



SOLAR SYSTEM CUSTOMER CONTRACT

Dear Customer,
this customer contract is important. Please read it carefully. When you agree to purchase a Solar System from us, you agree to the Terms and Conditions of this Agreement.
You have a right to cancel the Agreement within 10 business days from and including the day after you entered into the Agreement.

1. Meaning of the words in this document

\$ means Australian dollars;

Agreement An agreement for the supply and purchase of Goods and Services (Agreement) will be formed on the basis of the Quote and these Terms and Conditions upon your electronic acceptance of the Quote and/or signing this Customer Contract

Goods mean the products listed under items as set out in the Quote

Installation Site is the address nominated by you for the delivery of Goods and Services described in the Quote

Purchase Amount means the \$ amount You must pay to Us for the supply and installation of the Goods as indicated on the Quote or as amended by clause 4.3.2

Quote means the quote for the Goods and Services provided by us, which incorporates by reference these Terms and Conditions.

System Proposal means the site-specific full system design including proposed roof plan, orientation and tilt of panels, expected efficiency losses and performance estimate provided upon acceptance of the Quote.

STC's (Small-scale Technology Certificates) Small-scale technology certificates or STCs, are a tradeable commodity attached to eligible installations of renewable energy systems (including solar panels, solar water heaters and heat pumps)

Us/We/Our means MPP Electrical Services trading as Green Valley Solar, our employees, contractors and/or agents

You is the person who enters into this Agreement with Us, and Your has the corresponding meaning.

2. The Agreement

- 2.1 An Agreement for the supply and purchase of Goods and Services (Agreement) will be formed on the basis of the Quote and these Terms and Conditions upon your acceptance of the Quote.
- 2.2 The Agreement may be varied by us in accordance with these Terms and Conditions or by each party's agreement in writing.
- 2.3 Provision of a System Proposal is a deliverable of this contract and will be provided to you before the expiry of the cooling off period. You may cancel the Agreement if You do not consent to the System Proposal
- 2.4 You acknowledge that You have the financial capacity to make full payment of the Purchase Amount
- 2.5 Under the Agreement, we agree to comply with the Clean Energy Council Solar PV Retailer Code of Conduct.

3. Installation Site

- 3.1 You grant us and our contractors a licence to enter the installation site for the purposes of:
 - 3.1.1 inspecting the proposed installation site;
 - 3.1.2 installing the Goods;
 - 3.1.3 inspecting the Goods;

- 3.1.4 conducting repairs or maintenance to the Goods;
- 3.1.5 removing the Goods and any equipment; and
- 3.1.6 any other activities ancillary to, or necessary to facilitate, the above activities
- 3.2 You acknowledge to Us, that to the best of Your knowledge, the installation site is structurally sound for the purpose of installation of the Goods
- 3.3 You warrant and represent that: (a) you are the owner of the Installation Address; (b) you have obtained all consents and approvals required for the Installation Subcontractor to install the System at the Installation Address, including from the owner; and (c) the roof of the property at the Supply Address is structurally sound to accommodate the load of the System, including the base and frame (you may need to obtain a structural engineering report to make this warranty and representation).
- 3.4 You acknowledge that, if You are purchasing monitoring as part of the Goods and Services, it is Your responsibility to provide a stable and compatible internet connection to enable monitoring to take place.

4. Purchase Amount

- 4.1 The Purchase Amount of the Goods and Services is the price set out in the Quote. The Purchase Account is inclusive of GST as identified in the Quote.
- 4.2 You acknowledge that payment of the Purchase Amount is an express term of this Agreement and is required on the day of installation.
- 4.3 The Purchase Amount is dependent upon inspection of the installation site (which will be conducted prior to the installation date).
 - 4.3.1 Upon inspection of the installation site, we may determine the need to undertake additional works not described in the Quote in order to meet regulatory compliance for Your installation. This may include, but is not limited to switchboard modifications.
 - 4.3.2 If we determine additional works are required as per 4.3.1 We may need to apply a variation to the Purchase Amount. We will advise you of the variation and you may either accept the varied Purchase Amount or cancel the Agreement. If you cancel the Agreement clause 6.2.2 will apply.
 - 4.3.3 The Purchase Amount will not be varied by Us on the date of installation under any circumstances.
- 4.4 Although We will assist in arranging connection to the main grid and meter installation, the agreement to undertake this connection is between You and Your energy retailer and/or distributor. The cost to purchase and install the new meter is NOT included in the Purchase Amount, and will be charged to You by Your energy retailer following installation of the solar system.

5. Payment of the Purchase Amount

- 5.1 You are required to pay the Purchase Amount as follows:
 - 5.1.1 the amount of the deposit (if any) on the day you commit to purchase; and
 - 5.1.2 the balance (being the Purchase Amount less the deposit) in full no later than the day of installation.
- 5.2 Payment can be made via electronic funds transfer, cheque, or cash
- 5.3 We will issue a receipt for all payments made including the deposit.
- 5.4 If you fail to pay the Purchase Price when due, or if any purported payment by you is not honoured, you must pay on demand any costs, expenses or losses which have been, or are likely to be, incurred by us as a result, including costs associated with the collection of any outstanding amounts (including the costs of any debt collection agency) and/or any cheque dishonour fees.
- 5.5 If you fail to pay the Purchase Price when due you acknowledge and agree that we may (without prejudice to any other rights or remedies that we may have):
 - 5.5.1 charge interest on the overdue amount at a rate equal to the rate specified in the Penalty Interest Rates Act 1983 (Vic) plus 2% which will be calculated on a day by day basis from the date the amount was due until the date the overdue amount is paid in full;
 - 5.5.2 lodge a default on your credit history file;
 - 5.5.3 engage a debt collection agency to pursue the outstanding debt on our behalf, as well as any other costs, expenses or losses incurred by us as a result of your failure to pay (including the costs of the debt collection agency);
 - 5.5.4 commence legal proceedings in order to recover any debt owed by you and our fees and expenses in bringing legal proceedings against you, including administration and legal fees on a solicitor/client basis. and/or;
 - 5.5.5 recover possession of the Goods at any time, in which instance you grant to us a non-exclusive licence to enter onto the Premises in order to remove the Goods.

5.5.5.1 should We recover the Goods due to your failure to pay the Purchase Amount, You agree that You will pay the labour costs associated with the installation and removal of the Goods.

6. Cancellation

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

6.2 Cancellation by you:

6.2.1 You may cancel the Agreement within 10 business days from and including the day after you entered into the Agreement (Cooling Off Period). If you cancel the Agreement during the Cooling Off Period, we will refund in full all amounts paid by you up to and including the date of cancellation within 30 days.

6.2.2 You may cancel the Agreement in accordance with clause 2.3, 4.3.2, 6.2.1, 7.1, 7.2 or 7.3 we will refund in full all amounts paid by you up to and including the date of cancellation within 30 days.

6.2.3 If You cancel the Agreement in circumstances other than those set out in clauses 2.3, 4.3.2, 6.2.1, 7.1, 7.2 or 7.3, We reserve the right to charge You a \$500 cancellation fee, which You agree to pay under the terms of this Agreement.

6.3 Cancellation by us:

6.3.1 In addition to 6.1, 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 presence of asbestos at the installation site.

6.3.2 If we cancel the Agreement, we will refund in full all amounts paid by you up to and including the date of cancellation within 30 days.

7. Installation

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 Distributer does not approve the proposed system, you may cancel the Agreement in accordance with clause 6.2.2

7.2 Installation will be scheduled at a mutually agreeable date, within 6 weeks of Us receiving grid connection approval. Where We are unable to complete the installation on the agreed date and You do not agree to an alternative proposed date You may cancel the Agreement. If you cancel the Agreement clause 6.2.2 will apply.

7.3 Should for any reason the final system design be varied from that detailed on the Quote and System Proposal, We will provide You with an amended System Proposal. If You do not agree with the amended System Proposal You may cancel the Agreement and clause 6.2.2 will apply.

7.4 You authorise Us to install the Goods at the installation site and arrange for the connection of the solar system to the grid.

7.5 You warrant and represent that You have obtained all consents and approvals required for Us to install the Goods at the installation site, including consent from the owner (if the owner is not You)

7.6 Installation on the agreed date may be postponed by us due to factors beyond Our control including weather and supply of the Goods to Us.

7.7 If You elect to reschedule the installation with less than 24 hours' notice to Us, We may charge a \$250 reschedule fee which You agree to pay under the terms of this Agreement.

7.8 You or a person authorised by You must be present at the installation site upon completion of the installation by Us to finalise required documentation and other tasks.

7.8.1 If You or a person authorised by You are not at the installation site as per 7.6 we will need to schedule an appointment with You. In this instance we will charge a \$150 site visit fee which You agree to pay under the terms of this Agreement.

7.9 Where an installation occurs on a tile roof, We accept no responsibility or costs for any broken tiles or damages caused as a result of water leaks arising from tiles broken during installation. If tiles are broken during installation our installers will replace broken tiles (if you have spares), or relocate and provide temporary repair to tiles with silicone. You are responsible for replacing these tiles to prevent future leaks.

8. Assignment of STC's

8.1 Upon entering into the Agreement, You unconditionally undertake to assign and are deemed to have assigned to Us any right to or rights to create STC's that may exist or arise in relation to the Goods;

8.1.1 You agree that valuable consideration in the form of a point-of-sale discount has been provided to You by Us in exchange for You assigning to Us the rights to or rights to create STC's;

- 8.1.2 You irrevocably agree to complete and execute for the benefit of Green Valley Solar any documents, contracts, or papers reasonably required for the creation of the STC's
- 8.2 At the time of entry into this Agreement, You may elect to retain any right or rights to create STC's by providing Us with notice in writing and We will amend the Purchase Amount to include the market value of the rights on the date of entry into this Agreement, as determined by Us, and provide You with notice in writing of the amended Purchase Amount.

9. Feed In Tariffs

- 9.1 Following installation of your solar system your electricity retailer may change your contract. You may be entitled to receive a feed in tariff from your electricity retailer in relation to electricity produced by the Goods which is fed back into the electricity network, and/or your current tariff rates may change. We strongly recommend that you personally contact your electricity retailer before signing a contract for advice about the exact feed in tariffs that apply to your situation. We strongly recommend that you contact your electricity retailer again following the installation to confirm that the agreed tariff has been applied.

10. Risk and Ownership of the Goods

- 10.1 Risk of loss or damage to the Goods will pass to You upon installation of the Goods at the installation site, or when you otherwise take possession of the Goods.
- 10.2 You remain liable to pay for the Goods notwithstanding any loss, damage or deterioration to the Goods which occurs after risk in the Goods passes to You.
- 10.3 Ownership of, and title to, the Goods passes to You only upon payment in full by You or on Your behalf of the Purchase Amount and any other amounts owed by You.

11. Warranties

- 10.1 The Goods and Services are warranted on the terms of Green Valley Solar's Solar System Warranty
- 10.2 In addition to Green Valley Solar's Solar System Warranty, our Goods and Services also come with further guarantees that cannot be excluded under the Australian Consumer Law.
- 10.3 the Goods also come with manufacturers' warranties, the details of which are in the documentation provided by Us to You at the time of installation.
- 10.3.1 By entering into the Agreement, you authorise us to act on your behalf, including by providing your personal information to the manufacturer as and when necessary, to register or activate any such warranties.
- 10.4 Where a service call is carried out for a problem with the Goods or Services which is covered under warranty or a consumer guarantee under the Australian Consumer Law (ACL), You will NOT be charged a service call fee.
- 10.5 Where a service call is carried out which is not covered by a warranty or a consumer guarantee under the ACL, or where there is otherwise no problem with the Goods or Services, You will be charged a service call fee at \$150 per hour plus the cost of materials (+GST).
- 10.6 With reference to 3.4 if you require assistance with your monitoring system relating to Your internet connection We will attempt to troubleshoot the issue remotely, however if You request a site visit, the service call fee will apply as per 10.5.

12. Laws and Waiver

- 11.1 The Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria. The parties agree to submit to the exclusive jurisdiction of the courts of the State of Victoria.
- 11.2 If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable it may be severed and the remaining terms or parts will continue in full force and effect.
- 11.3 Any failure of a party to exercise or enforce any provisions of, or any rights it may have under, the Agreement shall not constitute a waiver of such right or provision unless such waiver is acknowledged and agreed to by the other party in writing.

13. Privacy

- 13.1 We will only provide Your personal details to third parties for the purpose of completing and connecting Your solar installation. We may also use Your personal information for the purpose of advertising Our services to You.