



# Century Solar Energy (ABN 32 154 280 172) Terms and Conditions of Solar PV Sale

## 1. Definitions

### 1.1 In these terms and conditions (Terms):

(a) Century Solar Energy or “us” or “our” means Century Solar Energy (ABN 32 154 280 172) and its assigns and nominees;

(b) Future Energy Legislation means any legislation or regulation, whether federal or state or territory based, aimed at reducing greenhouse emissions or energy consumption and includes the NSW Energy Savings Scheme or any succeeding or similar regulation or legislation;

(c) Installation Works means the work required for us to install the System at the Premises in accordance with these Terms and the Order;

(d) Latent Condition means any condition or circumstance in respect of the Premises, not reasonably apparent from an external visual inspection of the Premises, which would either prevent the safe and effective provision of the Installation Services, or which would cause Century Solar Energy to incur substantial additional costs in respect of the Installation Services;

(e) Legislative Requirement includes any:

(i) statute, regulation, ordinance, code or other law including regulations and other instruments under them including certificate, licence, consent, permit or approval required by those instruments; and

(ii) code of practice, guidelines, rules policies, releases or standards issued by relevant regulators, government authorities, or industry bodies, whether or not having the force of law, which are applicable to the System or the Installation Works and any other obligation to be performed by either party under these Terms.

(f) Lock-Up Stage means the time when walls, ceilings, windows and doors are installed, allowing for security of premises;

(g) Order means the Quote signed by you constituting your offer to purchase the System and the Installation Works to which these Terms apply;

(h) Owner or “you” means the owner of the Premises or the party noted on the Order;

(i) Premises has the meaning given to it in the Order;

(j) Quote means the document issued by us outlining our estimate of the cost for the provision of the System and the Installation Works;

(k) Renewable Energy Legislation means the Renewable Energy (Electricity) Act 2000 (Cth), the Renewable Energy (Electricity) (Charge) 2000 (Cth) and the Renewable Energy (Electricity) Regulations 2001(Cth), as amended from time to time or any replacement or other relevant legislation and regulations;

(l) STC means a means a small-scale technology certificate and has the meaning given to it in the Renewable Energy Legislation and, if the Renewable Energy Legislation is amended or replaced by any other legislation, will extend to include any certificate or right similar to an STC as it appears in the amended Renewable Energy Legislation or replacement legislation;

(m) System means the goods to be installed by us pursuant to these Terms as set out in an Order; and

(n) Warranty means the warranty document in respect of the System provided by us to you once the Installation Works have been completed;

## 2. Binding terms and conditions

The only terms in connection with the supply of the System and Installation Works by us which are binding on us are either set out in these Terms, the Order, the Warranty, as otherwise agreed to in writing by us, together with those, if any, which are imposed by law and cannot be excluded.



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### 3. Quote

3.1 Any Quote we issue to you is not an offer or obligation to sell but an invitation to treat only. A Quote is valid and open for acceptance for a period of 10 calendar days (Quote Validity Period) from the date of the Quote and thereafter is expressly withdrawn and is of no effect.

3.2 Under the Quote, we agree to comply with the Clean Energy Council Solar PV Retailer Code of Conduct. A Quote is only valid if the installation of the System at the Premises is eligible for STC, and is made on the basis of the condition of the Premises as reasonably apparent upon an external visual inspection.

3.3 We may amend or withdraw the Quote at any time during the Quote Validity Period if there is any change in any legislation (including the Renewable Energy Legislation) which has or may have an effect on the commercial viability of the pricing of the Quote, or in the event that we become aware of a Latent Condition. Any amendment made to the Quote does not restart the Quote Validity Period.

### 4. Order

4.1 An Order is made by you by signing the Quote and returning it to us in accordance with the instructions noted on the Quote and is subject to acceptance by us. Your electricity contract/tariff may change following installation of solar PV system. It is recommended that you contact your electricity retailer prior to signing the Quote to check what new electricity tariff rates may be applied; and after installation of the solar PV system to confirm that the agreed tariff has been applied. We reserve the right to accept or reject an Order in our absolute discretion. Once the Order has been accepted, we reserve the right to cancel the Order in the event we become aware of a Latent Condition.

4.2 In the event that an accepted Order is subject to any condition precedent (for example a requirement that you obtain approvals or carry out preliminary work as set out in clause 14), you must ensure that such conditions precedent are fulfilled in a timely manner. In the event that your failure to promptly fulfill a condition precedent results in a significantly delay in our ability to provide the System or Installation Services, we may at our discretion cancel the Order and re-issue a new Quote with amended Pricing to reasonably reflect any increase in our cost of providing the System or the Installation Services.

### 5. Price

5.1 Subject to clause 5.2, unless we otherwise agree in writing, the price payable by you for the System and Installation Works is the price stated on the Quote (Price).

5.2 Once our Quote has been accepted by you, to the maximum extent permitted by law, we may vary the Price of the System in the event that:

(a) any change in any legislation (including the Renewable Energy Legislation) has or may have an effect on the commercial viability of the Price. For the avoidance of doubt, any increase in the Price due to the introduction of any Future Energy Legislation, or a change to the Renewable Energy Legislation, will be borne by us; or

(b) We become aware of a Latent Condition, in which circumstances you may choose to cancel the Order. If the price variation exceeds 5%, without any penalty or obligation, you may cancel the order within five business days from the date of notification of variation.

### 6. Payment

6.1 A 10% deposit on the cost of the system is required towards acceptance of our quote; the balance is due upon completion of system installation. Payment should be made by way of credit card or EFT in accordance with, the relevant provisions in the Quote. Time for payment is of the essence of these Terms and you are not entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.



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6.2 If you fail to pay to us the Price in accordance with these Terms, you will be liable to pay us any costs and expenses we incur in taking steps to recover payment of the unpaid Price (including any legal costs associated with taking such steps); and interest on the unpaid price at a rate of 10% per annum.

### 7. Time for Inspection/Installation

7.1 We will contact you to arrange a suitable time for a pre-installation site inspection (if we deem a pre-site inspection necessary) (Pre-Installation Inspection) and/or for the installation of the System at the Premises (Installation Date).

7.2 We will endeavor to install the Goods at the Premises within 4 weeks after approval to connect the Goods to the electricity network has been communicated to us by the third party responsible for issuing such approval. We will advise you if for any reason we will be unable to meet this timeframe.

7.3 You acknowledge that certain elements of the Installation Works may be carried out before or after the Installation Date (including pre-installation wiring work and post-installation commissioning of the System). We acknowledge that we will provide a full refund upon your written request when the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honored, for reasons reasonably within our control, and you do not consent to a revised time frame.

7.4 You or your nominee must be present at the Premises during the time arranged for the Pre-installation Inspection and while the Installation Works are carried out. We reserve the right to charge you a \$500 call out fee if you are not available at either of those times.

### 8. Access to premises for delivery and installation of the System

8.1 You must give us, together with any vehicle or equipment, safe, convenient and unhindered access to sufficient parts of the Premises (including the meter box, switchboard, proposed inverter location and the roof where the System is to be mounted) to enable us to perform the Installation Works and carry out our obligations under these Terms.

8.2 You warrant that at all relevant times you have the ability and authority to grant the right of access described in clause 8.1, and acknowledge that we have relied on the warranty in this clause in agreeing to supply the System and the Installation Works.

8.3 If the condition of the Premises has changed subsequent to the Pre-Installation Inspection and this change results in the Premises being unsuitable for the System and/or the Installation Works, we may amend or cancel the Order and charge a \$500 call-out fee in respect of subsequent call-outs.

8.4 We will not be liable for any loss or damage (including liability for death or injury to persons and loss of or damage to property) caused, either directly or indirectly, by the conditions and physical characteristics of the Premises.

8.5 We will, in the course of carrying out the Installation Works: take reasonable measures necessary to protect people and property at the Premises; avoid unnecessary interference with the passage of people and vehicles at the Premises; and prevent nuisance and unreasonable noise and disturbance. If we damage property at the Premises, we will promptly rectify the damage and pay any compensation which the law requires us to pay.

### 9. Installation Works

9.1 We will perform the Installation Works in accordance with the Order in all material respects. We have the right to make any changes to the Installation Works which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Installation Works and we will notify you in any such event.

9.2 Subject to clause 10, the Installation Works comprise the installation of the System at the Premises referred to in the Order in accordance with the manufacturer's guidelines and



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include:

- (a) delivery of the System to the Premises on the Installation Date or as otherwise agreed between the parties;
- (b) supply and installation of a suitable mounting base for the System or as otherwise agreed between the parties;
- (c) supply and installation of tilt frames (if you have ordered tilt frames as part of the System) or as otherwise agreed between the parties;
- (d) supply of up to 30 meters of electrical cabling between the solar panel module, inverter and switchboard or as otherwise agreed between the parties;
- (e) testing and commissioning of the System after installation to confirm that it is compliant with the manufacturer's specifications and to ensure that the System is fully operational (excluding a meter change over);
- (f) provision of instructions on the basic operation of the System.

### 10. Exclusions from Installation Works

10.1 Unless otherwise agreed in writing, the Installation Works do not include the following:

- (a) the provision of approvals, consents or permits from any party (including any required under clause 14.2);
- (b) the supply and installation of tilt frames unless offered in the quote;
- (c) the supply of more than 30 meters of electrical cable unless offered in the quote;
- (d) rectification of an inadequate existing electrical supply;
- (e) installing or upgrading a safety switch unless offered in the quote;
- (f) installing or upgrading a switchboard unless offered in the quote;
- (g) installing or upgrading a meter panel board unless offered in the quote;
- (h) any other work that is required to ensure that, prior to installation of the System, the Premises comply with electricity standards imposed by law ;
- (i) performance of the Installation Works where safe, convenient and unhindered access to the Premises is not provided;
- (j) any trenching or excavation required for the Installation Works to be performed;
- (k) installation on buildings other than existing single storey homes (see clause 14.6(c)) or outbuildings that meet the conditions specified in clause 15;
- (l) the provision of special access equipment, if required (see clause 13);
- (m) the removal of asbestos or the costs of an investigation to determine whether asbestos is present;
- (n) installations at remote locations such as islands remote from the mainland;
- (o) installations on homes with unsuitable roofs including: decromastic, brittle and structurally unsound roofs. We may in our discretion agree to carry out the Installation Works in circumstances in which we expect roof tiles to break. If this is the case, we will inform you in advance and will replace up to 50 roof tiles damaged as a result of the Installation Works at no cost, so long as you provide these roof tiles;
- (p) installation of meters to record exported electricity which are the property of the local services provider;
- (q) installation on steep roofs (including where roof pitch is between 30 to 45 degrees);
- (r) installation on to homes with slate or asbestos roofing; and
- (s) work for dedicated controlled loads (including dedicated slab heating, hot water or climate saver tariffs) to be re-wired into a single phase and single element meter configuration prior to a solar meter being installed.

### 11. Cleaning up

We will keep the areas of the Premises that we access to perform the Installation Works clean and tidy and we will remove rubbish and surplus material created by our performance



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of the Installation Works. If we fail to comply with our obligations in this clause 11, you may notify us in writing specifying the noncompliance and we must rectify that non-compliance as soon as reasonably practicable.

### 12. Additional Services and/or items

12.1 Before the Installation Works commence, we will advise you of any additional services and/or items and their cost that are not included in the System or the Installation Works but are required to perform the Installation Works (Additional Services and/or Items).

12.2 If we advise you of Additional Services and/or Items that are required to complete the Installation, we will also advise you of the cost of such Additional Service and/or Items. You may elect to enter into an agreement with us (or another entity) for these Additional Services and/or Items.

12.3 In the event that a Latent Condition becomes apparent following commencement of the Installation Works, we may advise you of Additional Services that are required to rectify the Latent Condition. In the event that you choose to rectify the Latent Condition yourself we may charge a \$500 call-out fee in respect of subsequent call-outs resulting from the Latent Condition (such fee to be waived in the event that rectification occurs within 5 working days).

### 13. Special Access

We may require special access equipment to lift or move solar panels to the desired location for installation and/or to install solar panels where the roof pitch is between 30 to 45 degrees. This may include boom lifts, cherry pickers, cranes or scaffolding. We will advise you of any additional costs for this equipment in our Quote.

### 14. Your responsibilities and acknowledgements

14.1 You must inform us of any conditions or physical characteristics of the Premises, including Latent Conditions, that would preclude, or have any adverse affect on, the carrying out of the Installation Works or pose any threat to those carrying out the Installation Works.

14.2 You are required to obtain all relevant approvals, consents and permits prior to the installation of the System from the local council/planning authority and, if applicable, your body corporate or landlord and in accordance with any other Legislative Requirement having jurisdiction over the Premises.

14.3 It is your responsibility to ensure that the roof area at the Premises where the System is to be installed (Roof Area) is safe and suitable for the installation of the System and the provision of the Installation Works.

14.4 You must ensure that the Premises comply with relevant electricity standards prior to the installation of the System. In the event the Premises do not comply, you are required to ensure that all necessary work is completed by a qualified electrician. 14.5 If any trenching or excavation work is required for the installation of the System, you must arrange for it to be completed before the Installation Works commence.

14.6 You acknowledge that:

(a) we will not complete the Installation Works if the Roof Area is not structurally sound and large enough to accommodate the size and weight of the System (including the mounting base and frames);

(b) the Roof Area has suitable north, north east or north-west aspect to accommodate the System and that the installation of a System on an east or west facing roof may result in reduced outputs;

(c) the System may only be installed on existing premises and due to safety considerations, the installation of a System may not be possible on premises where installation is required close to the edge of the roof or where there is a drop greater than 6 meters; and



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(d) for new premises, installations of a System can only take place once the Premises have reached Lock-up Stage.

### 15. Installation on Outbuildings

We will only install the System on an out-building, that is, a building on the Premises which is disconnected from the main dwelling (such as a shed, carport, garage or other external structure) if: a compliant switchboard is installed; electrical cables are not exposed or overhanging between the outbuilding and the Premises; and necessary electrical upgrades have taken place.

### 16. Ownership and risk in System

Ownership of the System passes to you on the date full payment for Installation Works is received by us from you in cleared funds, or as otherwise agreed between the parties.

Risk of loss or damage to the System passes to you upon delivery of the System to the Premises, and from that date, the System will be your sole responsibility. You will take all reasonable steps to ensure that the System is placed and stored in a secure location from the date it is delivered to the Premises.

### 17. STCs

17.1 You may be entitled to receive a grant, rebate or other benefit from a government or to create STCs as a result of the purchase or installation of the Goods. Ownership of, and any and all rights and interest in, any STCs that are or may be created by anything done (or omitted to be done) under or connection with the supply of the System and /or provision of the Installation Works will vest in us, or as otherwise agreed between the parties.

17.2 You must promptly do all things necessary or required by us to assign or transfer the rights to STCs to us, or our nominee, or as otherwise agreed between the parties.

(a) You will assign all of your rights to create STCs to us for the system installed as agreed in the contract, the STC Purchase Price is conditional on you assigning to us your rights to create those STCs;

(b) We will register STCs after we completed the system installation and receive payment for selling STCs at market price to eligible purchasers.

17.3 If you fail to comply with your obligations under this clause, you must pay to us the market value of the STCs as at the date of creation of those STCs, or as otherwise agreed between the parties.

17.4 In the event that anything done (or omitted to be done) under or in connection with the supply of the System and /or provision of the Installation Works creates any financial or other benefit or right as a result of the introduction of any Future Energy Legislation, then to the extent possible at law any such benefit or right will vest in us. Your obligations under this clause extend to any such financial or other benefit or right.

### 18. Termination

18.1 Without prejudice to our rights and powers under these Terms, we may, at any time, including in the absence of your breach, terminate these Terms in writing for any of the following reasons:

(a) where we (acting reasonably) deem the Installation Works fall outside the required performance, safety or quality levels as determined by us;

(b) in the event of System or component failure out of 5 year warranty period where we cannot, at a reasonable cost, replace, fix or change the required component or element;

(c) where we determine (at any time) that the Premises are not fit for the Installation Works or the Installation Works are adversely affected by, or

otherwise rendered impracticable due to the conditions of the Premises (including any latent conditions discovered after the date of the Order);

(d) where we consider that any change in a Legislative Requirement or the Renew able



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Energy Legislation (after the date of these Terms) or the commencement of any Future Energy Legislation has or may have an adverse effect on the commercial viability of our obligations under these Terms, our pricing structures or our business; and

(e) where for any reason STCs are not created in connection with these Terms or where for any reason we are not entitled to the full and unencumbered benefit of the Century Solar Energy STCs.

18.2 Either party may terminate these Terms on 14 days notice:

(a) if the other party enters into an insolvency event, including (without limitation) liquidation, winding up, receivership, administration, de-registration, or ceasing to trade; or  
(b) at any time by mutual agreement in writing.

18.3 In the event that we terminate these Terms, you will be entitled to a refund of any money you have paid to us and title in, and ownership of the System will immediately transfer to us upon termination and we may at any time remove the System (and any other goods belonging to us) from the Premises. You agree to grant us all necessary access to enable us to exercise our rights under this clause 18.3.

18.4 You may cancel the order without reason by notifying us within 10 business days from and including the day after you accepted our Quote (Cooling Off Period). If you cancel the Order during the Cooling Off Period we will refund in full all amounts paid by you up to and including the date of cancellation.

18.5 You may cancel the order by notifying us within 5 business days from and including the day after we notify you of Changes to system design from what is originally agreed upon, or Installation delays from what is agreed upon time of sale, or Grid approval not received prior to installation, or Additional charges which is not specified at time of sale. We will refund in full all amounts paid by you up to and including the date of cancellation under the above circumstances.

18.6 If the price variation exceeds 5%; or extra chargeable work not specified in the initial contract arises, and the additional costs are not borne by us; you may cancel the order by notifying us within 5 business days from and including the date of our notification to you of variation. We will refund in full all amounts paid by you up to and including the date of cancellation under the above circumstance.

### 19. Privacy

We may collect your personal information where it is relevant to one or more of our activities, including products and services we acquire from suppliers and products and services that we offer to customers. We will only use and disclose your personal information in accordance with the Privacy Act 1988 (Cth).

### 20. GST

20.1 A reference in this clause 20 to a term defined or used in Goods and Services Tax Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

20.2 Unless GST is expressly excluded, the price payable for any supply made under or in connection with these Terms includes GST.

20.3 Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary to enable the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable.

### 21. Warranties

#### 21.1 Warranties

Subject to clause 22:

(a) We provide a standard 5 year warranty covering the operation and performance of the



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entire system sold to you, and we are responsible for addressing any problems relating to workmanship or product that arise during this period in compliance with Clean Energy Council Solar PV Retailer Code of Conduct.

(b) Goods manufactured by us are subject to the warranties set out in the documentation provided or made available to you at the time of installation;

(c) Goods manufactured by other parties may come with a guarantee or warranty from the manufacturer. Any such guarantees or warranties will be set out:

(i) in the documentation provided or made available to you at the time of installation; or

(ii) at our website available at [www.csesolar.com.au](http://www.csesolar.com.au);

(d) the Services are warranted on the terms of the Installation Warranty.

### 21.2 Transferability of Goods warranties

Goods warranties can only be transferred by the original purchaser of the applicable Goods after five years where the manufacturer of those Goods provides so under the terms of their warranty.

### 21.3 Transferability of the Installation Warranty

The Installation Warranty is transferable by the original purchaser of the Services to any subsequent purchaser of the Premises at which the Services were provided.

### 21.4 Service calls

We will carry out service calls on the following conditions:

(a) you must give us 48 hours' minimum notice of any non-emergency service call after which we will arrange a time and date for a service call;

(b) service calls will generally be carried out during normal working hours only (9.00am – 5.00pm Monday to Friday);

(c) a minimum service charge of \$150.00 per hour plus the cost of all parts and all travel and transport costs is payable for all service calls. For service calls after hours, an additional service charge of not less than \$100 applies;

(d) where we carry out a service call for a problem with the Goods and Services which is covered by a warranty or a consumer guarantee under the Australian Consumer Law (ACL), you will not be charged the service charges referred to in clause 21.4(c);

(e) where we carry out a service call 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 the service charges referred to in clause 21.4(c).

## 22. Australian Consumer Law Guarantees and Remedies

22.1 Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

22.2 In the case of a problem with any Goods which is defined as a 'major failure' under the ACL or which is not capable of being remedied, you are entitled to:

(a) reject the Goods and get a refund;

(b) reject the Goods and get an identical replacement or Goods of similar value if reasonably available; or

(c) keep the Goods and get compensation for the reduction in value of the Goods caused by the problem.

22.3 In the case of a problem with any Goods which is not defined as a 'major failure' under the ACL and which is capable of being remedied, you are not entitled to reject the Goods or to ask for a refund. However, you are entitled to have the goods repaired or replaced. In such circumstances we may, at our option, choose to:





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- (a) provide a refund;
- (b) replace the Goods or to repair the Goods; or
- (c) pay you the reasonable cost of having the Goods repaired or replaced.

22.4 In the case of a problem with any Services which is defined as a 'major failure' under the ACL or which is not capable of being remedied, you are entitled to:

- (a) cancel the Order and get a refund; or
- (b) get compensation for the difference in value of the Services delivered and what was paid for by you.

22.5 In the case of a problem with any Services which is not defined as a 'major failure' under the ACL and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

22.6 You are also entitled to compensation for any reasonably foreseeable loss or damage resulting from:

- (a) a failure by us to provide the Services as stated in the Quote;
- (b) the Goods not being in accordance with the Quote; and/or
- (c) the Services or Goods failing to meet any consumer guarantee under the ACL.

22.7 We will not be liable to you for any personal injury or any loss or damage of any kind that was not reasonably foreseeable or that could not have been expected to result from the circumstances set out in clauses 22.6(a) to (c).

### 23. Substitution Policy

If, for any reason, we are unable to supply any items you have ordered, we reserve the right to supply a substitute product of similar specification and value with your consent.

### 24. Miscellaneous

24.1 Notwithstanding any other provision in these Terms, if there are any inconsistencies between an Order, a Quote, any record of any other agreement you may have with us or these Terms, the provisions of [these Terms] prevail to the extent of the inconsistency.

24.2 The law of the State or Territory in which the Installation Works are to be performed governs these Terms and the parties submit to the nonexclusive jurisdiction of the courts of that state.

24.3 Any variation of these Terms (except where the variation is contained in the Order) must be in writing and signed by us. Once you have signed the contract, any variations to the system design must be documented and signed off by you prior to installation.

24.4 These Terms, the Warranty and the Order constitute the entire agreement between us and you for the supply of the System and the Installation Works.

24.5 Part or all of any provision of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining provisions of these Terms continue in force.

### 24.6 Force majeure

(a) For the purposes of these Terms, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant and machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) We are not liable to you as a result of any delay or failure to perform our obligations under these Terms as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents us from providing the System or the Installation Works for more than 12 weeks, we shall, without limiting our other rights or remedies, have the right to terminate these Terms immediately by giving written notice to you and clause



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18.3 will apply.

24.7 You must not assign your rights under these Terms without our prior written consent of which we may withhold in our sole discretion. We may assign our rights and obligations under these Terms at any time without your prior written consent.

24.8 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.