

Service and Supply Agreement - Terms and Conditions

1. Definition and Interpretation

In this Agreement:

Agreed Existing Average Monthly Electricity Expenditure has the meaning on the Order Form.

Future Average Monthly Electricity Expenditure means the Customer's electricity expenditure for the listed NEMs overleaf once the Customer is using the Goods over the term, divided by the number of months in the term.

Average Minimum Monthly Savings means the difference between the Agreed Existing Average Monthly Electricity Expenditure and the Future Average Monthly Electricity Expenditure over the term.

Business Day means any day except a Saturday, Sunday or public holiday in the state in which the Services are supplied.

Confidential Information means the confidential information of either party, which is, or reasonably deemed to be, regarded as confidential or commercially sensitive information even if not strictly marked as confidential or commercially sensitive.

Customer Data means any information provided by the Customer, whether in response to a request by Sustainable Savings or not, with the purpose of informing Sustainable Savings.

Fee means an amount of money, as given on the Order Form.

Average Monthly Fee means an amount of money, as given on the Order Form.

Goods means the goods described in the Order Form.

IPR means the intellectual property rights comprised in any patent, copyright, design or trade mark whether at common law or by statute, rights to apply for registration under a statute in respect of those or like rights, and rights to protect trade secrets, goodwill and Confidential Information.

Non-Disclosure Agreement means Sustainable Savings' non-disclosure agreement.

Privacy Policy means Sustainable Savings' specific guidelines given to the Customer which outline the Customer's obligations in relation to Confidential Information and any other information about Sustainable Savings it may be privy to.

Services means the services described on the Order Form.

Term means the term described on the Order Form.

Total Agreed Existing Average Monthly Electricity Expenditure means the Agreed Existing Average Monthly Electricity Expenditure multiplied by the number of months in the Term.

Total Future Average Monthly Electricity Expenditure means the Anticipated Future Average Monthly Electricity Expenditure multiplied by the number of months in the Term.

"Agreement" - means the signed invoice or quote by the Customer for the purchase of Goods or Services to be provided by the Company under these Terms and Conditions.

"Company" - means Sustainable Savings Pty Ltd ABN - 21 604 401 103.

"Customer" - means the purchaser of Goods or Services from the Company.

"Financing Change Statement" - has the meaning given to it by the PPSA.

"Financing Statement" - has the meaning given to it by the PPSA.

"Force Majeure" - means anything that happens that is beyond the control or in consequence of which the Company its employees, contractors or agents are hindered in performing their obligations under the Agreement, including but not limited to adverse weather conditions, trade disputes and strikes and import or export delays.

"Goods" - means all goods sold and/or delivered by the Company to the Customer.

"Intellectual Property" - means all copyright in all designs, plans and drawings of the Goods, all Designs whether registered or unregistered all trademarks and logos whether registered or unregistered all patents granted and patent pending and all know-how and information pertaining to the manufacture of the goods.

"Government" - means the Australian Federal Government and or any other Australian Government Agency.

"PPSA" - means Personal Property Securities Act 2009.

"Premise" - means the physical address where the Goods will be installed or the service will be carried out.

"Purchase Price" - means the full payment due and payable by the Customer to the Company pursuant to the Agreement.

"Quote" - means the estimated amount payable by the Customer to the Company as stated in Clause 9 of these Terms and Conditions.

"Security Agreement" - has the meaning given to it by the PPSA.

"Security Interest" - has the meaning given to it by the PPSA.

"Services" - means all services provided by the Company to the Customer.

"Small-scale Technology Certificate"(STC) - has the same meaning as in the Renewable Energy (Electricity) Regulations 2001.

"Terms" - means these terms and conditions of sale.

2. Savings Guarantee

2.1. N/A

3. Provision of the Services and the Goods by others

3.1. Subject to these Terms and Conditions, Sustainable Savings will supply the Services to the Customer for the Term.

3.2. The Customer acknowledges and agrees that some Goods are to be or have been supplied to the Customer by a third party or third parties and are subject to the third party or third parties terms and conditions which are available on request. The Customer also acknowledges and agrees that Sustainable Savings is not liable to the Customer for the performance of the Goods or otherwise liable to the Customer in relation to the Goods, whether under this Agreement or otherwise. The Customer acknowledges that it may have rights against the supplier of the Goods under the Australian Consumer Law.

3.3. Sustainable Savings will only be responsible for the quality and accuracy of the Services if all Customer Data supplied by the Customer is correct, completed and up-to-date. The Customer is responsible for any errors or omissions contained within the Customer Data and their effect on the outcomes generated by Sustainable Savings.

4. Invoicing, Fees, Payments and Investigation

4.1. The Customer agrees to pay the Fee in accordance with the payment terms in the Order Form, upon receipt of an invoice from Sustainable Savings.

4.2. The Fee is non-refundable if Sustainable Savings terminates these Terms and Conditions in accordance with clause 10.2.

4.3. The Customer must pay all invoices issued by Sustainable Savings within 10 Business Days of the invoice date.

4.4. If the Customer fails to pay the Fee or any other outstanding monies within 30 Business Days of receipt of the relevant invoice, Sustainable Savings may do any one or more of the following:

4.4.1. charge interest on the outstanding monies owed by the Customer; and

4.4.2. cease providing the Services.

4.5. Payments are to be made to the Company without any deduction or discount other than as stated in these Terms and Conditions or in the relevant invoice or quote.

4.6. The Customer agrees that it is not entitled to any cooling off rights with respect to the Agreement. Should the Customer terminate this Agreement after the payment of the engagement fee the Customer will pay on demand by the Company the amount of any reasonable costs incurred by the Company.

4.7. An Agreement between the Company and the Customer is formed upon the receipt of the engagement fee by the Company from the Customer.

4.8. Goods will not be ordered or provided by the Company until the engagement fee is paid in full by the Customer.

4.9. The balance of the invoice or quote price must be paid in full before or on the scheduled day of the Service to be provided by the Company.

4.10. If payment is not made as stated in section 4.1 and 4.9 the Company may engage a collection agency to collect outstanding and or overdue amounts. In which case the Customer agrees to indemnify the Company in respect to costs incurred in connection with the same.

4.11. The customer shall not withhold any monies due to the Company for:

4.12. Alleged defects or malfunctioning of the Goods.

4.13. Any delay in connection of, or the supply of electricity by any electrical distributor or any third party to the installation address as stated on the invoice or quote.

4.14. The upgrade of the electricity meter by any electrical distributor or any third party at the installation address as stated on the invoice or quote.

4.15. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed neither to be owed to the Customer by the Company nor withhold payment of any invoice because part of that invoice is in dispute.

4.16. The Customer will be liable for any costs incurred by the Company in the removal of delivered or installed Goods at the Premises as stated on the invoice or quote.

4.17. The parties acknowledge that the Future Average Monthly Electricity Expenditure is an estimation of the Customer's monthly electricity expenditure once the Customer is using the Goods. The parties also acknowledge that the Fee has been calculated on the basis that the Total Agreed Existing Average Monthly Electricity Expenditure, being an estimation of the Customer's electricity expenditure over the Term if the Goods are not used, is greater than the Fee plus the Total Future Average Monthly Electricity Expenditure, being an estimation of the Customer's electricity expenditure over the Term if the Goods are used.

4.18. The parties agree that the Fee will not be adjusted for matters that are not within the control of Sustainable Savings including, but not limited to:

4.18.1. the Customer's electricity use after the date of this Agreement differing from the usage on which the Agreed Existing Average Monthly Electricity Expenditure is based; and

4.18.2. the Customer's cost of electricity increasing after the date of this Agreement.

4.18.3. the Customer not advising Sustainable Savings or resolving any issues with the goods or services covered by this agreement within 10 business days

4.18.4. in the case of an embedded network the Customer not maintaining any advised reseller margin by Sustainable Savings

4.19. The Customer acknowledges that its monthly electricity expenditure is likely to increase during the Term due to the Customer's cost of electricity increasing after the date of this Agreement.

4.20. If at any time during the term and after the first 36 months of the Term, the Customer is reasonably of the opinion that the Customer's actual electricity expenditure for the Term will exceed the total of the Fee and the Total Future Average Monthly Electricity Expenditure, the Customer may on one occasion require Sustainable Savings to conduct a review of the Customer's electricity expenditure for the Term up to the date of the request. The cost of the review will be borne by Sustainable Savings except where the review finds that the Customer's electricity expenditure for the Term up to the relevant date is not materially different, after adjustment for matters that are not within the control of Sustainable Savings, from the Future Average Monthly Electricity Expenditure multiplied by the number of months in the Term up to the relevant date, in which case the Customer will pay Sustainable Savings' reasonable costs of carrying out the review.

5. Demand

5.1. N/A

6. Water

6.1. N/A

7. Intellectual Property Rights (IPR)

7.1. The Customer acknowledges and agrees that Sustainable Savings is the owner of all associated intellectual property and that all creations, additions or modifications to any aspect of the Services by the Customer after the commencement of these Terms and Conditions, will immediately vest in and become the property of Sustainable Savings and form part of Sustainable Savings' IPR.

7.2. The Customer agrees that the Customer will do all things necessary to give Sustainable Savings full ownership of any and all IPR referred to in clause 7.1.

8. Privacy and Confidential Information

8.1. The Customer must comply with Sustainable Savings' Privacy Policy.

8.2. Subject to clauses 7 and 8 of these Terms and Conditions, each party acknowledges and agrees that it may obtain Confidential Information about the other party and each party warrants that it will only disclose Confidential Information about the other party:

8.2.1. to employees, individual contractors and approved sub contractors who are aware of and agree to the Privacy Policy and Non-Disclosure Agreement; and

8.2.2. as and when required by law.

8.3. The Customer acknowledges and agrees that Sustainable Savings may use Confidential Information and any other information gathered about the Customer for the purposes of research and development regarding areas within Sustainable Savings' expertise including, but not limited to, greenhouse gas emissions and energy. Sustainable Savings will not privately or publicly reveal the Customer's identity when using such information.

8.4. Confidential Information ceases to be classified as Confidential Information if it is in the public domain but not as a result of a breach of these Terms and Conditions, the Privacy Policy or Non-Disclosure Agreement.

9. Warranties and Liability

- 9.1. Sustainable Savings is not liable to the Customer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of Sustainable Savings or its employees or Customers or otherwise) arising out of or in connection with this Agreement or any act or omission of Sustainable Savings in relation to this Agreement.
- 9.2. Sustainable Savings' total liability for direct loss arising out of or in connection with any act or omission by Sustainable Savings relating to its obligations under this Agreement including, but not limited to, the supply of Services, is capped at the total amount paid by the Customer under these Terms and Conditions.
- 9.3. The Customer warrants that the Customer has not relied on any representation made by Sustainable Savings not stated expressly in these Terms and Conditions.
- 9.4. The Customer indemnifies Sustainable Savings against all claims, actions and suits (including legal costs and disbursements on a full indemnity basis) that Sustainable Savings may become a party to or involved in which may arise as a result of:
- 9.4.1. any breach of these Terms and Conditions by the Customer or its affiliates; or
- 9.4.2. any loss of or damage to any property, or death of, any person caused by any act or omission by the Customer or its affiliates.
- 9.5. Where the Company, its employees, contractors and or agents do not carry out the installation of the Goods the Company will not be liable for:
- 9.5.1. Damage to the Goods caused during freight ad or transit and or installation.
- 9.5.2. Any loss, cost or damage caused by any act, omission or negligence of the installer.
- 9.5.3. Any direct, incidental or consequential loss caused by failure to deliver the Goods, failure to deliver the same on time, malfunction and or defect and or the like, insofar as the same can be restricted by law.
- 9.6. The Customer shall grant permission and all necessary and reasonable access to the Company its employees, contractors and or agents to enter the Premises and install the Goods.
- 9.7. The Customer or an authorised agent of the Customer shall be present at the Premises for the installation and commissioning of the Goods when and as reasonably required by the Company and its employees, contractors and or agents.
- 9.8. These Terms and Conditions do not affect the rights, entitlements and remedies conferred by the Competition and Consumer Commission Act 2010.
- 9.9. The Company is not subject and the Customer releases the Company from any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault of defect in the Goods. The Customer acknowledges that the Company is not:
- 9.9.1. Responsible for a force majeure
- 9.9.2. Responsible if the Goods do not comply with any applicable safety standard or similar regulation.
- 9.9.3. Liable for any claim, damage or demand resulting from such non-compliance.
- 9.9.4. As a result of any damage to the Goods from a third party or external factors, including without limitation from vandalism unauthorised access, unauthorised repairs or maintenance, livestock, rodents and insects.
- 9.10. If any statutory provisions under the Competition and Consumer Competition Act 2010 or any other statute apply to the Agreement between the Company and the Customer then, to the extent to which the Company is entitled to do so, the Company's liability under the statutory provisions is limited, at the Company's option to:
- 9.10.1. In the case of Services supplied or offered by the Company:
- 9.10.1.1. the supply of the service again, or
- 9.10.1.2. the payment of the cost of having the service provided again
- 9.10.2. In the case of Goods supplied by the Company:
- 9.10.2.1. the replacement of the Goods or the supply of equivalent Goods, or
- 9.10.2.2. the repair of such Goods, or
- 9.10.2.3. the payment of the cost to replace the Goods or acquiring equivalent Goods, or
- 9.10.2.4. the payment of the cost for having the Goods repaired
- 9.11. The Customer indemnifies the Company its employees, contractors and or agents against all claims, expenses, losses, damages and costs that may be suffered or incurred as a result of a breach of the Agreement by the Customer.
- 9.12. The Customer specifically agrees that the Company is not liable for any costs or expenses incurred by the Customer from any alleged defect or fault of the Goods. If the Customer elects to undertake any repairs or does any action not directed by the Company in writing with respect to the alleged defect or fault of the Goods the Customer is solely responsible for any costs, expenses or damages that result from such actions.
- 9.13. All goods supplied are covered by such warranties as a specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.
- 9.14. Workmanship in the installation of the Goods is covered by the Company for a 1 year period.
- 9.15. On discovery of any defect in the installation of the Goods, the Customer must contact the Company in writing within 12 months of the installation date.
- 9.16. On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of such defect. The Customer must not carry out any remedial work to alleged defective Goods without first obtaining the written consent of the Company to do so.
- 9.17. To the maximum extent permitted by law, the Company's determination of the existence of any defect and the cause if any defect will be conclusive.
- 9.18. Where the Goods malfunction or become inoperative during the Warranty Period, due to a defect in materials or workmanship, as determined by the Company, then subject to further rights conferred by the Australian Consumer Law on the Customer, the Company will, in exercise of its sole discretion, either:
- 9.18.1. Repair the defective Goods, or
- 9.18.2. Replace the defective Goods
- 9.19. The Company will not be responsible for any damage to the Goods which occurs at any time after Delivery unless the Customer can provide reasonable

evidence that the damage was a direct result of any fault or defect:

- 9.19.1. In the manufacture of the Goods Ordered
- 9.19.2. In the materials or components used in the manufacture of the Goods ordered
- 9.19.3. In the packing of the Goods ordered
- 9.19.4. In the Goods ordered which the Customer can show was caused prior to Delivery
- 9.20. The Company will not be liable to the Customer for any damage or destruction of the Goods caused by:
- 9.20.1. Normal wear and tear or exposure to weather conditions overtime
- 9.20.2. Any failure by the Customer to properly or safely store the Goods
- 9.20.3. Any failure by the Customer to properly move the Goods after delivery
- 9.20.4. Any failure by the Customer to properly install the Goods
- 9.20.5. Any failure by the Customer to use the Goods for their purpose
- 9.20.6. Any use by the Customer or any third party of the Goods contrary to their specification and not authorised by the Company
- 9.20.7. Any act or omission by the Customer or any third party after Delivery
- 9.20.8. Accident, misuse, abuse, negligence vandalism, alteration or modification of the Goods
- 9.20.9. Installation, repairs or maintenance of the Goods by a person who is not an appropriately qualified or if non-approved parts have been fitted
- 9.20.10. Faulty power supply, power failure, electrical strikes or surges, lightning, flood, storm, extreme heat, fire, acidic of salty air or other occurrence outside the control of the Company.
- 9.21. Subject to the express Terms of these Terms and Conditions and to any statute or regulations (State or Federal) which cannot be excluded contractually, the Company and the Customer expressly agree that:
- 9.21.1. The Company does not accept any liability whatsoever in respect of any loss or damage (including injury, death, loss of profits or reputation, economic loss and consequential loss or other damage) however caused (including the Company's negligence) which may be suffered or incurred or which may arise either directly or indirectly in respect of any use of the Goods.
- 9.21.2. All warranties implied by any Statute that can be excluded are hereby expressly excluded.
- 9.22. Where any Person suffers loss, damage or injury (including personal injury) as a direct or indirect result of any failure referred to in Clause 9.20 above or as a direct or indirect result of any misuse of the Goods then the Customer hereby indemnifies the Company against any liability (including costs) of the Company of that Person.
- 9.23. Without limiting any other clause in this Warranty the Company has the right to reject any Warranty claim made by the Customer pursuant to this Warranty where:
- 9.23.1. The Customer does not notify the Company in writing of a Warranty claim within the Warranty period
- 9.23.2. The Customer does not notify the Company in writing of a Warranty claim within one month of becoming aware of the relevant circumstances giving rise to the claim, so that any further problems with the Goods are minimised
- 9.23.3. The serial number/s of the Goods has been altered, removed or made illegible without the written authority of the Company
- 9.23.4. The Customer is unable to provide proof of purchase documentation and that proper maintenance has been performed on the Goods, by an appropriately qualified person, in accordance with the instructions of the Company
- 9.24. The Company may, in exercise of its sole discretion, deliver another type of Goods in fulfilling its obligations under this Warranty, in the event that the Goods manufacturer has discontinued the manufacture or supplying the relevant Goods at the time of the Warranty claim, or where such Goods are superior to that originally purchased by the Customer.
- 9.25. The Customer shall only be entitled to the benefit of this Warranty after all amounts owing in respect of the Goods and installation of the Goods and the provision of the Service has been paid for in full.
- 9.26. If the Goods are found to be working satisfactorily on inspection or return to or by the Company, the Customer must pay the Company's reasonable costs in testing and investigating the Goods in addition to shipping and transportation charges. Where the Company is in possession of the Goods, the Goods will be returned to the Customer on receipt of the amount charged.
- 9.27. Any replaced Goods shall become the property of the Company.

10. Termination

- 10.1. Any party may terminate these Terms and Conditions immediately upon written notice if the other party:
- 10.1.1. fails to remedy a material breach of these Terms and Conditions, having received 30 Business Days' written notice to do so; or
- 10.1.2. either party becomes insolvent.
- 10.2. Sustainable Savings may, at Sustainable Savings' sole discretion, terminate these Terms and Conditions if the Customer fails to pay any and all invoices for any outstanding monies more than 60 Business Days after the relevant invoice date.
- 10.3. If the Company terminates the Agreement the Customer will be liable for any costs incurred by the Company including the delivery, installation of the Goods or a Service provided by the Company and any associated costs including but not limited to legal costs and the Company may draw any amount from any fee paid by the Customer to the Company.
- 10.4. The Customer cannot terminate the Agreement after installation of the Goods has commenced or the Service has been provided.
- 10.5. If these Terms and Conditions are terminated, each party must immediately return the Confidential Information that is the property of the other party to that party. If return of Confidential Information is not possible or is commercially impractical, then the party due to return Confidential Information will immediately provide a written statement executed by a director of that party to confirm that all Confidential Information of the other party has been destroyed in all hardcopy and softcopy forms.

11. Miscellaneous

- 11.1. Either party may assign their interest under these Terms and Conditions provided that that prior written notice of such an assignment is provided to and agreed to by the other party.
- 11.2. Sustainable Savings may subcontract the performance of any of its obligations under these Terms and Conditions.
- 11.3. No party is liable for any failure to perform and delay in performing their obligations under these Terms and Conditions as a result of a force majeure

event. Once the delayed party becomes aware of such a force majeure event, that party must take all reasonable steps to promptly notify the other party in detail of the nature of the force majeure event. The delayed party must use all reasonable endeavours to avoid or remove the cause of the force majeure event and mitigate losses caused to all parties as a result. This clause does not apply to any obligation under these Terms and Conditions to pay money.

- 11.4. Any provision of these Terms and Conditions that is found to be unenforceable, void or illegal as a matter of law, shall be severed from these Terms and Conditions without affecting any other clauses.
- 11.5. A waiver by a party of any of its rights under these Terms and Conditions must be in writing and does not operate as a waiver of any other right or as a future waiver of that or any other right.
- 11.6. These Terms and Conditions (including the Order Form) constitutes the entire agreement between the parties and no warranties, representations, terms, obligations or covenants of any nature not contained in these Terms and Conditions shall be of any effect.
- 11.7. This Agreement may only be varied by the parties in writing once mutually agreed.
- 11.8. This Agreement is governed by the laws of South Australia and all parties submit to the non-exclusive jurisdiction of the South Australian courts.

12. Retention of Title

- 12.1. Notwithstanding the Goods are at the Customer risk in whole or in part, Sustainable Savings and any third party supplier retains the property and a legal title to the Goods until the Customer has paid to Sustainable Savings amounts due in respect for Goods supplied by Sustainable Savings and any third party to the Customer.
Until the Customer has fully paid for the Goods:
 - 12.1.1. Sustainable Savings and any third party supplier is and remains the legal and equitable owner of the Goods.
 - 12.1.2. The Customer holds the Goods as a fiduciary agent and bailee for Sustainable Savings and any third party supplier.
 - 12.1.3. If the Customer sells the Goods or incorporate the Goods into other items as components, the Customer must hold so much of the amount or amounts paid to the Customer in respect of the Goods or components as represents the amount which you owe Sustainable Savings and any third party supplier upon trust for Sustainable Savings and any third party supplier and the Customer agrees to account to Sustainable Savings and any third party supplier for receipt and handling of such amounts.
 - 12.1.4. Sustainable Savings and any third party supplier may by its servants and agents enter the Customer premises or elsewhere at any time without notice to inspect the Goods.
 - 12.1.5. The Customer must deliver up the Goods to Sustainable Savings and any third party supplier on demand and when in default Sustainable Savings and any third party supplier may by its servants and agents enter the Customer premises or elsewhere at any time without notice to repossess the Goods and to use reasonable force to take possession of the Goods without liability for trespass, negligence, payment of any compensation to the Customer or other person or otherwise. Any exercise of this right is without prejudice to any other rights Sustainable Savings and any third party supplier has against the Customer including the right at all times to make a claim against the Customer for the invoiced price of the Goods and interest under Clause 4 when due and payable.
 - 12.1.6. The Customer grant full leave and an irrevocable license to Sustainable Savings and any third party supplier and any person authorised by Sustainable Savings and any third party supplier to enter any premises where the Goods may be stored from time to time for the purpose of retaking possession of them. The Customer agrees that the Customer will be liable for all costs, losses and damages incurred or suffered by Sustainable Savings and any third party supplier (including any consequential losses and damages) as a result of Sustainable Savings and any third party supplier retaking possession of the Goods or otherwise exercising its rights under this Clause and the Customer will indemnify Sustainable Savings and any third party supplier and keep it indemnified for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecutions, actions, demands, claims or proceedings brought by or against Sustainable Savings and any third party supplier in connection with retaking possession of the Goods or by the exercise by Sustainable Savings and any third party supplier of its rights under this Clause.
 - 12.1.7. To the extent (if any) that the property and a legal title to the Goods has passed to the Customer by operation of law then Sustainable Savings and any third party supplier has a specific lien over the Goods until paid for in full.

13. Solar

Your order will be processed once the engagement fee has been received by Sustainable Savings.
Outstanding balances must be paid once the goods have been installed. The system may not be commissioned unless all outstanding balances are paid.
All additional costs associated with the installation of the goods are the sole responsibility of the customer and not Sustainable Savings.
System size quoted may vary as per SA Power Networks business rules.
Access to the installation site, including access to internal electrical switchboards/sub boards or meters as well as the roof cavity must be granted for the installation to proceed.
The customer or an authorised representative must be present during installation to authorise Sustainable Savings to apply and to receive payment of the STC's in the customer's name.
If installation of the goods cannot proceed due to any delay by the customer, a cancellation fee of \$300 may apply.
SA Power Networks are required to change standard electricity meters to a solar import/export meter. Additional charges apply and estimated as follows; single phase meters \$197 or, dual or three phase meters \$483. This is a direct charge from SA Power Networks to the customer. Sustainable Savings will coordinate this on the customers behalf.
For organisations registered for GST, the STC's are to be invoiced to Sustainable Savings Pty Ltd from the installation client on day of installation. An invoice for the identical amount will be issued to the installation client from Sustainable Savings. STC discount is indicative only as per Sustainable Savings Terms & Conditions.

14. Application

- 14.1. These Terms and Conditions apply to all agreements for the sale of Goods and Services by the Company.

- 14.2. No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.
- 14.3. The Customer acknowledges that no employee or agent of the Company has any rights to make any representation, warranty or promise in relation to the Goods or that sale of the Goods and Services other than as contained in these Terms.
- 14.4. The Company agrees to insure Goods against any damage while in transit to the Premises. Any further insurance is the responsibility of the Customer.
- 14.5. Any information provided by the Company, its employees, or its contractors or agents regarding the renewable energy feed-in tariff of other government program, either before or after the formation of the Agreement is based on information obtained from government resources and are subject to change. It is the Customers responsibility to make its own inquiries and investigations into the relevant renewable energy feed-in tariffs or other government programs.
- 14.6. In the event of a 'force majeure' event the Company will be entitled to either rescind the Agreement without any liability including but not limited to loss and damages, or extend the time for performance for a reasonable period, and all liability under this Agreement shall be amended accordingly.
- 14.7. Any paragraphs in the Agreement which is not enforceable will be invalid to the extent of such unenforceability without invalidating the remaining paragraphs of the Agreement.
- 14.8. Any unenforceable provision of the Agreement may be removed from this Agreement without affecting the validity and enforceability of the remaining terms and conditions.
- 14.9. This Agreement shall be governed by and construed in accordance with the laws in force in the State of South Australia.
- 14.10. The Customer is responsible for determining whether it requires any approvals from any government authority including but not limited to local government for the installation of the Goods.
- 14.11. Any associated costs incurred by the Company in order to gain approval for the installation of the Goods remain the sole responsibility of the Customer inclusive but not limited to any structural upgrades or modifications.
- 14.12. The Company can terminate this Agreement if relevant approvals have not been obtained prior to the installation of the Goods and the Customer will pay on demand by the Company the amount of any reasonable costs incurred by the Company.
- 14.13. The Customer is prohibited from dealing with any intellectual property rights owned by the Company without its written consent.

15. Personal Property Securities Act 2009 ("PPSA")

- 15.1. In this clause financing statement, finance change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 15.2. Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a Security Agreement for the purpose of the PPSA and creates a Security interest in all Goods that have previously been supplied and that will be supplied in the future by the Company to the Customer.
- 15.3. The Customer undertakes to;
 - 15.3.1. Promptly sign any further documents and or provide any further information (such information to be complete, accurate and up to date in all respects) which the Company may reasonably require to;
 - 15.3.1.1. Register a Financing Statement of Financing Change statement in relation to a Security Interest on the Personal Property Securities Register;
 - 15.3.1.2. Register any other document required to be registered by the PPSA; or
 - 15.3.1.3. Correct a defect in a statement referred to in clause 17.3.1 or 17.3.1
 - 15.3.2. Indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a Financing Statement or Finance Change Statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - 15.3.3. Not register a Financing Change Statement in respect of a Security Interest without prior written consent of the Company;
 - 15.3.4. Not register or permit to be registered, a Financing Statement of a Financing Change Statement in relation to the Goods in favour of a third party without the prior written consent of the Company.
- 15.4. The Company and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the Security Agreement created by these terms and conditions.
- 15.5. The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 15.6. The Customer waives their rights as a grantor and or debtor under sections 143 and 143 of the PPSA.
- 15.7. Unless otherwise agreed to in writing by the Company, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 15.8. The Customer must in conditionally ratify any actions taken by the Company under clauses 17.3 to 17.5.
- 15.9. Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any provisions of the PPSA.

16. Assignment of Small-scale Technology Certificates

- 16.1. The Customer agrees upon signing the quote that valuable consideration in the form of a discount to the Customer from the Company is in exchange for the Customer assigning to the Company the rights to, or the rights to create Small-scale Technology Certificates (STCs) for the Goods purchased.
- 16.2. If the Customer is registered for GST, the Customer may not assign the STCs to the Company. The Customer may elect to provide the Company with a tax invoice for the value of the STCs at the time the Agreement is formed.
- 16.3. If the Customer has elected to assign the STCs to the Company;
 - 16.3.1. The Customer or an authorised representative of the Customer must sign all documentation and provide all information required by the Company to create the STCs for the Goods purchased.
 - 16.3.2. The Customer agrees not to otherwise deal with STCs or a right relating to STCs that may exist or arise in relation to the goods, including but not limited to the supply and installation of the Goods at the Customer's premises.
- 16.4. If the Company for any reasonable reason determines that the STCs are not or will not be available to the Customer of the Goods as anticipated and applied as a discount on the invoice at the time the Customer signed the Service and Supply Agreement the Customer agrees that the amount due to the Company

will be increased and the Customer will pay the additional amount to reflect the value of the STCs applied as a discount on the invoice or Service and Supply Agreement by the Company. If the Customer does not pay the increase prior to the installation then the Agreement will be terminated and the Customer will pay on demand any reasonable costs incurred by the Company.

1. If there is a change to the STC scheme which was in place at the time the Company provided a Quote to the Customer, the Company may elect to adjust the STC discount amount as specified on the Quote or Service and Supply Agreement.

2. Site Inspection

- 2.1. The Company will rely on the Customers representation when responding to the Company's enquiries concerning the nature of the Premises and the Customer's eligibility for discounts, government offers and rebates in calculating the Purchase Price.
- 2.2. In addition to Clause 17.1 the Company may carry out a site inspection of the Premises in order to confirm the Customers representations and in the circumstance:
 - 2.2.1. The customer gives permission to the Company its employees, contractors and or agents to enter the Premises at any reasonable time to undertake the performance of the Agreement, and
 - 2.2.2. The Customer shall be present at the Premises when and as reasonably requested by the Company and its employees, contractors and or agents.
- 2.3. The Company's inspection of the Premises does not in any way relieve the Customer's obligation to provide correct representation referred to in Clause 17.1 above nor derogate the Company's entitlement to rely on the Customer's representation referred to in Clause 17.1 above.
- 2.4. The Company has the right to charge the Customer additional charges for installation if it determines that the nature of the Premises is such that it presents difficulties, or if any changes have occurred at the Premises since the site inspection that were not disclosed in the Customer's representation referred to in Clause 17.1 above, that increases the cost of the installation.
- 2.5. It is the Customer's duty to ensure that the Premises, including specifically the areas required to be accessed to perform this Agreement, is safe and suitable and secure. The Customer represents and warrants that the Customer has advised the Company of all relevant circumstances regarding the Premises and agrees to inform and keep informed the Company of all relevant concerns, hazards, onsite protection, occupational health and safety requirements and other safety matters in relation to the Premises during the performance for this Agreement. The Customer agrees that the Company is not obliged to commence installation or any work until such times as the Company is satisfied that the Premises and the relevant areas to undertake the installation are safe and suitable. The Customer agrees that if and to the extent the Company determines the Customer has failed to advise the Company of all relevant circumstances or has otherwise failed to comply with this clause, the Purchase Price may be revised by the Company to take into account any additional costs as a result of such failure.
- 2.6. If any Goods are delivered to the Premises before the commencement of installation the Customer agrees to store such goods in a secure location pending installation. The Customer acknowledges and agrees that it is liable and responsible to the Company with respect to such Goods and agrees that it will, if required by the Company, obtain sufficient insurance cover with respect to such Goods for the relevant period.

3. Delivery

- 3.1. The Company will deliver the Goods safely and securely packed.
- 3.2. The Customer or the Customer's representative must be present on Delivery to inspect the Goods ordered and sign for acceptance of the Goods on Delivery.
- 3.3. The Company will take all reasonable commercial endeavours to ensure that the Goods ordered are delivered on the agreed date for delivery set out in the Agreement.
- 3.4. The Company shall advise the Customer of any anticipated delay upon such delay becoming apparent to the Company. The Customer acknowledges that it shall not be entitled to any damages (liquidated or otherwise) in respect of any delay in completion. The Customer agrees that if and to the extent the Company determines any delays are caused by the Customer, the Company is entitled to charge and the Customer is liable to pay, the Company for any downtime.

4. Installation

- 4.1. The Customer is responsible to ensure that the Customer has safe and convenient access to the Installation Site.
- 4.2. The Warranty referred to in Clause 9 does not apply between the Company and the Customer where the Company, its employees, contractors and or agents do not perform the installation.
- 4.3. In performing its obligations pursuant to the Agreement, the Company agrees to comply with all applicable provisions of relevant legislation, codes, rules and standards. The Customer agrees that the Company is not liable or responsible for any non-compliance if such non-compliance was a result of a design specification or element of the System having been prepared, provided or implemented as directed by the Customer. The Customer will indemnify the Company with respect to any actions, claim, costs, damages, expenses or losses incurred or suffered by the Customer as a result of such non-compliance.

5. Power Grid Connection, Meter Installation and Feed-in Tariffs

- 5.1. The Customer acknowledges that although the Company may assist in arranging for the required permissions for the Distributor (SA Power Networks) for Goods to be connected to the main electricity grid and for an upgrade of the meter at the Premises, the agreement to undertake that connection and upgrade is an agreement between the Customer and the Distributor and the Customer's electricity retailer.
- 5.2. Any costs and risks associated with that connection and installation do not in any way form part of the Agreement.
- 5.3. The Customer acknowledges that the Company has:
 - 5.3.1. Provided no guarantee that the Customer will be accepted into any South Australian feed-in tariffs, and
 - 5.3.2. Recommended that the Customer make independent enquiries regarding the Customer's eligibility for, and the operation of, any feed-in tariff.

6. Disputes

- 6.1. In the event of any disputes arising between the Company and the Customer to any Party's rights or obligations under the Agreement or as to whether either Party has breached or failed to meet its obligations then both Parties agree to meet together and in good faith seek to resolve the dispute.

7. Performance

- 7.1. The Customer acknowledges and accepts that the performance of the Goods supplied by the Company is dependent upon a clear view of the sun and correct elevation. It is the responsibility of the Customer to ensure that shading over the Goods is, and continues to be, minimised (including, if necessary, the removal or pruning of any shade causing trees). Specifically, the Customer acknowledges and accepts that if the elevation is outside the optimum pitch, there will be reduced energy yield.

Solution Providers - Terms and Conditions (exerts)

1. Clear access to work site is assumed during the project hours
2. Installation is between normal business hours defined as Mon-Fri 8am-5pm. After hours works excluded unless specified.
3. Client requests for additional work or change to specification and/or location of individual items or works can be accommodated via a written Variation order
4. Repair/rectification of existing electrical and/or other faults or non-compliant wiring not specifically covered in the Scope of Works or the quotation
5. Any delays to the Works or access to the work site caused by others will be subject to a variation
6. Removal of asbestos, rectification of asbestos related issues or delays beyond our control caused by asbestos not specifically bought to our attention via an Asbestos Register
7. Any faults found will be reported and a quote provided.
8. If a device is found to be faulty, the installation will be suspended until subsequent rectifications are made by the client.
9. Should rectification/repairs cause delays to the installation and commissioning of then the client will be charged by the service provider to return and complete the installation.
10. A certificate of compliance as proof of remediation works may be requested before commencement. Failure to do so may result in termination of the installation and any reasonable associated costs incurred charged to the client.
11. Scope of works does not included to undertake any builders works.

1. Lighting

QUALIFICATIONS:

1. Although all care will be taken it is expected that some diffusers (plastic covers on fluorescent light fittings) will break during the retrofit process due to the plastic becoming brittle with age. Variation charges will apply to replace these items.
2. A secure and lockable storage space will need to be available from the delivery date of equipment to the work site through to the completion of the Works.
3. No guarantee that workplace light levels meet AS/NSZ Standards either before, or after, the proposed Works. Replacement lighting products are specified based on manufacturer's data and predicted lumen depreciation with the intention of providing a lower energy lighting solution with no drop in light levels however we cannot guarantee that this will be the case in all situations.

EXCLUSIONS:

4. Disposal of PCB (polychlorinated biphenyls) containing equipment i.e. old fluoro capacitors or any delays beyond our control caused by the discovery of such items
5. Making good of surfaces and finishes i.e. paint or plaster unless specified within the original enquiry or quotation
6. Delay and additional cost caused by unforeseeable building issues when working on existing infrastructure that cannot be reasonably foreseen - such costs will be subject to a variation
7. Recycling of old globes and tubes over and above the quantity detailed in this quotation
8. Broken or missing diffusers and broken/faulty tombstones (lamp holders that fluoro tubes insert into) can be replaced as a variation to this quotation

2. Voltage Optimisation (VO) and PFC

1. The VO/PFC unit shall be located in a position that is clear of any equipment that is capable of producing high temperatures, such as electric heating units and furnaces.
2. The unit shall be mounted in a location that promotes good air circulation around the unit.
3. The area immediately surrounding the unit should be clean and free of debris and not be used for storage such that good air circulation is compromised.
4. The VO/PFC unit must not be stored or operated in a damp, excessively humid or polluted environment.
5. The VO/PFC unit must be permanently connected to a power supply that meets the specified rating of the VO unit.
6. The VO/PFC unit must be properly earthed at all times.
7. Cables connected to the VO/PFC unit must be correctly supported and glanded where they enter the VO/PFC unit.
8. Installation and alterations of the VO/PFC unit must be carried out by a licensed electrical contractor.
9. The VO/PFC unit's protection settings have been factory calibrated to ensure discrimination with the existing site infrastructure. If site conditions change please consult with solution provider to provide revised settings.

3. Installation of Motor or HVAC Optimisation

1. The motor/device to be fitted with the optimisation unit is assumed to be in good working order and operating correctly. No provision has been included in the original scope of works to repair or upgrade the existing system.
2. It is assumed that existing duct and grille configuration is suitable and have not included any provision to modify.
3. No provision for ASD / internet connection for increased monitoring option, this is by client if required.
4. Each air conditioning unit having individual controllers, which can operate from full load down to zero load and maintain temperatures under all ambient conditions.
5. This existing HVAC control system will remain and its functionality will remain unchanged. It is assumed that the HVAC control system is fully operational and operates to the manufacturer's specification. Should any part of this system not operate properly, the client will be responsible to have it rectified immediately at their expense.