverable of this Agreement and will be provided prior to expiry of the cooling-off period. You may cancel if You do not consent to the System Proposal.
  - 2.5 You acknowledge You have the financial capacity to pay the Purchase Amount.
  - 2.6 We agree to comply with the New Energy Tech Consumer Code (NETCC) and applicable consumer protection laws.
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## 3. Installation Site & Access

- 3.1 You grant Us and our contractors a licence to access the Installation Site for inspection, installation, maintenance, repairs and removal of Goods.
  - 3.2 You warrant that the Installation Site and roof structure are suitable and structurally sound.
  - 3.3 You confirm You have obtained all required approvals and consents, including from the property owner (if applicable).
  - 3.4 Where monitoring is included, You are responsible for providing a stable and compatible internet connection.
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## 4. Purchase Amount

- 4.1 The Purchase Amount is as stated in the Quote and includes GST.
  - 4.2 The Purchase Amount is payable in accordance with Clause 5.
  - 4.3 The Purchase Amount is subject to site inspection. Where additional works are required, We may propose a variation to the Quote. You may accept the variation or cancel the Agreement.
  - 4.4 Metering changes and grid connection arrangements are between You and Your energy retailer or distributor and are not included in the Purchase Amount.
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## 5. Payment

- 5.1 The Purchase Amount is payable in full upon **Practical Completion** of the installation.
- 5.2 Payment methods include electronic funds transfer, cheque or cash.
- 5.3 Practical Completion occurs when the Goods have been installed in accordance

with the Agreement and are capable of operation, regardless of: electrical inspection timing, meter replacement, or permission to operate.

5.4 You must not withhold payment due to delays or actions outside Our control.

5.5 Failure to pay upon Practical Completion constitutes a material breach of this Agreement.

5.6 Interest, debt recovery and enforcement provisions apply for overdue payments in accordance with applicable law.

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## 6. Cancellation

6.1 Either party may cancel the Agreement if the other party materially breaches the terms of the Agreement.

6.2 Cooling-off rights apply for 10 business days, during which time You may cancel this Agreement.

6.3 We may cancel the Agreement if we are of the opinion that, due to conditions at the Premises, the Services cannot be performed safely, including but not limited to, the suspected presence of asbestos at the installation site.

6.3 If the Agreement is cancelled in accordance with the clauses of this Agreement, We will refund in full all amounts paid by You within 30 days.

6.4 If You cancel the Agreement in circumstances other than those set out in the Agreement, We reserve the right to charge You a \$500 cancellation fee, which You agree to pay under the terms of this Agreement.

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## 7. Installation & Electrical Inspection

7.1 Approval is required from Your Electrical Distributor to connect a PV Solar System to the electricity grid. You authorise Us to act on Your behalf to obtain grid connection approval. All relevant paperwork will be submitted prior to the installation date. Where the Distributor does not approve the proposed system, you may cancel the Agreement in accordance with clause 6

7.2 Installation dates are scheduled by agreement between the parties.

7.3 If You request a change to the scheduled installation date with less than **two (2) business days' notice**, We may charge a **rescheduling fee of \$350 (including GST)** to recover reasonable costs incurred, including labour allocation, vehicle scheduling and logistics. Any applicable rescheduling fee will be advised to You prior to being applied.

7.4 No rescheduling fee will apply where: (a) the change is initiated by Us; (b) installation cannot proceed due to weather, safety or site conditions; or (c) the delay is caused by factors outside Your reasonable control.

7.5 Installation dates may be varied by Us due to weather, supply constraints or safety considerations.

7.6 We will arrange required electrical inspection following installation where applicable.

7.7 Electrical inspection is conducted by independent authorities and is outside Our control.

7.8 Payment is not conditional upon completion or outcome of electrical inspection.

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## 8. STCs

8.1 The quoted price for the solar system includes a discount based on the anticipated value of the Small-scale Technology Certificates ("STCs") generated by the system. You assign all rights to create STCs to Us in exchange for a point-of-sale discount unless otherwise agreed in writing.

8.2 In the event there is a change in the value of the STC price after the Agreement has been entered into, We will notify You of the new total amount payable and reissue a quote with the varied price. If you do not accept the varied price this agreement will be cancelled as per clause 6.

8.3 You irrevocably agree to complete and execute for the benefit of Us any documents, contracts, or tasks reasonably required for the creation of the STC's in a timely manner.

8.4 If You do not complete the required tasks or provide the necessary information within **30 days** of being requested to do so, We may issue an invoice to You for the value of the STCs as listed as a discount on Your invoice. You must pay this invoice within 7 days.

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## 9. Feed-in Tariffs

9.1 Feed-in tariffs and retail energy arrangements are Your responsibility.

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## 10. Risk & Ownership

10.1 Risk passes to You upon installation.

10.2 Title passes upon payment in full.

10.3 **Transfer of ownership:** Where the Installation Site is sold, manufacturer warranties may transfer to subsequent owners, and Australian Consumer Law guarantees may apply for a reasonable period. Proof of installation date, system details and ownership may be required.

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## 11. Warranties & Service Calls

11.1 Goods and Services are warranted in accordance with Green Valley Solar's Solar System Warranty and / or Battery System Warranty.

11.2 Our Goods and Services also come with guarantees that cannot be excluded under the Australian Consumer Law.

11.3 Manufacturer warranties apply and may be transferable in accordance with

manufacturer terms.

11.4 Where a service call relates to a fault covered by warranty or consumer guarantees, no service call fee will be charged.

11.5 Where a service call relates to non-warranty matters or no fault is found, a service fee will apply.

11.6 Monitoring or connectivity issues caused by internet or network failures do not constitute a failure of the Goods or Services.

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## 12. Internet Connectivity & Monitoring

12.1 Many system components require a reliable internet connection for monitoring, diagnostics, safety checks and firmware updates.

12.2 It is the system owner's responsibility to maintain internet connectivity.

12.3 Some manufacturer warranties require systems to remain online. We are not responsible for warranty impacts caused by connectivity issues.

12.4 Connectivity issues are not covered by system warranties.

12.5 We may assist with remote troubleshooting at our discretion.

12.6 Site visits requested for connectivity issues will incur a service fee unless related to a warranty fault.

12.7 Hardwiring the system to the router may be arranged at installation for an additional fee.

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## 13. Laws & Severability

13.1 This Agreement is governed by the laws of Victoria.

13.2 Any unenforceable provision may be severed without affecting the remainder.

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## 14. Privacy

14.1 Personal information will be handled in accordance with applicable privacy laws.