

### Contract Details

<b>Additional Fees and Charges</b> (clause 2.3)	[*****]
<b>Completion Date</b> (clause 4.2)	The later of 3 months after: <ul style="list-style-type: none"> <li>(a) the expiration of the Cooling Off Period;</li> <li>(b) if construction of the Premises has not been completed, the date the final occupation certificate has been issued; and</li> <li>(c) the date you provide us with access to the Premises for installation of the System.</li> </ul>
<b>Cooling Off Rights</b> (clause 1.1)	Not a current requirement.
<b>Deposit Payable</b> (clause 3.2a)	Works greater than \$7,500, deposit of no more than 6.5%.
<b>Domestic Building Insurance</b>	No current requirement
<b>Exclusions</b>	[additional exclusions not listed in clause 14]
<b>Licence Number</b>	WA: [TBA]
<b>Payment Timing</b> (clause 3.1a))	Payment shall be due as follows:  \$[see deposit limits above] on execution of the terms  \$[*****] on completion of installation  Additional Fees are due on Completion
<b>Premises</b>	[*****]
<b>Quote Number</b>	[*****]
<b>System Price</b>	\$[*****]
<b>System Details</b>	[*****]

## 1. Our Contract

- 1.1** Subject to any Cooling Off Rights and the terms and conditions of this Contract, you agree to purchase the System from us for the System Price and we agree to supply and install the System.

## 2. Price and Payment

- 2.1** Unless otherwise agreed in writing, the price payable for the System (including Installation and Commissioning at the Premises) is the System Price.

- 2.2** The System Price may be reduced in the event that we receive a Government Benefit or Rebate (GBR) and you acknowledge and agree we are entitled to keep the GBR in order to make that reduction. The System Price after the GBR deduction becomes the amount payable and any reference in the Contract to the System Price are subject to such deductions.

- 2.3** In addition to the System Price, you will have to pay any additional fees and charges associated with your System that we advise to you prior to commencing installation, either during a pre-installation site inspection or on the day of your installation. It is impossible for us to determine those costs until an inspection of the Premises takes place.

## 3. Payment

- 3.1** You may pay the System Price for the System either:

- a) directly to us in accordance with the Contract, at the times specified in the Contract Details; or
- b) via a financing arrangement with an Approved Third Party Financier in accordance with clause 3.6.

- 3.2** Subject to the Applicable Domestic Building Legislation, if you elect to pay us directly:

- a) a Deposit is due and payable upon your execution of the Contract. Payment may be made through the myFlo system or over the telephone using the myFlo reference number;
- b) subject to any Cooling Off Right, the Deposit is non-refundable, unless we change the System

Price prior to commencing installation or the Contract is terminated;

- c) the Deposit payable on a System shall be applied towards payment of the System Price for that System when installation of the System is complete;

- d) the remaining System Price and Additional Fees are due and payable in accordance with the Contract Details. Payment may be made through the myFlo system or over the telephone using the myFlo reference number.

- 3.3** We reserve the right to keep \$250 of the Deposit if you terminate this Contract after the expiry of any applicable Cooling Off Right period and after a pre-installation inspection has occurred, but prior to Installation, unless the Contract is terminated in accordance with clause 18.2a) or clause 18.2f). We will refund you the remaining Deposit within 7 working days of the date of termination. In the case of termination in accordance with clause 18.2f), the Deposit will be refunded within 7 working days from the date notice of termination is provided.

- 3.4** If you delay payment of the money owing to us under this Contract, then we may charge interest on the outstanding amount at the Default Rate, accruing daily from the due date for payment. Our right to charge interest on any amount outstanding is in addition to our other rights and remedies under this Contract.

- 3.5** Any fees and charges incurred by us (such as call out fees and/or legal fees), that arise from late or non-payment, will be charged to you and will form part of the System Price.

- 3.6** If you elect to pay for the System through an Approved Third Party Financier you must comply with any and all directions given by the Approved Third Party Financier in respect of payment including but not limited to confirming that the System has been Installed and Commissioned.

## 4. Inspection, installation, and delivery

- 4.1** We may contact you to arrange a mutually agreeable time to inspect the Premises prior to Installation of the System. Once an inspection has been conducted, another time may be arranged for Installation of the System (the Commencement Date). On the Commencement Date, you or one of your authorised nominees must be present at the Premises to provide us with reasonable access to enable us to perform the Installation and Commissioning of the System. We will take all necessary precautions to prevent damage and unnecessary disturbance to the Premises and make good any damage caused solely by us.

- 4.2** Subject to 4.3 and only if a date is specified in the Contract Details, we will complete installation of the System by the Completion Date.

- 4.3** To the extent permitted by law, we are entitled to a reasonable extension of time to complete installation of the System where we are delayed by a cause which is beyond our reasonable control, including but not limited to weather delays and industry wide non-working days.

## 5. Commissioning

- 5.1** Our accredited installers will undertake Commissioning of the System after Installation to ensure that it operates in accordance with the manufacturer's guidelines. Commissioning of the System will be deemed to have occurred when the System commences to operate at the Premises and is dependent on the Meter connection and clause 12.

## 6. Your obligations

- 6.1** You are responsible for obtaining all consents, approvals, licences, rights and authorisations which we require to commence and complete the Installation of the System at the Premises. We will obtain any approval required by a DNSP to connect to and export electricity to the Distribution Network (but only where export enabled generation is contemplated for the Premises in the Quote).

## 7. Access Licence

**7.1** At all relevant times during Installation and Commissioning, you grant to us a licence to access sufficient parts of the Premises (including the Meter box, switchboard, proposed inverter location, external walls and the roof where the System is to be mounted), to enable us to perform the Installation and Commissioning of the System (**Access Licence**). You warrant that you have the ability and the authority to grant the Access Licence.

**7.2** If you fail to pay the System Price on or before the times specified in the Contract Details or fail to do all things necessary to enable us to receive an applicable GBR, then the Access Licence referred to in clause 7.1 will survive for any reasonable period of time which is necessary for us, at our discretion, to reclaim possession of the System (or any part of it) and remove the System (or any part of it) from the Premises, subject to us providing at least 7 days notice of such access and removal. If you rectify the payment default within the 7 day notice period, our right to reclaim possession of the System ceases.

**7.3** If we remove the System (or any part of it) from the Premises in accordance with the rights granted under the Contract, then we shall repair or re-instate any damage to the Premises which is the reasonable consequence of the Installation of the System.

## 8. Ownership and Risk

**8.1** We shall be the legal and beneficial owner of the System at all times until payment in full of the System Price. The System is personal property and shall not attach to or be deemed a part of, or a fixture to, the Premises. If required, you will provide to us a notice acknowledging that the System is not a fixture and remains the property of us regardless of any finding adverse to the presumption that the System is our personal property.

**8.2** Ownership and title of the System pass to you on receipt by us on full

and final payment of the System Price.

**8.3** Notwithstanding clauses 8.1 and 8.2, all risk of loss or damage to the System passes to you on Completion and from that date, the System is your responsibility.

**8.4** Until the full and final payment of the System Price has been received by us:

- a) you will hold the System as bailee (and you accept your appointment as bailee) and must store the System separately and in such manner so that the System is clearly and readily identifiable as our property;
- b) we may call for, and recover possession of the System at any time as permitted under this Contract;
- c) pursuant to the Access Licence, we or our contractors may remove and recover the System as permitted under this Contract as a licensee and without liability for trespass.

**8.5** Our interest in the System is a security interest. You consent to us registering our security interest on the Personal Property Securities Register under the *Personal Property Securities Act 2009* (Cth) (**PPSA**) and agree to provide all assistance reasonably required by us to facilitate the registration. Until title in the System has passed to you in accordance with this clause 8, you agree that you will not in any way assign, charge, lease or deal with the System in such a manner as to create a security interest over the System in the favour of yourself or any third party.

**8.6** To the extent permitted by law: (a) you waive your rights to receive any notice that is required by any provision of the PPSA; (b) for the purposes of sections 115(1) and 115(7) of the PPSA: (i) we do not need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and (ii) sections 142 and 143 are excluded; and (c) for the purposes of section 115(7) of the PPSA, we do not need not comply with sections 132 and 137(3) of the PPSA.

## 9. System Guarantee, Warranty and Warranty Exclusions

**9.1** All Manufacturers Warranties will be provided to you in the Handover Pack.

**9.2** The System is not designed for emergency backup of lifesaving equipment and you should not rely upon the operation of the System for this purpose.

**9.3** While unlikely, our System may not operate correctly as a result of updates or due to a temporary fault. You acknowledge and agree that we will not be liable for any loss or damage suffered, including but not limited to loss of life, as a result of the failure of, reliance upon, misapplication or misuse of, our Systems including but not limited to backup of emergency lifesaving equipment.

**9.4** Whilst we expect the System to operate and perform to a standard which is in accordance with manufacturer specifications, each installation location is different and we do not provide a solar generation guarantee on the System. The performance of the System may be impacted by a range of circumstances, including but not limited to the following:

- a) the construction, installation or intrusion of surrounding structures or objects after the date of Completion;
- b) obstruction or intrusion caused by flora after the date of Completion; or
- c) the occurrence of a Force Majeure Event or a breach of the Contract by you, and whether or not such impact is caused directly or indirectly by an act, error or omission of you or any other third party.

## 10. Variations and Additional Work

**10.1** Any Variation requested by you after your order has been placed must be in writing to us. Acceptance of any Variation requested by you will only be once both parties have signed the Variation Document. We reserve our right to accept or reject any Variation request at our discretion. Any additional fees or costs incurred as a result of any accepted Variation

will be charged to you in addition to the System Price.

## **11. Small-scale Technology Certificate (STC)**

**11.1** Where the System is a PV System, ownership of, and any and all rights and interests in any STCs that are or may be created by anything done (or omitted to be done) under or in connection with the supply of the System and/or provision of the installation of the System (Bradford STCs), will vest in us. You acknowledge that you have no entitlement to any interest in, or benefits derived from any Bradford STCs, and that the Quote has been offered, and the Contract entered into, on this basis.

**11.2** You must promptly do all things necessary or required by us to assign or transfer the rights of any Bradford STCs to us, or our nominee.

**11.3** We may withdraw the Quote at any time no less than 5 days prior to any notified and agreed date for Installation, if there is a change in any Applicable Legislation which has or may have an effect on the commercial viability of the pricing of the Quote, including where the System is a Photo Voltaic System and, as a result of the change, the market value of an STC is reduced to less than 90% of the value for STCs prevailing in the market at the time we submitted our Quote.

**11.4** If you fail to comply with your obligations under clause 11.2, you must pay to us the value of the STC Discount detailed in the Quote.

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

**12.1** You may be entitled to receive a GBR from the Commonwealth or State Government or create environmental rights (including, renewable energy certificates) as a result of the purchase or installation of the System. We do not warrant that you will receive the GBR or be entitled to create the environmental rights.

**12.2** If the System Price incorporates a cash reduction on the basis that we will receive payment of the GBR,

you shall apply for, do all things necessary to apply for and/or authorise us to apply for that GBR in your name and to receive payment of that GBR on your behalf. You agree to sign whatever documents we may reasonably require, and to take whatever other action we may reasonably require, in order to obtain payment of that GBR.

**12.3** If we do not receive the payment of that GBR which we incorporated in the System Price (excluding the assignment of any environmental rights), for any reason whatsoever, you must pay the amount set out in the Quote for the GBR.

**12.4** You acknowledge that in certain circumstances, the Commonwealth or State Government may require you to repay the GBR. We will have no responsibility to you in the event you are required to repay the GBR.

**12.5** If the System Price incorporates a cash reduction on the basis that you assign environmental rights you are eligible to create for us (or another person as directed by us), the System Price is conditional upon such assignment as we direct and in the form we direct. We may cancel this Contract if you do not complete this form.

## **13. Metering**

**13.1** Your energy retailer may require you to update your meter to enable accurate solar and energy metering. Provision, upgrade or installation of a meter is not a service we can offer and any costs associated with such supply and/or upgrade will be at your expense.

**13.2** Delays, faults and issues arising out of or in connection with the provision of the meter and/or meter services specified in 13.1 are beyond our control and we shall be not be liable for any associated costs, loss or damage.

## **14. Exclusions**

**14.1** Unless specifically included in the Contract Details, our price excludes:

- a) encountering latent site conditions;
- b) meter supply, meter installations and meter upgrades;
- c) third party approvals, consents and permits;

d) supply or installation of tilt frames;

e) supply of more than 30 meters of electrical cable;

f) rectification or upgrade of electrical supply or existing electrical components;

g) trenching and excavation work;

h) provision of special access equipment;

i) asbestos removal; and

j) installation on steep, asbestos, slate or generally unsafe roofs.

**14.2** Prior to the Installation of the System, we will advise you of any additional services and/or items (such as the above) that you may require, and provide you with any cost estimates, including estimates for any work related to the Installation of the System which was not apparent at the time of the initial inspection. You may choose to enter into an agreement with us or another entity, for these additional services and/or items.

## **15. Liability and Force Majeure**

**15.1** To the maximum extent permitted by law, all implied conditions and warranties (other than those required by the Australian Consumer Law) are hereby excluded. Subject to the Australian Consumer Law and clause 16, neither party will be liable for any Consequential Loss and your sole and exclusive remedy for any damage, whether arising in contract, tort (including negligence) or otherwise will be limited to the following at our election:

a) in the case of goods, the replacement of goods or supply of equivalent goods, the repair of goods or the payment of the cost of replacing or repairing the goods; or

b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

**15.2** Except in respect of an obligation to make payment, neither party will be liable to the other for any delay or breach of the Contract due to a Force Majeure Event.

## **16. Limitation of Liability under Consumer Guarantees**



**16.1** To the extent that goods or services supplied are not goods of a kind ordinarily acquired for personal, domestic or household use and you are deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, you agree that our liability for a failure to comply with a consumer guarantee that you may have the benefit of under the Australian Consumer Law other than a guarantee under ss51 (title), ss52 (undisturbed possession) and ss53 (undisclosed securities), is limited to, at our election:

- a) replacement of the goods or the supply of equivalent goods;
- b) the repair of the goods;
- c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- d) equivalent goods; or
- e) the payment of the cost of having the goods repaired.

## **17. Statutory Warranties**

**17.1** To the extent required by the Applicable Domestic Building Legislation, we warrant that:

- a) the work under this Contract will be carried out in an appropriate and skilful way and in a proper and workmanlike manner to accepted trade standards;
- b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the Relevant Criteria (as that term is defined in the Applicable Law), and that all materials used will be new unless this Contract expressly provides otherwise;
- c) the work under this Contract will be carried out in accordance with all relevant laws and legal requirements;
- d) the work under this Contract will be carried out in accordance with any plans and specifications that form part of the Contract;
- e) any estimate of Prime Cost Items and Provisional Sum Items (as defined in the Applicable Domestic Building Legislation) has been calculated with reasonable care and skill, having

regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site), and represents the reasonable cost of supplying and delivering each such item, including our margin;

- f) the work will be done with due diligence and within the time stipulated in the Contract, or if no time is stipulated, within a reasonable time; and
- g) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if you expressly make known to us, the particular purpose for which the work is required or the result that you desire the work to achieve, so as to show that you rely on our skill and judgment.

**17.2** The warranties set out in clause 17.1 are warranties that are implied into this Contract via operation of the Applicable Domestic Building Legislation. Your rights for breach of these warranties are the same as, and not in addition to, your rights for breach of implied warranties under the Applicable Domestic Building Legislation.

**17.3** Nothing in this Contract restricts or takes away the rights of a person for breach of these implied warranties.

## **18. Termination**

**18.1** We may terminate this Contract on 30 days' prior written notice to you for any of the following reasons:

- a) we deem installation of the System falls outside of the required performance, safety or quality levels as determined by us;
- b) System or component failure occurs where we cannot, at a reasonable cost replace, fix or change the required component or element;
- c) prior to the date of installation, the law changes in relation to STCs such that we receive 90% of the value for the STCs prevailing in the market at the date Installation of the System was completed;

d) where we determine the Premises are not fit for the Installation of the System.

**18.2** Either party may immediately terminate the Contract if:

- a) the Additional Fees are in excess of what was reasonably anticipated;
- b) the other party commits a material breach of this Contract;
- c) the other party commits a breach of this Contract (causing loss or damage to the non-defaulting party) and the breach cannot be remedied or can be remedied but is not within 14 days of the defaulting party receiving a written notice from the non-defaulting party requiring the breach to be remedied;
- d) the other party experiences an insolvency event;
- e) a Force Majeure Event continues for a period of more than 60 days; or
- f) construction of the Premises has not been completed by 31 January 2020 and/or access to the Premises for installation of the System is not provided by you by the Sunset Date.

**18.3** If you terminate the Contract pursuant to clause 18.1 (in the absence of your breach) or subclause 18.2f), you will be refunded any monies you have paid to us within 7 days of the termination date and we will have a right to take possession of the System immediately upon termination. We will make good any incidental damage caused by removal of the System.

**18.4** If you elect to terminate the Contract at any time prior to Installation for any reason other than a breach by us under clauses 18.2(a)-(c) then, subject to any applicable Cooling Off Rights, you will forfeit any Deposit you have paid and you agree and acknowledge that the Deposit amount represents fair and reasonable estimate of our cost and losses resulting from such termination.

**18.5** This Contract may be terminated in circumstances provided by the general law and this does not

prevent the parties from mutually agreeing in writing to terminate the Contract under other circumstances.

## 19. Dispute

**19.1** If a dispute exists in relation to the Contract, then both parties agree to use their reasonable endeavours to resolve the dispute via communications conducted by authorised representatives of each party with authority to resolve the dispute before commencing any formal dispute resolution process.

## 20. Credit Assessment

**20.1** You consent to us conducting a credit assessment of you as part of determining whether or not we will provide our products and services to you.

## 21. General

**21.1** We may collect your personal information where it is relevant to one or more of our activities. We will only use and disclose your personal information in accordance with the Privacy Act 1988 (Cth).

**21.2** GST is governed under A New Tax System (Goods and Services Tax) Act 1999. Unless GST is expressly excluded, the System Price includes GST.

**21.3** The law of the State or Territory of which the Installation of the System takes place governs the Contract and the parties submit to the non-exclusive jurisdiction of the courts of that state or territory.

**21.4** Any estimated savings detailed in our Quote or any other documentation you have received from us are indicative only and are not guaranteed.

**21.5** Any variation of the Contract (except where the variation is contained in the Contract) must be accepted in writing by us.

**21.6** Part or all of any provision of the Contract that is illegal or unenforceable may be severed from the Contract and the remaining provisions continue to remain in force.

**21.7** No rule of construction shall apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.

**21.8** 'Include' in any form when introducing an item or list of items does not limit the meaning of words to which list relates to those items or to items of a similar kind.

**21.9** You must not assign your rights under the Contract without our prior written consent, which we may withhold, acting reasonably. We may assign our rights and obligations under the Contract at any time without your written consent.

## 22. Definitions

**Access Licence** means the access licence described in clause 7.1 of this Contract.

**Additional Fees** means the amounts described in clause 2.2.

**Applicable Domestic Building Legislation** means the Domestic Building Contracts Act 2000 (QLD), the Building Works Contracts Act 1995 (SA), the Home Building Contracts Act 1991 (WA), the Home Building Act 1989 (NSW), the Housing Indemnity Act 1992 (TAS), the Building Act 1993 (NT) and any regulations made under these acts.

**Applicable Law** means any law, legislation, regulation, rule or legally binding instrument, code, order, scheme, procedure, guideline, direction, standard, tariff, licence or exemption condition or requirement of any Authority, which governs or affects the generation, supply or sale of electricity generally including the Electricity Supply Act 1995 (NSW), the Electricity Supply (General) Regulations 2014 (NSW), the National Energy Retail Law (NSW), the National Energy Retail Regulations, the National Electricity Rules, the National Electricity Rules, the Corporations Act 2001 (Cth), the Competition and Consumer Act 2010 (Cth), the Renewable Energy (Electricity) Act 2000, Renewable Energy (Electricity) Regulations 2001, any Applicable Domestic Building Legislation and the Personal Property Securities Act 2009 (Cth).

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation, as amended from time to time.

**Approved Finance Provider** means ZIP Money.

**Business Day** means a day on which banks are open for business in Sydney Australia, excluding a Saturday, Sunday or public holiday in that city.

**Change in Law** means that after the date of execution of the Contract, an Applicable Law is amended, modified, nullified, suspended, repealed, changed or affected in any material respect or there is a change in the application, effect or official interpretation of any Applicable Law, but does not include changes in federal or state income tax laws.

**Commencement Date** is the date specified in the Contract Details (if any).

**Commission or Commissioning** means testing of the System in accordance with clause 5.1.

**Completion** means the date of completion of the Installation and Commissioning of the System on the Premises such that the System is able to generate electricity in accordance with relevant manufacturer specifications and Applicable Laws and is connected to a Meter at the Premises, as certified by written notice from us to you.

**Completion Date** is the date specified in the Contract Details (if any).

**Consequential Loss** means any loss or damage incurred by a party or any other person that is indirect or consequential, including without limitation any loss of revenue; loss of income; loss of business; loss of profit; loss of production; loss of or damage to good will; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

**Contract** means the contract for Installation and Commissioning of the System at the premises, comprised of these Terms and Conditions, the Details Section and any handover documents.

**Contract Details** means the document titled 'Contract Details' and should be read as the first page of the Contract.

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

- (a) section 72 of the Domestic Building Contracts Act 2000 (QLD);
- (b) section 7BA of the Home Building Act 1989 (NSW); and
- (c) section 36 of the Building Work Contractors Act 1995 (SA);

and any other relevant Applicable Domestic Building Legislation which may later prescribe a right of a consumer to cool off.

**Default Rate** means the corporate overdraft reference rate for overdrafts greater than \$100,000 applied from time to time by the Commonwealth Bank of Australia plus 2%.

**Deposit** means the amount specified as the deposit in the Contract Details (if any) subject always to the maximum deposits payable under the Applicable Domestic Building Legislation.

**Distribution Network** means the electricity distribution network to which the Premises is connected.

**DNSP** means the distribution network service provider (as that term is defined in the National Electricity Rules) that is authorised and/or required by Applicable Law to provide electricity distribution services to the Premises.

**Exclusions** means the exclusions pertaining to the Installation and Commissioning of the System described in clause 14 of these Terms, and in respect of any other exclusions not referred to in clause 14 but which are specific to the Premises, the additional exclusions (if any) set out Contract Details.

**Force Majeure Event** means any matter or thing beyond a party's control, including but not limited to transport stoppages, transport breakdown, fire, flood, earthquakes, strikes, acts of god, lockout, work stoppages, intervention of public authority, accidents or default of our suppliers or subcontractors.

**GBR** means Government Benefit or Rebate which may be available from the Commonwealth or State Government or create environmental rights.

**Handover Pack** means the document to be handed over to you on Completion.

**Insolvency Event** means any of the following: a party resolves to be wound up or dissolved; has a winding up application presented against it; has a controller, receiver, receiver/manager or administrator appointed to it, or over all or part of its business or assets; has a liquidator or a provisional liquidator or bankruptcy trustee appointed to it; is insolvent or unable to pay its debts when they fall due; is bankrupt or commits any act of bankruptcy; enters into any arrangement or assignment for the benefit of its creditors; or anything analogous, or having substantially similar effect, to the occurrence of these events in relation to a party.

**Installation** means installation of the System at the Premises.

**Manufacturer's Warranty** means the warranties in respect of the System and its components as set out in the Handover Pack.

**Meter** has the meaning given in the National Electricity Rules.

**myFLO** means the electronic payment system provided by us.

**National Electricity Rules** means the National Electricity Rules, as in force from time to time, made under the National Electricity Law set out in the schedule to the *National Electricity (South Australia) Act 1996* of South Australia.

**Payment Schedule** means the Payment Schedule set out in the Contract Details.

**PPSA** has the meaning given to that term is clause 8.5.

**Premises** means the premises upon which the System is to be Installed and Commissioned, as set out and described in the Contract Details.

**Quote** means a quote provided by us to you for the Installation of the System by us at the Premises.

**Relevant Criteria** means generally accepted practices or standards applied in the building industry for materials or specifications, instructions or recommendations of the manufacturers or suppliers of the materials.

**STC(s)** means small-scale technology certificate(s) as defined in the *Renewable Energy (Electricity) Act 2000* (Cth) which are created in respect of the operation of the System.

**Sunset Date** means 31 March 2020.

**System** means an integrated rooftop solar photo voltaic system for the generation of electricity from solar energy consisting of photovoltaic panels and associated equipment to be installed on the Premises, which system and equipment (including capacity) is described in the Contract Details.

**System Price** means the purchase price of the System (including Installation and Commissioning) as set out in the Contract and including any Additional Fees and charges described in clauses 2.3 and 3.5.

**Terms** means these standard Terms and Conditions.

**Variation** means additional work required to carry out installation of the System or work which can be omitted from installation of the System.

**Variation Document**, if the Premises is located 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 the Act.

"**we**" or "**us**" means CSR Building Products Limited ABN 55 008 631 356, trading as Bradford Energy and "**our**" has a similar meaning.

"**you**" means you the customer, as described in the Contract Details or any person acting by your authority and on your behalf in its capacity as your tenant at the Premises under a lease and "**your**" has a similar meaning.