

## General Terms and Conditions

### 1. Contract parts

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- 1.1 This Contract constitutes the entire agreement between eleXsys Energy Pty Ltd trading as Planet Ark Power ("eleXsys Energy") and the Customer.
- 1.2 This Contract comprises:
- (a) the details set out in the Customer Schedule included in the Proposal;
  - (b) these General Terms and Conditions;
  - (c) the Standard Installation Conditions set out in Schedule 3; and
  - (d) where a Solar Generation Guarantee is provided by eleXsys Energy set out in Schedule 2.
- 1.3 The Terms and Conditions apply to the provision of the Products and Services to the exclusion of any other terms.
- 1.4 Except where otherwise expressly stated, terms defined in these General Terms and Conditions shall have the same meaning when used in other parts of this Contract.
- 1.5 These General Terms and Conditions may be updated from time to time. The most up to date version is available at [www.planetarkpower.com](http://www.planetarkpower.com)

### 2. Capacity of Parties to this Contract

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#### 2.1 eleXsys Energy Pty Ltd

eleXsys Energy Pty Ltd trading as Planet Ark Power is a party to this Contract in respect of the supply of products and services.

### 3. Things that must occur before this Contract becomes operative

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- 3.1 The rights and obligations of the parties under this Contract, other than those arising under clauses 15 (Confidentiality), 23 (Goods & Services Tax), 25 (Notices), 26 (Dispute Resolution), 27 (General) and 28 (Definitions) are subject to and do not become binding upon the parties unless and until the Conditions Precedent set out in the Customer Schedule included in the Proposal are satisfied or waived.
- 3.2 As soon as reasonably practicable after the Contract Date, each party will use their respective best endeavours to achieve satisfaction of the conditions referred to in clause 3.1. Each party will upon request from the other party do all things and execute all documents as are reasonably necessary to assist the satisfaction of the conditions referred to in clause 3.1 as soon as reasonably practicable.
- 3.3 A party who has the sole benefit of a condition referred to in clause 3.1 may at any time waive such condition.
- 3.4 The parties will keep each other informed regarding progress in satisfying the conditions in clause 3.1 and will notify the other party in writing when any condition has been satisfied or waived.

- 3.5 If all of the Conditions Precedent referred to in clause 3.1 have not been satisfied or waived by the Condition Date or such later date as the parties may agree in writing, then either party may terminate this Contract upon written notice to the other party. In such event, each party will be released and discharged from all further obligations under this Contract, except for the enforcement of any right or claim which has arisen prior to such termination and any deposit paid by the Customer will be refunded.

### 4. Solar Generation Guarantee (SGC)

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eleXsys Energy may, at its election, provide a Solar Generation Guarantee to the Customer, as set out in the Customer Schedule in the Proposal. The process and basis for the provision of the SGC is set out below and the terms are set out in Schedule 2.

#### 4.1 General Process

- (a) After an analysis of the Customer's Power Bills and Load Profile, eleXsys Energy will provide a Proposal, including any GoPREDICT analysis, where applicable.
- (b) After the Customer pays to eleXsys Energy the Deposit set out in the Proposal, eleXsys Energy will undertake a complete design of the Relevant System.
- (c) Following Installation and Commissioning of the System, eleXsys Energy will provide the customer with a System Owner's Manual that includes amongst other things:
  - (i) detailed designs, installation diagrams, installation procedures and detailed equipment list; and
  - (ii) as applicable, an updated annual PV Estimated Yield based on the detailed design and updated demand charge savings if batteries and/or PFC equipment is installed. This then forms part of the applicable eleXsys Energy Solar Generation Guarantee if provided to the Customer and indicated in the Proposal.

#### 4.2 Solar Generation Guarantee (SGC)

Schedule 20 of this Contract sets out the terms of the Solar Generation Guarantee offered by eleXsys Energy to the Customer where indicated in the Customer Schedule.

### 5. Contract

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- 5.1 These General Terms and Conditions set out the terms for the provision of various Products and/or Services (as applicable) to the Customer.
- 5.2 These General Terms and Conditions are to be read in conjunction with the Contract Schedules.
- 5.3 Except where otherwise expressly stated in this Contract, where there is any discrepancy or inconsistency between these General Terms and Conditions and the terms contained in a Contract Schedule to this Contract, then the terms set out in the applicable Contract Schedule shall apply to resolve the discrepancy or inconsistency.

## **6. Supply of Products and Services**

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- 6.1 eleXsys Energy has agreed to supply the Products and/or Services requested in the Customer Schedule and Proposal and the Customer has agreed to purchase the Products and Services from eleXsys Energy in accordance with the terms of this Contract.
- 6.2 eleXsys Energy will determine whether a Performance Guarantee will be offered to the Customer in accordance with the process set out in clause 4. eleXsys Energy will decide, in its sole discretion, whether to offer a Performance Guarantee.

## **7. Warranties and acknowledgements by the Customer on provision of Products and/or Services**

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- 7.1 The Customer acknowledges that:
- (a) times or dates identified by eleXsys Energy for the provision of the Services and the delivery of the Products are estimates only and eleXsys Energy will not be liable for any delays;
  - (b) it must ensure that eleXsys Energy and its employees, agents and contractors have sufficient access to the Customer Site, at whatever times it or they may reasonably require, in order to install the Products selected by the Customer;
  - (c) all descriptive specifications, illustrations, drawings, data, dimensions and weights provided by eleXsys Energy to the Customer or otherwise contained in the Proposal, fact sheets, price lists and other advertising materials of eleXsys Energy are approximate only and have not been relied upon by it; and
  - (d) any drawings, specifications and plans identified by eleXsys Energy as requiring the Customer's approval will be approved or commented on in writing by the Customer within five (5) Business Days after the receipt of such drawings, specifications or plans. If the Customer does not respond within that period (or such other period identified or agreed to in writing by eleXsys Energy), the Customer will be deemed to have approved the drawings, specifications or plans, as the case may be.
- 7.2 The Customer warrants that:
- (a) all information supplied to eleXsys Energy in connection with the supply of Products, Services and Performance Guarantees (including, without limitation, the Load Profile and Power Bill) is true and accurate and acknowledges that eleXsys Energy has relied on that information in supplying, where applicable: the Products and Services, the Proposal, the Performance Guarantee and any other documents prepared by eleXsys Energy for the Customer in respect of this Contract;
  - (b) all electrical and plumbing infrastructure and installations at the Customer Site comply with all Laws;

- (c) subject to any applicable Performance Guarantee, it has not relied upon any representation or warranty concerning the performance of the Products or the suitability of the Customer Site;
- (d) if the Customer Systems are not compliant with all Laws, it may be required to repair or replace those parts of the Customer Systems that are non-compliant at its own cost prior to the installation of the Products and / or the provision of the Services;
- (e) it is the Owner of the Customer Site, and has the right to enter into this Contract and permit eleXsys Energy to access the Customer Site to the extent and for the purposes set out in clause 24.2 of these General Terms and Conditions, and the Customer agrees to produce any evidence of such Ownership upon request by eleXsys Energy; and
- (f) the roof is suitable for the installation and an engineering report has been obtained confirming suitability, where the PV System exceeds 30 kWp.

## **8. Customer Site Preparation**

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- 8.1 The Customer must, at its own cost, prepare the Customer Site to which Products or Services are to be provided and provide eleXsys Energy with reasonable access to the Site and other facilities (including adequate power, telephone, facsimile, email and office space, if requested by eleXsys Energy ) to allow eleXsys Energy to perform its obligations under this Contract.
- 8.2 If eleXsys Energy is delayed in providing any Products or Services due to failure of the Customer to prepare the Site or provide information:
- (a) the Customer will be liable to eleXsys Energy for all reasonable costs and expenses incurred by eleXsys Energy directly or indirectly as a result of such delay no more than the amount equal to 10% of the Price; and
  - (b) the time for performance of eleXsys Energy's obligations under this Contract will be extended by the amount of any such delay.

## **9. Price and payment**

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- 9.1 The Customer agrees to pay the Price for the Products and/or Services in accordance with the timetable for payment identified by eleXsys Energy in the Proposal (Payment Schedule) or other document provided to the Customer. If there is no Payment Schedule or other terms of payment identified by eleXsys Energy, Customer must pay the Price as invoiced by eleXsys Energy within 30 days from the date of issue of a valid tax invoice.
- 9.2 If the Customer fails to pay any amount due under this Contract by the relevant due date, the Customer must pay interest at the Interest Rate on that sum from the due date until the date of payment. Interest is to be calculated on a daily basis.
- 9.3 If the Customer orders and eleXsys Energy provides any additional products or services, eleXsys Energy may charge the Customer for:

- (a) the time of eleXsys Energy employees, agents or subcontractors at eleXsys Energy's then current professional rates for services as advised to the Customer; and
  - (b) the products provided.
- 9.4 Unless otherwise expressly stated, the Price is exclusive of GST. If GST is, or becomes, payable in respect of any supply made by eleXsys Energy to the Customer, the payment for that supply will be increased by an amount equal to the GST payable.
- 9.5 The Customer acknowledges that eleXsys Energy may, in its sole discretion, refuse to commence or complete any part of this Contract until the Deposit and all other monies due and owing to eleXsys Energy by the Customer, have been paid in accordance with this Contract.

## 10. Rebates and incentives

- 10.1 The Customer acknowledges and agrees that:
- (a) Environmental Products may be created (or may be capable of being created) in connection with the activities and arrangements contemplated under this Contract; and
  - (b) eleXsys Energy will be solely entitled to the ownership and benefit of any such Environmental Products without any payment to or set-off for the benefit of the Customer (except as expressly provided for under this clause 10).
- 10.2 The Customer authorises eleXsys Energy to apply for any Environmental Products in connection with the installation of a PV system. The Customer irrevocably authorises eleXsys Energy to make such an application in the Customer's name and for eleXsys Energy to receive payment of any benefit on the Customer's behalf.
- 10.3 The Customer acknowledges that eleXsys Energy is entitled to all STCs generated in connection with the supply and installation of the Products and Services. The Customer agrees to provide eleXsys Energy with any reasonable assistance, including signing of documentation to allow for the transfer ownership of, apply for, create, register and otherwise deal with the STCs.
- 10.4 The Customer acknowledges that a government may, at any time, make legislative changes which may affect the Customer's eligibility for, or entitlement to, any Environmental Products. eleXsys Energy will not be liable to the Customer if such legislative changes occur and the Customer releases and indemnifies eleXsys Energy from and against any such liability whatsoever.
- 10.5 In accordance with Clause 10.3, the Customer agrees to sell any STCs created as a result of this Contract to eleXsys Energy for the STC Price (plus GST where the Customer is registered for GST) per certificate. eleXsys Energy may elect, by written notice to the Customer (e.g. by the Proposal), to offset the total dollar value of the STC's created (equal to the STC value stated in the Proposal) against the Price.

## 11. Risk and retention of title

- 11.1 Risk of any loss or damage, except loss or damage caused by eleXsys Energy, to Products passes to the Customer on arrival at the Site and title in each item of Products remains with eleXsys Energy until the amount owed by the Customer to eleXsys Energy for that item of Products has been paid in full.
- 11.2 Title to and property in the Products will not pass until the Customer has paid all moneys owed to eleXsys Energy. Payment shall not be taken to occur until all forms of money payment or cheques tendered in discharge of sums owing to eleXsys Energy have been presented and cleared in full.
- 11.3 The Customer grants eleXsys Energy an irrevocable licence to decommission the system in the event of non-payment, and charge interest at the Interest Rate, on any outstanding amount as set out in this Contract.
- 11.4 If the Customer pays by the finance option, this Contract creates a purchase money Security Interest in the Products and Customer must do all things reasonably required by eleXsys Energy to register and perfect that interest. If eleXsys Energy repossesses the Products:
- (a) eleXsys Energy will credit an amount equal to the invoiced purchase price of the Products to Customer, less eleXsys Energy's costs and expenses related to enforcement of its interest in the Products and any other amount owed by Customer to eleXsys Energy;
  - (b) Customer must not redeem the Products; and
  - (c) eleXsys Energy does not need to provide Customer with any notice under sections 130 or 135 of the Personal Property Securities Act 2009 (Cth).
- Until Customer has paid all monies owed to eleXsys Energy on any account whatsoever, the relationship of Customer to eleXsys Energy will be as a fiduciary in respect of the Products and accordingly:
- (d) the Customer must store the Products in such a way that they can be recognised as the property of eleXsys Energy;
  - (e) upon resale of the Products by Customer, eleXsys Energy shall have the right to trace the full proceeds of sale; and
  - (f) the Customer must account immediately to eleXsys Energy for such proceeds of sale and eleXsys Energy may recover from such proceeds of sale any money then owing to eleXsys Energy on any account whatsoever.

## 12. Intellectual property

- 12.1 eleXsys Energy remains the owner of any Intellectual Property Rights created in connection with the provision of the Products and Services.
- 12.2 The Customer must not alter, remove or in any way tamper with any of the trade or other marks or numbers of eleXsys Energy. Any software supplied by eleXsys Energy may be used by the Customer only on the equipment configuration specified in the Proposal.

- 12.3 In respect of eleXsys Energy 's Intellectual Property Rights in or in connection with or relating to the Products and or Services nothing in the Contract transfers to the Customer any such rights whatsoever.
- 12.4 If eleXsys Energy provides the Customer with any proprietary software, the Customer acknowledges and agrees that separate terms provided by eleXsys Energy, will apply to the licensing and support of that software. The terms provided with any third-party software or otherwise by eleXsys Energy, will apply to the licensing and support of any third-party software.
- 12.5 Upon the expiration or termination of this Contract, eleXsys Energy retains the right to remove or to reconfigure (at eleXsys Energy 's election) any software or software codes which form part of eleXsys Energy 's Intellectual Property Rights relating to or installed in any of the Products. eleXsys Energy is not liable to the Customer for any modifications which may be made to the Customer's System in order to exercise this right.

### **13. Equipment and installation warranties**

#### **13.1 Equipment (Products) Warranty**

- (a) A summary of the warranties applicable to the equipment or goods supplied will be provided to the Customer as part of the Proposal and full manufacturer's warranty brochures and system manuals will be provided on completion of the installation process.
- (b) Any warranty in relation to Products supplied to the Customer by eleXsys Energy under the Contract is limited to the warranty given by the manufacturer of these Products and, to the maximum extent permitted by law, eleXsys Energy gives no additional warranties in relation to any non-proprietary eleXsys Energy Products.

#### **13.2 Installation Warranty**

- (a) eleXsys Energy warrants that all installations will be free from Workmanship Defects or BOS Defects. Such warranty is valid for a period of 5 years from completion of the installation. The warranty is limited to eleXsys Energy rectifying Workmanship or BOS Defects only at its own expense and in a reasonable timeframe in respect of those defects identified by the Customer notifying eleXsys Energy within the 5-year warranty period.

#### **13.3 Installation Transfer and Warranty Claims**

- (a) The eleXsys Energy installation warranty set out in clause 13.2 is transferable by the original purchaser of the system to any subsequent purchaser of the Customer Site at which the system is installed subject to the purchaser/transferee being acceptable to eleXsys Energy .
- (b) If the Customer's PV System or other equipment installation fails or breaks and the Customer reasonably believes that this may be due to defective performance of the eleXsys Energy installation services, the Customer may make a claim against eleXsys Energy.

- (c) In order to make a claim the Customer must send a written claim by registered post or email to eleXsys Energy at the address set out in the Customer Schedule.

13.4 The Customer's use of Products, other than in accordance with the manufacturer's specifications for the Products, is at the Customer's sole risk.

13.5 If the Australian Consumer Law applies to the supply of Products or Services under this Contract, the Products and Services supplied by eleXsys Energy come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for other reasonably foreseeable loss or damage. The Customer is also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

13.6 The eleXsys Energy warranty obligations do not apply if the defect arises out of any alteration to or modification that is made by the Customer or any other person without eleXsys Energy 's prior written consent.

### **14. Products returned for credit and cancellation**

14.1 If a Customer cancels or suspends any accepted undelivered Products without prior written consent from eleXsys Energy, eleXsys Energy is entitled to charge the following cancellation fees:

- (a) a cancellation fee of 10% of the Price; or
- (b) where Products have been manufactured and/or ordered by eleXsys Energy for the Customer, eleXsys Energy is entitled to liquidated damages assessed as follows:
- (i) all cancellation costs associated with the return of Products to suppliers;
- (ii) where manufacture of the equipment has commenced, all direct labour cost associated with work performed to date and the associated labour cost to dismantle components which are to be returned to suppliers; and
- (iii) a charge of 10% of contract value for recovery of administration and design costs, overhead recovery and loss of profit.

### **15. Confidential information and publicity**

- 15.1 Each party agrees that all non-public or proprietary information relating to the business, technology or affairs of the other provided or disclosed under this Contract or during the preceding negotiations is confidential.
- 15.2 Except as required by law, neither party will use or disclose such confidential information to a third party without prior written consent of the other.
- 15.3 The Customer grants eleXsys Energy the right to photograph the installation along with energy savings details for use in publicity, marketing materials and case studies published by eleXsys Energy with the consent of the customer, that will not be unreasonably withheld.

## 16. Drawings and documentation

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- 16.1 Customer acknowledges that any drawings, specifications and plans provided to Customer by eleXsys Energy and any statement, description, illustration or other information in eleXsys Energy or related entities' catalogues, websites, price lists and other advertising matter are intended merely to give a general idea of the Products and/or Services and will not, unless otherwise agreed in writing, form any part of this Contract.
- 16.2 eleXsys Energy may, if requested by Customer and at Customer's expense, provide Customer with certified drawings.
- 16.3 Customer acknowledges that any drawings, specifications and plans provided to Customer by eleXsys Energy remain the property of eleXsys Energy and for part of the confidential information of eleXsys Energy and that Customer must not use them for any purpose other than in accordance with these terms nor disclose them to third parties.

## 17. Insurance

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- 17.1 eleXsys Energy agrees to maintain sufficient levels of public liability and professional indemnity insurance with respect to the products and services it provides at all times.

## 18. Limitation of liability and indemnity

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- 18.1 To the extent that terms implied by law apply to the Products or Services, eleXsys Energy's liability for any breach of those terms is limited to:
- (i) re-supplying the Products of remedy; or
  - (ii) repairing or replacing the Products; or
  - (iii) paying the costs of re-supply or repair of the Products.
- 18.2 Neither party is liable to the other party for any indirect or consequential loss.
- 18.3 eleXsys Energy's liability for any loss or damage arising as a consequence of a breach of this Contract is reduced proportionally to the extent the act or omission (deliberate or negligent) of the Customer or any person (other than eleXsys Energy, its employees, agents or subcontractors) who contributed to the loss or damage incurred.
- 18.4 Where damage or loss occurs as a result of the act or omission of the Customer as contemplated in clause 18.3 and such damage or loss leads to any claim by a third-party, the Customer indemnifies eleXsys Energy against any such claim.
- 18.5 eleXsys Energy will not be liable for damage or loss that is the consequence of:
- (a) incorrect or incomplete information supplied by the Customer;
  - (b) operational cessation of the Customer;
  - (c) loss of data (the Customer must ensure that back-ups are made of programs and files); and
  - (d) any use by the Customer of Products other than in accordance with the documentation provided by eleXsys Energy.

## 19. Force majeure

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- 19.1 If either party to this Contract cannot meet an obligation under this Contract because of a Force Majeure Event:
- (a) The obligation, other than an obligation to pay money, is suspended to the extent that it is affected by the Force Majeure Event for as long as the Force Majeure Event continues; and
  - (b) The affected party must use its best endeavours to give the other party prompt notice of the fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.
- 19.2 A party that claims a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.
- 19.3 Nothing in this clause requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.
- 19.4 If delay in the performance of this Contract due to a Force Majeure Event continues for more than 1 month, a party may terminate this Contract by written notice to the other.

## 20. Suspension and termination

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- 20.1 If the Customer fails to pay any sum due under this Contract by the due date, eleXsys Energy may by notice, in addition to its other rights under this Contract, suspend providing the Products, until all overdue amounts are paid.
- 20.2 A party may terminate this Contract by providing written notice to the other party in any of following events or circumstances:
- (a) if the other party is in breach of any of the terms of this Contract which is capable of remedy and fails to rectify the breach within thirty (30) days of the receipt of a notice from the first party requesting such rectification;
  - (b) if the other party is in breach of any of the terms of this Contract which is not capable of remedy;
  - (c) if the other party passes a resolution for winding up or liquidation (except for the purpose of reconstruction or amalgamation);
  - (d) if a receiver and/or manager is appointed in respect of any property or assets of the other party;
  - (e) if the other party enters into any scheme of arrangement for the benefit of creditors; or
  - (f) if any petition is presented to wind up the other party.

## 21. Financial advice disclaimer

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- 21.1 The Customer acknowledges that eleXsys Energy is not authorised or licenced to provide financial advice.

- 21.2 As such, the calculations or financial projections appearing in the Proposal and other correspondence with the Customer constitute an estimation only of possible savings based on the parameters of the Relevant System recommended together with an examination of the site load profile and tariff as recorded.
- 21.3 Future changes in load or Electricity usage patterns or electricity tariffs that may affect the economics of the proposed system installation have not been and cannot be considered in any analysis or Proposal.
- 21.4 The Customer is advised to seek separate financial advice regarding the financial viability of the Proposal.

## 22. PPSA

### 22.1 PPS Act terms

Unless a contrary intention appears, words or expressions used in this clause 22 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.

### 22.2 Further assurance

If at any time eleXsys Energy determines that this Contract (or any of the transactions contemplated by or under it) creates a Security Interest in its favour over any personal property, eleXsys Energy may apply for any registration, or give any notification, in connection with that Security Interest and the Customer must promptly, upon eleXsys Energy's request, do anything (including, without limitation, signing and producing documents, getting documents completed or signed, obtaining consents and supplying information) to:

- (a) provide more effective security over the relevant personal property;
- (b) ensure that any such Security Interest in favour of eleXsys Energy:
  - (i) is at all times enforceable, perfected (including, where applicable, by control as well as by registration) and otherwise effective; and
  - (ii) ranks as a first priority Security Interest.
- (c) enable eleXsys Energy to prepare and register a financing statement or a financing change statement or give any notification in connection with that Security Interest; and
- (d) enable eleXsys Energy to exercise any of its rights or perform any of its obligations in connection with any such Security Interest or under the PPS Act.

### 22.3 Contracting out of PPS Act enforcement provisions

If Chapter 4 of the PPS Act would otherwise apply to the enforcement of the security interest created under Contract, the Customer agrees that the following provisions of the PPS Act will not apply:

- (a) section 95 (notice of removal of accession), to the extent that it requires eleXsys Energy to give a notice to the Customer;
- (b) section 121(4) (enforcement of Security Interests in liquid assets – notice to grantor);

- (c) section 125 (obligation to dispose of or retain collateral)
- (d) section 130 (notice of disposal), to the extent that it requires eleXsys Energy to give a notice to Customer;
- (e) paragraph 132(3)(d) (contents of statement of account after disposal);
- (f) subsection 132(4) (statement of account if no disposal);
- (g) section 142 (redemption of collateral); and
- (h) section 143 (reinstatement of security agreement).

### 22.4 Notices under PPS Act

eleXsys Energy does not need to give the Customer any notice required under the PPS Act (including, without limitation, a notice of a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.

### 22.5 Confidentiality

Notwithstanding what is provided for in clause 15, neither party will disclose to a person or entity that is not a party to the Contract information of the kind mentioned in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies or that information is publicly available.

## 23. Goods and Services Tax (GST)

### 23.1 Preliminary

Words or expressions used in this clause that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* have the same meaning given to them in that Act.

### 23.2 GST exclusive

Unless otherwise stated, any amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

### 23.3 Liability to pay GST

If a party makes a taxable supply under this Contract (**Supplier**), then the recipient of the taxable supply (**Recipient**) must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.

### 23.4 Tax invoice

Notwithstanding the foregoing, the Recipient is not obliged under this Contract to pay the amount of any GST payable until the Supplier provides it with a valid tax invoice for the taxable supply.

### 23.5 Adjustment event

If an adjustment event arises in relation to a taxable supply made by a Supplier under this Contract, the amount paid or payable by the Recipient pursuant to clause 23.3 will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.

## 23.6 Reimbursement of expenses

If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

## 23.7 Non merger

This clause does not merge on completion and will continue to apply after expiration or termination of this Contract.

## 24. Access and right of entry

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24.1 eleXsys Energy may use any competent and qualified director, representative, associate, officer, employee, agent or subcontractor (Authorised Persons) to provide the Products or Services.

24.2 The Customer grants to each Authorised Person, a licence to enter the Customer Site for the purposes of:

- (a) installing the Products;
- (b) inspecting the Products;
- (c) conducting repairs or maintenance to the Products;
- (d) removing the Products; and
- (e) any other activities ancillary to, or necessary to facilitate, the removal of the Products or any equipment associated with the Products upon termination of this Contract.

24.3 The Customer will provide each Authorised Person with access to water, electricity, toilet and washing facilities.

24.4 The Customer will ensure that all other third-party consents necessary for the Authorised Persons to access the Customer Site as described in this clause are obtained prior to access being required.

## 25. Notices

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25.1 Any notice or other notification required to be given under this Contract must be in writing and will be deemed duly served by:

- (a) giving it to the party personally;
- (b) leaving it at the party's address shown in the Contract;
- (c) sending it by registered post to the party's address shown on this Contract; or
- (d) sending by email to either party's email address.

25.2 eleXsys Energy will comply with all relevant privacy legislation in relation to the Customer's personal information. Information collected by eleXsys Energy from the Customer may be used and accessed in accordance with eleXsys Energy's privacy policy which is available on [www.planetarkpower.com/privacypolicy](http://www.planetarkpower.com/privacypolicy)

## 26. Dispute resolution

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26.1 If either party has a complaint or dispute under or in respect of the subject matter of this Contract, the relevant party may, within 5 Business Days of the complaint or dispute arising, give written notice to the other party (Dispute Notice). A Dispute Notice must be signed by that party or the party's authorised representative.

26.2 Within 5 Business Days of receipt by a party of a Dispute Notice (or such further period as agreed in writing by the parties), the parties must meet in a bona fide attempt to resolve the claim or dispute.

26.3 If the dispute or complaint is not resolved within 10 Business Days of receipt by the other party of the Dispute Notice (or such further period as agreed in writing by the parties) the dispute or complaint must be referred to the chief executive officer of each party, or any person with authority to bind that party, who must meet in a bona fide attempt to resolve the dispute or complaint.

26.4 Each party must continue to perform their obligations under this Contract notwithstanding the conduct of any process under this clause 26.

26.5 If the parties cannot reach an agreement to resolve the dispute within 20 Business Days of the date of the Dispute Notice, it can be referred to an independent mediator.

26.6 This clause 26 does not limit the rights of the Customer (if any) to refer the complaint or dispute to an applicable ombudsman having jurisdiction in the State.

## 27. General

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### 27.1 Governing Law

- (a) This Contract is governed by and is to be construed under the laws in force in the State.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State and courts of appeal from them in respect of any proceedings arising out of or in connection with this Contract. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 27.2 Assignment

- (a) eleXsys Energy may assign or otherwise deal with any or all of its rights under this Contract with the consent of the Customer, where such consent will not be unreasonably withheld.
- (b) The Customer may not assign or otherwise deal with any of its rights under this Contract, without the prior written consent of eleXsys Energy. eleXsys Energy may withhold its consent in its absolute discretion.

### 27.3 Variations

- (a) The Customer may request variations to this Contract in writing.

- (b) eleXsys Energy will have no obligation to accept such variations. If the parties agree to a variation, they will both execute a document that specifies the agreed variations to eleXsys Energy's obligations and any changes to the Price, the Products and the Payment Schedule.

27.4 **Entire Agreement**

The Contract sets out the entire agreement between the Customer and eleXsys Energy and supersedes any representations or promises made by eleXsys Energy, its employees or agents whether prior to or after the commencement date of the Contract.

27.5 **Severance**

If any term or part of a term of this Contract is illegal or unenforceable it may be severed, and the remaining terms will continue in force.

**28. Definitions and interpretation**

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28.1 **Definitions**

In this Contract, defined terms have the meaning given to them in Schedule 1 of this Contract.

28.2 **Interpretation**

In this Contract unless a contrary intention is expressed, the principles set out in Schedule 1 to this Contract apply to its interpretation.

- Schedule 1 – Definitions and Interpretation
- Schedule 2 – Solar Generation Guarantee
- Schedule 3 – Standard Installation Conditions

# Schedule 1 - Definitions and Interpretation

## 1. Definitions

In this Contract, defined terms have the meaning given to them in Schedule 1.

**Access Licence** means the licence granted by the Customer to eleXsys Energy in Power Purchase Terms and Conditions for eleXsys Energy, including the Installer, to enter upon and cross the Customer Site to install, operate, maintain, repair and remove the Relevant System, and to interconnect the Relevant System with DNSP and to provide water, electric and other services to the Relevant System.

**AEMO** means the Australian Energy Market Operator.

**Australian Consumer Law** means 0 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time.

**Applicable Law** means any law, regulation or guideline issued by an Australian State or Territory Government or the Australian Federal Government, including but not limited to, the *Electricity Act 1996* (SA), the *Electricity (General) Regulations 2012* (SA), the *Essential Services Commission Act 2002* (SA), the *National Energy Retail Law (South Australia) Act 2011* (SA), the *National Energy Retail Regulations*, the *National Energy Retail Rules*, the *Corporations Act 2001* (Cth), the *Competition and Consumer Act 2010* (Cth), the *Renewable Energy (Electricity) Act 2000*, *Renewable Energy (Electricity) Regulations 2001* and the *Personal Property Securities Act 2009* (Cth).

**BOS** stands for "balance of system" and means the solar panel array mounting frame, isolators and electrical wiring or cabling of the installed system.

**BOS Defect** means any Defect (including in respect of design, materials or method of manufacture) with any part of the Installed System, other than:

- (a) a Workmanship Defect;
- (b) Defects caused or contributed by the Customer or its representatives; or
- (c) Defects caused or contributed by a third party including the end customer.

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

**Commissioned** means following required testing (if any) under the Connection Agreement, the Relevant System will be commissioned and connected to the Customer System (if applicable) and the DNSP's distribution network.

**Connection Agreement** means the executed offer to connect to the network made by the DNSP to eleXsys Energy and or the Customer.

**Condition Date** means the date specified in the Customer Schedule in the Proposal.

**Conditions Precedent** means the conditions precedent set out in the Customer Schedule.

**Connection Date** means the date when the PV System is turned on and generating Electricity or commissioned by the System Installer.

**Contract** means this Contract and each applicable Schedule to it.

**Curtail** means reduce or eliminate, and "Curtailment" has a corresponding meaning.

**Curtailed Supply** is expressed in kW and means the capacity made available to the Customer 30 seconds after the commencement of a curtailment in supply.

**Curtailment Duration** means the period (expressed in hours and fractions of an hour) from the commencement of a *Curtailment* of supply of *Electricity* until the time that eleXsys Energy notifies the Customer that the requested level of Electricity is available.

**Customer** refers to the person, company or entity listed in the Customer Schedule to whom eleXsys Energy has agreed to supply the Products and Services, or any person acting by the Customer's authority and on the Customer's behalf.

**Customer Site** means the physical location or property where the Products are to be installed, as described in the Customer Schedule.

**Customer Schedule** means the customer schedule included in the Proposal.

**Customer System** systems installed at, or integrated within, the Customer Site, but does not include the Products supplied and installed pursuant to this Contract.

**Defect** means an error, defect, omission, deficiency, non-conformity, fault, failure, malfunction or other discrepancy.

**Demand** means the rate at which Electricity load (in kVa) is made available to the Customer at the relevant connection point at the Customer Site, at a particular point in time or averaged over a designated period of time, as measured by a Demand Meter.

**Demand Charge** means the charges payable by the Customer to a Retailer for its Demand at the Customer Site, measured in kVa.

**Demand Meter** means a Meter installed at the Customer Site to measure Demand.

**Demand Response program** means an intentional, voluntary modification of consumption patterns of Electricity which has the effect of altering the timing, level of instantaneous Demand, or the total Electricity consumption of the Customer. A Demand Response program may involve (but is not limited to) a reduction in Electricity use at times of high wholesale market prices or when system reliability is jeopardised.

**Deposit** means the deposit set out in the Customer Schedule.

**Detailed Design Report** means the detailed design of the proposed system installation developed by eleXsys Energy for the Customer Site including drawings, detailed equipment listing, installation procedure, updated detailed performance estimates and updated pricing.

**Distribution Network Service Provider (or DNSP)** is the entity authorized and or required by Applicable Law

to provide electricity distribution services to the Customer at the Customer Site.

**Electricity** means electrical energy generated by the PV System and/or supplied to the Customer Site by a Retailer via a DNSP (as applicable).

**eleXsys Energy** means eleXsys Energy Pty Ltd trading as Planet Ark Power.

**Environmental Products** means any product, right, offset, credit, rebate, permit, incentive or similar which may be created from the production or sale of electricity, which has the aim of reducing, avoiding or offsetting carbon emissions, whether existing under a statutory or voluntary scheme and whether tradeable or not, and (for clarity) includes but is not limited to STC's and LGC's.

**Financing Party** means a lender or any other provider of Finance.

**Finance or Financing** means any debt or equity finance, provided directly or indirectly by a Financing Party to eleXsys Energy, its associated parties, or any trust for which eleXsys Energy is trustee, in connection with the installation and ownership of a Relevant System (as applicable).

**Force Majeure Event** means an event or circumstance which is not within the reasonable control of a party and which by the exercise of reasonable due diligence that party is not reasonably able to prevent or overcome, including but not limited to the following:

- (a) acts of God including earthquakes, droughts, floods, washouts, landslides, unusual weather conditions, lightning, storms and the elements;
- (b) strikes, lockouts, bans or other difficulties;
- (c) acts of the enemy, wars, blockades or insurrections, riots or civil disturbances, arrests and restraint of rulers and peoples, malicious damages or sabotage;
- (d) fire or explosion;
- (e) pandemic, epidemic or quarantine;
- (f) order or decision of any court or tribunal or the order, act or omission or failure to act of any government or competent authority having jurisdiction, failure to obtain, denial, refusal to grant or unrequested amendment or modification of any necessary government consent or approval;
- (g) mechanical or electrical breakdown, damage or failure of equipment which is unusual in nature and uncertain in timing and which has been maintained and operated in accordance with generally accepted industry standards and practices applicable to the affected party and its business; or
- (h) unavailability or reduction in capacity of any electrical generating or storage or PFC facilities or equipment as a consequence of damage to such facilities or equipment from or arising as a consequence of:
  - (i) the operation or maintenance of any facilities or equipment; or
  - (ii) the carrying out of any activities,

at the site upon which the facilities and equipment are located by a third-party owner of the relevant site, its employees, contractors, agents and invitees.

**eleXsys or eleXsys Energy** means the Australian incorporated company eleXsys Energy Pty Ltd ACN 160 918 463 trading as Planet Ark Power.

**GoPREDICT** means the proprietary engineering software developed by eleXsys Energy and used to engineer a Relevant System for Customers and perform predicative analysis.

**Indemnified Parties** means the person who asserts a right to indemnification under this Contract.

**Indemnifying Party** means the person who has the indemnification obligation under this Contract to the Indemnified Party.

**Interconnection** means the physical electrical connection between the Customer Site and the DNSP's network.

**Installation** means the installation of a Relevant System at the Customer Site in accordance with the Standard Installation Conditions Schedule.

**Interest Rate** means the rate of two (2) percent per month.

**Intellectual Property Rights** means any and all intellectual property rights, whether existing now or in the future and whether registered or unregistered, anywhere in the world, and the subject matter of any such rights, including:

- (a) patents, copyrights, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, confidential information, inventions, plant breeder's rights and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a)

**kVA** is a unit of apparent power which is an electrical power unit and means kilo-volt ampere. A volt is electrical potential. An amp is electrical current. 1 kilo-volt-ampere is equal to 1000 volt-ampere.

**kW** means kilowatt and is equal to one thousand (10<sup>3</sup>) watts.

**kWh** means a unit of energy equivalent to one kilowatt (1kW) of power expended for one hour.

**Land Titles Office** means the Registrar of Titles and Registrar of Water Allocations of Queensland.

**Large Scale Generation Certificate or LGC** means a certificate created under Subdivision A of Division 4 of Part 2 of the *Renewable Energy (Electricity) Act 2000* (Cth). These certificates relate to the generation of electricity by Accredited Power Stations.

**Load Profile** means the interval data from the NMI approved electricity meter for the Customer Site, usually for a recent period of 12 months minimum, provided to eleXsys Energy by the Customer's electricity retailer or DNSP with the approval of the

Customer, to undertake an analysis to create the Proposal.

**Losses** means any and all losses, liabilities, claims, demands, causes of action, judgments, awards, damages, interest, fines, fees, penalties, costs, and expenses (including legal fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

**Meter** means an AEMO approved device capable of measuring the solar generation by the PV System under NEM standard metering as mentioned in the National Electricity Rules.

**Month** means a calendar month.

**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.

**Network** means the relevant electricity distribution network to which the Customer Site is connected.

**NEM** or National Electricity Market means the interconnected electricity grids in the participating jurisdictions of the National Electricity Rules.

**NMI** means a National Meter Identifier, being a 10-digit number used to obtain information from the Retailer or DNSP as set out and described for the Customer Site in the Customer Schedule.

**Notice of Claim** means written notice of a claim under this agreement in electronic or paper form.

**Owner or Ownership** in the context of the Customer Site means registered ownership in freehold by the Customer of the land and facilities at which the Customer Site is situated and includes where the Customer has a registered lease of such land and/or facilities.

**PA Power or Planet Ark Power** means the Australian incorporated company eleXsys Energy Pty Ltd ACN 160 918 463 trading as Planet Ark Power.

**Payment Schedule** means the payment schedule set out in the Proposal prepared by eleXsys Energy for the Customer.

**PFC** means power factor correction.

**Power Bill** means a recent electricity bill from the Customer's Retailer, provided to eleXsys Energy to undertake an analysis for creation of the Proposal.

**Price** has the meaning given to that term in the Customer Schedule.

**Proposal** means the document provided to the Customer which includes, amongst other things, a summary of the Relevant System to be installed, the Price, an estimate of financial savings and the Customer Schedule. The Proposal when signed by the Customer is subject to the General Terms and Conditions and forms part of the Contract between eleXsys Energy and the Customer.

**PPS Act** means the *Personal Property Securities Act 2009* (Cth).

**Products** means the products to be supplied under this Contract, as set out and described in the Customer Schedule and the Proposal provided to the Customer,

and includes the equipment, materials, network connection application, and installation supplied to the Customer by eleXsys Energy in respect of this Contract. Products do not include applications or services associated with planning or heritage approvals. Products also do not include provision of network electricity meter or electricity meter board upgrade unless otherwise specified in the Proposal.

**PV** means photovoltaic.

**PV System** means an integrated system for the generation of Electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on the Customer Site.

**PV System Expansion** means the expansion of the PV System capacity either on the Customer Site or within the Customer Site.

**Proposal** means the Proposal developed by eleXsys Energy for the Customer based on the Customer's Power Bill and/or Load Profile that includes initial performance estimates and initial pricing estimates and Electricity usage/time of use estimates.

**Relevant System** means either a Solar PV System, an Energy Storage System, a Power Factor Correction unit installed either together as one system or individually.

**Renewable Energy Certificate or REC** means a large-scale generation certificate, or a small-scale technology certificate as defined in the *Renewable Energy (Electricity) Act 2000* (Cth) created by the PV System.

**Retailer** means a licensed electricity retailer which is the financially responsible electricity retailer for the Customer Site.

**RPEQ** means a Registered Professional Engineer of Queensland.

**Security Interest** means any security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements); and thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset; and includes any agreement to create any of them or allow them to exist.

**Services** means the services supplied by eleXsys Energy to the Customer in connection with the Contract, as set out and described in the Customer Schedule.

**Small Generation Unit** means a device that generates electricity that is specified by the Renewable Energy (Electricity) Regulations 2001 to be a small generation unit. A device whose energy source is solar (photovoltaic) is a small generation unit if it has a kW rating of no more than 100 kW and it generates no more than 250 MWh of electricity each year.

**Small-scale Technology Certificate or STC** means a certificate created under Subdivision B or BA of Division 4 of Part 2 or under section 30P of the Renewable Energy (Electricity) Act 2000 (Cth).

**State** means the State so described in the Customer Schedule.

**STC Discount** means the discount available as a result of the assignment of ownership rights by the Customer to eleXsys Energy of any STC's created by operation of the Renewable Energy (Electricity) Act 2000 (Cth) on installation of an eligible renewable energy system by eleXsys Energy under the Contract.

**STC Price** means the price payable by eleXsys Energy to the Customer for STC's under clause 10 of these General Terms and Conditions, if applicable, and being the dollar amount per STC specified in the Customer Schedule.

**System Installer** means an appropriately licensed and suitably qualified and experienced third party who will undertake the Installation of the Relevant System (and where applicable, pursuant to a Contract to purchase, install and commission the Relevant System).

**Workmanship Defect** means a Defect with any part of the installed system or equipment that was caused by eleXsys Energy's installation partner when performing the installation.

**Zero Export Control** means a device to control and limit the production of electricity of a renewable energy system to limit the amount of electricity exported to the grid.

## 2. Interpretation

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In this Contract unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 2 of 0 implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this agreement and a reference to this agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this agreement) includes all amendments or supplements to, or replacements or novation of, that document;

- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a provision of this agreement may not be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or the preparation or proposal of that provision;
- (k) a reference to a body, other than a party to this agreement (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (l) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this agreement do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (m) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

## 3. Business Day

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If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

# Schedule 2 - Solar Generation Guarantee (PV System)

## 1. Solar Generation Guarantee

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Where the accepted Proposal includes a Solar Generation Guarantee, then subject to the terms of this Schedule 2, eleXsys Energy Pty Ltd trading as Planet Ark Power will guarantee for 5 years that the generation (in kWh/year) of the PV System under this Contract will achieve at least 90% of the **adjusted\*** PV System Estimated Yield stated in the table below (**Solar Generation Guarantee**).

\*The PV System Estimated Yield, set out in the System Hand Over Manual, will be adjusted annually for degradation in solar panel performance, weather and climatic variations over subsequent annual periods based on PA Power's modelling as set-out in the System Hand Over Manual.

The Solar Generation Guarantee for this Contract is based on the **PV System Estimated Yield as set out in the System Hand Over Manual**.

## 2. Entitlement

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If the Solar Generation Guarantee is not achieved in a Contract Year, then, subject to the qualifications below, the Customer may be entitled to a monetary payment from PA Power for the difference between (i) the actual recorded PV System generation and (ii) the Solar Generation Guarantee for the relevant Contract Year, at the c/kWh tariff rates that PA Power calculated (from the rates on the Customer's latest dated power bill) and used in the Proposal.

## 3. Qualifications

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The Generation Based Guarantee is conditional upon there being no:

- a) tampering with the PV System;
- b) damage to the PV System that may cause reduction in solar generation of System e.g. new installation of equipment or modification of sites;
- c) development of surrounding areas which will reduce the sun hours on the System e.g. construction or structures on adjoining sites; or
- d) natural causes within surrounding areas which will reduce the sun hours on the PV System e.g. overgrown trees.

Any monetary compensation calculated for the purposes of this Guarantee will be solely based on the solar generation performance or output of the PV System that is guaranteed in accordance with this Solar Generation Based Guarantee at the Customer's electricity tariff(s) (based on the same units in which they are measured) used in the Proposal.

**No monetary compensation will be made for any forecasts with respect to future Customer electricity tariff increases or decreases, whether they eventuate or not, or changes in the way the Customer's electricity tariffs are calculated or the units in which they measured.**

## 4. Quarterly reports to include savings calculations

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PA Power will also include in the reports that are to be provided under Schedule 2, the financial outcome for that quarter. The purpose of this additional information will be to

compare actual solar savings results for that quarter against expected results, based on the Solar Generation Guarantee.

Actual savings reported will vary in accordance with actual generation and the tariff being paid by the Customer at the time covered by the report. No guarantee is given with respect to the savings results where there is a change in either the monetary quantum of the tariff, the units in which tariffs are measured or how the tariffs are imposed over the term of this Guarantee.

## Schedule 3 - Standard Installations

### Conditions Schedule

#### 1. Pre-installation Site Inspection

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- 1.1 The System Installer may conduct a pre-installation site inspection at the Customer Site to ascertain the most suitable location for installation of the Relevant System and assess whether any additional services or items will be required to complete the Installation.

#### 2. Time for Inspection/Installation

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- 2.1 The System Installer will contact the Customer to arrange a suitable time for the System Installer to undertake a pre-installation site inspection (if deemed necessary) and/or for Installation of the Relevant System. A representative of the Customer must be present during the arranged time for the pre-installation site inspection (if conducted) and the Installation.

#### 3. Installation Package

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- 3.1 The Installation comprises the installation of the Relevant System at the Customer Site as described in the Proposal in accordance with the manufacturers' guidelines. The Installation includes:

- (a) the delivery of the Relevant System to the Customer Site on the day of Installation;
- (b) the supply and Installation of any suitable mounting base for the Relevant System (if required);
- (c) the supply and installation of tilt frames (if tilt frames are included);
- (d) installation on the roof indicated in the Relevant Description of System Schedule;
- (e) the supply of electrical cabling between the Solar PV, inverter and switchboard;
- (f) testing and commissioning of the Relevant System after Installation (in accordance with clause 5 of this Schedule);
- (g) the provision of a certificate of electrical safety (or equivalent); and
- (h) the provision of instruction on the basic operation of the Relevant System (if the Relevant System is to be operated by a person other than PA Power).

- 3.2 PA Power or the System Installer will have no obligation to carry out any of the work that is excluded from the installation unless PA Power or the System Installer agrees that the System Installer will carry out that work.

#### 4. Additional Services and/or items

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- 4.1 Prior to installation of the Relevant System, the System Installer will advise the Customer of any additional services and/or items that are not included in the installation, but which are required to complete the Installation.

- 4.2 When the Customer is advised of the additional services and/or items that are not included in the Installation, but which are required to complete the Installation, the Customer will also be advised of the cost of those additional services and/or items. The Customer may elect to enter an agreement with the System Installer (or another third party) for the additional services and/or items. If additional services and/or items are not undertaken or supplied prior to, or agreed to at, the time for Installation of the Relevant System, then the System Installer or PA Power will have no obligation to install the Relevant System and these General Terms and Conditions will terminate.

#### 5. Testing and Commissioning

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- 5.1 After installation of the Relevant System, the System Installer will test/commission the Relevant System onsite to confirm that it is compliant with manufacturer's specifications and to ensure the Relevant System is fully operational.

#### 6. Certificate of Electrical Safety

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- 6.1 On satisfactory completion of the Installation, the System Installer will provide a certificate of electrical safety (or equivalent) which certifies that the Relevant System has been installed to the requirements of Australian Standards and relevant laws.

#### 7. Operating Instructions

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- 7.1 On the day of testing the Relevant System, the System Installer will instruct the Customer on the basic operation of the Relevant System (if the Relevant System is to be operated by a person other than PA Power).

#### 8. Pre-installation Approvals

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- 8.1 The Customer is required to obtain or assist with all relevant approvals, consents, and permits prior to installation from the Customer's local council/planning authority.

#### 9. Compliance with Electrical Standards

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- 9.1 The Customer must ensure that the Customer Site (including any out-building, such as a shed, carport or garage) comply with electricity standards imposed by any Applicable Law prior to Installation.

#### 10. Requirements for Roof Area (Solar PV Systems only)

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- 10.1 The roof area must be structurally sound and large enough to accommodate the size and weight of the PV System and mounting base/frames.
- 10.2 The roof area must have suitable north, north east or north-west aspect to accommodate the PV System. Installations on east or west facing roofs may result in reduced outputs. With PA Power's implied approval, PV Systems may be placed on East or West facing roofs.
- 10.3 The roof must be safe and suitable for the installation of the PV System. It is the Customer's responsibility to ensure that the roof is safe and suitable for the Installation.

## **11. Special Access Equipment**

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- 11.1 Special access equipment may be required to lift/move solar panels to the desired location for installation, and/ or to install solar panels where roof pitch is between 30 to 45 degrees. This may include boom lifts, cherry pickers, cranes or scaffolding.

## **12. Installation on Steep Roofs**

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- 12.1 Due to safety considerations, Installations may not be possible on steep roofs (including here roof pitch is between 30 to 45 degrees).

## **13. Dedicated Controlled Loads**

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- 13.1 The Installation does not include work for dedicated controlled loads (includes 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.

## **14. Engineer's Structural Certification**

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- 14.1 The Customer acknowledges that PA Power has provided them with a copy of the certification report with respect to the proposed roof installation areas for the PV System.
- 14.2 PA Power acknowledges that it has reviewed the structural certification report provided by either the Installer or other engaged professional in respect of the PV System's rooftop mounting and that certification confirms the proposed solar panel installation area is confirmed to be able to support the PV System solar panels as indicated in the report.