

**1. SOLAR PV SALE AND INSTALLATION AGREEMENT**

**1.1 This agreement is between:**

- (a) AEES Group Pty Ltd; ABN 32 600 439 576, referred to as “we” or “us”; and
  - (b) the client named in the Quote, referred to as “you”.
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**2. ACKNOWLEDGEMENTS AND CONSENTS:**

**2.1 This agreement is made up of:**

- (a) The Terms and Conditions of our Standard Solar PV Sale and Installation Agreement given below, and
- (b) Your Quotation which accompanies this Pro Forma Tax Invoice, both identified by the same Quotation number;
- (c) (a) and (b) make up the entire Agreement relating to the PV Solar System and supersede all prior agreements, arrangements and understandings between the parties. No addition to or modification of any part of this agreement shall be valid unless mutually agreed in writing and signed by both parties.

**2.2 The agreement covers:**

- (a) Your purchase from us of the solar photovoltaic system and other equipment, referred to as the "System" and described in the Full System Design attached to this agreement; and
- (b) Delivery and installation of the System at your Premises.

**2.3 This agreement starts when you accept our offer set out in the Pro Forma Tax Invoice accompanying this Agreement, which you can do by:**

- (a) emailing or posting a signed copy of this Agreement which accompanies your Quotation to our address as set out above;
- (b) signing, scanning and emailing a signed copy of this Agreement which accompanies your Quotation to our email address as set out above;
- (c) accepting the offer over the telephone, by calling our telephone number as set out above and, in this Pro Forma Tax Invoice, (in which case we will send you a full copy of this agreement, by post or email, within one week after your acceptance).

**2.4 However, your purchase of the System will not become final until all of the following conditions have been satisfied:**

- (a) you have paid us the Deposit; and
- (b) your electricity distributor (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval.

**2.5 This agreement ends when we have finished installing and commissioning the System, unless we or you end it earlier in accordance with its terms.**

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- 2.6** If we have delivered and installed the System, then after the agreement ends the guarantees and related terms in clause 12 will continue for the Guarantee Period.
- 2.7** This Agreement may be terminated by the affected party if a breach or threatened breach of obligation under this Agreement occurs and the breaching party cannot remedy the breach within 14 days after the breach occurs.
- 2.8** This Agreement may be terminated if an insolvency administrator is appointed in respect of the property or affairs of either party.
- 2.9 Other Rules**
- (a) In addition to this agreement, various laws and codes, including the Australian Consumer Law and, if we have volunteered to be bound by it, the CEC Solar Retailer Code of Conduct, also contain rules applicable to the sale and installation of solar photovoltaic systems, and we will comply with these rules in selling you the System and installing it at the Premises.
- 2.10 Capitalised Terms Have Special Definitions**
- (a) Capitalised terms used in the agreement have the meanings given to them in clause 18.
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### **3. *Sale of the System***

- 3.1** Provided the conditions in clause 2.4 have been satisfied, we agree to sell, and you agree to purchase, the System on the terms of this agreement.
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### **4. *Payment***

- 4.1** You must pay us the Deposit of 10% at the same time as you accept our offer set out in the Quote.
- 4.2** You must pay us the Balance at the time of Practical Completion (PC) of the installation of the project.
- 4.3** In some circumstances we may link payment of the Balance to the issuing of an independent accredited electrical inspector and the issuing of the Certificate of Electrical Safety (CES).
- 4.4** Ownership of the System passes to you on payment in full of the Balance outstanding, provided you have already paid the Deposit and all other amounts you owe us.
- 4.5** Payments under this agreement can be made by; Electronic Funds Transfer (EFT), bank cheque, money order, cash or direct deposit.
- 4.6** You will be taken to have made payment on the date on which we receive your payment as cleared funds in our bank account.

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## **5. Refunds**

**5.1 If you have paid us money under this signed agreement, but the agreement ends for any of the following reasons before we install the System at your Premises, then when the agreement ends we will promptly refund all of the money you have paid subject to clause 5.2, if:**

- (a) due to delays within the control of AEES, we have not delivered and installed the System at your Premises within 4 weeks after the original Target Date, and you choose to end the agreement under Clause 8.8;
- (b) we give you notice of a price increase under clause 6, and rather than accept the price increase you choose to end the agreement in accordance with clause 6.3 and you inform us in writing more than 7 days prior to installation and AEES gave you reasonable time to consider the price increase; or
- (c) Grid Connection Approval is refused.
- (d) If any of the equipment quoted is unattainable and you do not agree to equipment of a similar quality to be substituted.

**5.2 Pertaining only to Commercial STC Customers installing systems greater than 30kW, we may reserve the right to retain any direct project costs incurred by us to date, and verifiable by receipt, if an agreement is withdrawn by you after signing of this Solar PV Sale and Installation Agreement.**

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## **6. Price increases**

**6.1 Subject to clause 6.2, we can increase the price of:**

- (a) the System or any part of it;
- (b) the installation of the System; or
- (c) any other item specified in the Quote

to cover any new or increased cost in selling and installing the System under this agreement.

**6.2 We can only increase prices under clause 6.1 if:**

- (a) it is reasonable to do so;
- (b) we are not prohibited by law from doing so; and
- (c) we give you written notice of any such increase at least 7 Days prior to the Target Date set out in the Quote or Pro Forma Tax Invoice, or, if we have notified you of a new Target Date under clause 8.7, then prior to that new Target Date.

**6.3 If we give you notice of a price increase and you prefer to end this agreement rather than accept the price increase, in accordance with clause 6.4 and, if you do, we will give you any refund required under clauses 5.1 and 5.2.**

**6.4 You can end this agreement under clause 6.3 by giving us written notice by post or email providing this occurs 7 days or more before the installation date set out under clause 8.7, and we have also given you reasonable time prior to consider the price increase.**

**6.5 If we send you notice of a price increase and you do not end this agreement under clauses 6.3 and 6.4 by the relevant date, you will be taken to have agreed to the price increase.**

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## **7. Approvals**

### **Grid Connection Approval**

- 7.1 We will apply for Grid Connection Approval on your behalf. In doing this, we will:**
- (a) make the application as soon as possible;
  - (b) keep you updated on the progress of the application;
  - (c) respond, within a reasonable timeframe, to any information or other requests from the distributor; and
  - (d) promptly give you notice of the outcome of the application.
- 7.2 Your purchase of the System is subject to Grid Connection Approval being granted.**
- 7.3 If Grid Connection Approval is refused, then this agreement will end and we will give you any refund required under clause 5.1 (c).**
- 7.4 You are responsible for applying for and obtaining any other approvals, permits or consents required in respect of the installation of the System at the Premises.**
- 7.5 You must apply for these approvals, permits and consents as soon as possible.**
- 7.6 The sale and installation of the System, and your and our other obligations under this agreement, are not dependent on and will not be affected by whether and when you obtain these approvals, permits and consents.**

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## **8. Delivery and installation**

- 8.1 Provided the conditions in clause 2.4 have been satisfied, we must, or must procure, the delivery of the System to the Premises.**
- 8.2 The insurance risk including loss, theft or damage of the PV Solar System passes to you upon delivery of the System components to the installation address.**
- 8.3 All materials and goods supplied on this project shall remain the property of ours until payment is received in full.**
- 8.4 Upon receipt of your deposit we must supply and install the System at the Premises, in accordance with the Full System Design.**
- 8.5 We will use reasonable endeavors to deliver and install the System at the Premises on the Target Date and keep you informed of the progress.**
- 8.6 You agree, however, that:**
- (a) the Target Date is only a target and not a strict deadline; and
  - (b) we will not be liable to you if we fail to deliver and install the System at the Premises by the Target Date.
- 8.7 We will notify you if we do not think we can deliver and install the System at the Premises by the Target Date, and give you a new Target Date.**

- 8.8** If we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date, and delays were reasonably within our control, you can end this agreement and, if you do, we will give you any refund required under clause 5.1 (a).
- 8.9** We (if we install the System) or our contractor (if we procure a contractor to install the System) must:
- (a) be a CEC-Accredited Installer; and
  - (b) install the System in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to CEC-Accredited Installers.
- 8.10** After installation of the System, we will give you any certificate or similar document regarding the electrical safety of the System which is required by law.
- 8.11** We will take every reasonable precaution in installing the System at the Premises. However, we will not be liable in respect of:
- (a) the structural integrity of the roof;
  - (b) the roof's ability to carry the weight of the System;
  - (c) any effect installation of the System has on any roof manufacturer's warranty; or
  - (d) any damage to the roof or Premises which is not due to our negligence or breach of this agreement.

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**9. Accessing the Premises**

- 9.1** Unless otherwise agreed in writing with you, all installation works will be carried out during normal business hours.
- 9.2** You confirm that you are the property owner, or are authorised to act on behalf of the property owner of the installation address.
- 9.3** You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System.
- 9.4** You grant our employees, contractors, agents and/or installers permission to access the property to be installed, and to have our contractors enter and remain at the Premises, to:
- (a) conduct site inspections;
  - (b) deliver and install the System;
  - (c) undertake training with you for commissioning of the system;
  - (d) allow an independent accredited electrical inspector on site to inspect the system installed by us; and
  - (e) undertake connection of the system to the electricity grid, where required.

**9.5 You must:**

- (a) ensure we and our contractors have convenient and safe access to all parts of the Premises necessary to conduct any required site inspections or to deliver and install the System;
- (b) not hinder or obstruct this access;
- (c) ensure the Premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System.
- (d) agree that the quotation/or Pro Forma Tax Invoice is based on the work being carried out in an asbestos free environment. We will not accept any responsibility for the resolution of any problem, delays and additional cost which may result from the presence of asbestos or asbestos contaminated materials in or about the site.

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**10. System maintenance**

**10.1 We must provide you with the all documents associated with the operation and maintenance of the system as listed in clause 19 of this Agreement.**

**10.2 It is your responsibility to maintain the System in accordance with these documents unless you request us to monitor and maintain the system on your behalf.**

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**11. System performance and Small Technology Certificates (STCs)**

**11.1 We have calculated the Site-Specific Performance Estimate for the System and your Premises in accordance with the CEC System Design Guidelines.**

**11.2 We have calculated the STC Incentive based on:**

- (a) the maximum quantity of STCs that can be created in respect of the System under law, taking into account the Site-Specific Performance Estimate;
- (b) the monetary value of that quantity of STCs; and
- (c) we have deducted the STC Incentive from the System Price (that means we provide you with a Point of Sale Discount in exchange for AEES Group receiving the STCs from you)

**11.3 It is understood that you have an alternative option to retain the STCs for your own benefit in which you would transact directly with a relevant intermediary or liable entity. It is agreed that in this instance, you would allow us to invoice the total value of the CEC substantiated STCs in which you would pay us in accordance with this agreement.**

**11.4 If you agree to assign the STCs to us, you do so on the basis of assigning us all of your existing and future rights, title and interest in and to all STCs created or able to be created in respect of the System.**

**11.5 You must do anything we reasonably request of you for the purpose of perfecting, confirming or evidencing this assignment, including providing information and executing documents.**

**11.6 You warrant to us, when you accept the offer set out in the Quote or Pro Forma Tax Invoice and again on installation of the System, that you have not previously created, or assigned the right to create, any STCs in respect of the System or any other solar photovoltaic generating unit at the Premises.**

**11.7 It is agreed that you will not do anything that:**

- (a) obstructs or avoids the assignment of the STC assignment to us;
- (b) reduces the maximum quantity of STCs that can be created in respect of the System; or
- (c) renders the System ineligible for the creation of STCs,

**11.8 It is agreed that in the event clause 11.7 is not adhered to, we can increase the Total Price by the amount of the STC Incentive, and you must pay us the STC Incentive within 10 Business Days of us invoicing you for it.**

**11.9 Independent of Clause 6, this does not constitute an increase of the Total Price and you cannot end the agreement as a result of a price increase, or refuse to accept it.**

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**12. *System Guarantees [also known as your whole-of-system Installation Warranty]***

**12.1 Subject to clause 12.2, we guarantee:**

- (a) our workmanship, and the workmanship of our contractors, in installing the System;
- (b) the operation and performance of the System,

will be free from fault or defect for a period of 5 years commencing on the date the System is installed (Guarantee Period); and we will repair any such default or defect notified to us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to you subject to the limitations in clauses 12.1(c) and 12.3;

- (c) Pertaining to Commercial STC Customers installing systems greater than 30kW, we may reserve the right to ask for access costs, and associated reasonable costs of freight and travel to non-metro locations according to Clause 12.3.

**12.2 The guarantee in clause 12.1 will not apply where:**

- (a) the fault or defect is not notified to us within the Guarantee Period; or
- (b) the fault or defect is a result of:
  - (i) modifications, repairs or additional work made by or performed by personnel other than AEES Group Pty Ltd or our contractors during the Guarantee period in which case this Guarantee will become void and nullified;
  - (ii) something beyond human control that occurred after installation, e.g., an extreme weather event;
  - (iii) the System being misused, abused, neglected or damaged after installation;

- (iv) the System being maintained other than in accordance with the Maintenance Documents; or
- (v) the System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by us in writing; or
- (vi) the use of accessories to the system of any kind which were not either supplied by us at the time of Practical Commissioning; or
- (vii) the equipment has been tampered with by a non-accredited electrical technician.

**12.3 The guarantee in clause 12.1 is additional to any other guarantee or warranty you may have:**

- (a) from the manufacturer of the System; or
- (b) under any applicable law, including the Australian Consumer Law,

although these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case, and tell you the costs payable which, may be requested to be paid in advance.

**12.4 During the Guarantee Period, we will provide reasonable assistance to you in making any guarantee or warranty claim against the manufacturer of the System, including by acting as your liaison with the manufacturer.**

**12.5 We shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply layout, assembly, installation or operation of the goods and services or arising out of AEES Group negligence in any way whatsoever.**

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**13. Complaints**

**13.1 If you have a complaint relating to the System, its installation or this agreement generally, you can make a complaint to us by:**

- (a) calling us on our telephone number as set out in the Quote or Pro Forma Tax Invoice; or
- (b) giving us written notice of this, by post or email.

**13.2 We will handle your complaint in accordance with our standard complaints procedures. We have volunteered to be bound by the CEC Solar Retailer Code of Conduct, and therefore these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006.**

**13.3 Furthermore, AEES advises that feedback on the outcome of a complaint will be provided within 21 days of receipt of the complaint. Where additional time is required, AEES Group will keep consumers informed of the need for more time and complete the investigation within 45 days of receipt of the complaint.**

**13.4 If you are not satisfied with the outcome of your complaint, you can refer the complaint to with the relevant Fair Trading or Consumer Affairs office in your state**



**or territory, as follows:**

ACT:	Office of Regulatory Services Phone: (02) 6207 3000
NSW:	Fair Trading Phone: 13 32 20
NT:	Consumer Affairs Phone: 1800 019 319
Qld:	Office of Fair Trading Phone: 13 74 68
SA:	Consumer and Business Services Phone: 13 18 82
Tas:	Consumer Affairs and Fair Trading Phone: 1300 654 499
Vic:	Consumer Affairs Phone: 1300 558 181
WA:	Consumer Protection Phone: 1300 304 054

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**14. Privacy**

**14.1 We will comply with all relevant privacy legislation in relation to your personal information.**

**14.2 Personal data and information that you provide may be used to:**

- (a) Process your request for information
- (b) Contact you about our services and products
- (c) Register you to receive future marketing or promotional material, company information and new services

**14.3 All personal data and information will be stored and used securely with best practice methods and systems, however we cannot guarantee absolute security.**

**14.4 All personal data and information will not be shared without your consent.**

**14.5 If you have any questions in relation to privacy, you can contact us by:**

- (a) calling us on our telephone number as set out in the Quote; or
- (b) giving us written notice of this, by post or email.

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**15. What happens if you fail to perform this agreement**

**15.1 If you:**

- (a) fail to pay any amount when due; or
- (b) fail to perform your obligations in clause 9,

then we may suspend our performance of this agreement with immediate effect, and

will give you a notice asking you to make the required payment or perform the required obligation.

- 15.2 If you fail to make the required payment or perform the required obligation within one week after the date of our notice, then we may end this agreement immediately by notice to you.**
- 15.3 If we end this agreement under clause 15.2, you must pay us any costs we incur as a result of ending the agreement, and any costs we have already incurred in respect of the delivery or installation of the System.**
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**16. GST**

- 16.1 All amounts specified in the Quote and the Pro Forma Tax Invoice are exclusive of GST unless otherwise specified.**
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**17. General**

- 17.1 Any notice under this agreement must be in writing and signed by the sender or by an authorised representative of the sender and sent to or left at the address of the addressee in the Schedule or, if the addressee has previously notified the sender in writing of an alternative address for notices, that alternative address.**
- 17.2 If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00pm in the place of receipt, it is regarded as having been received at 9.00am on the following Business Day.**
- 17.3 Neither party can assign its rights or novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.**
- 17.4 We may sub-contract any of our obligations under this agreement to a third party, provided that:**
- (a) if we sub-contract any obligations:
    - (i) we will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement;
    - (ii) we will continue to be liable to you for the performance of our obligations under this agreement, even though we have sub-contracted one or more of those obligations; and
    - (iii) we will be liable to you for the acts and omissions of our sub-contractors, as if these acts and omissions were our own; and
  - (b) our obligations in relation to the design or installation of the System can only be sub-contracted to a CEC-Accredited Installer.
- 17.5 This Agreement can only be amended in writing signed by both parties.**
- 17.6 A waiver in connection with this agreement is not valid or binding on the party granting that waiver unless made in writing by that party.**

**17.7 Any term of this agreement which is or becomes invalid or unenforceable does not render the other terms of the agreement invalid or unenforceable.**

**17.8 The laws of the State or Territory in which the Premises are located govern this agreement, and each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.**

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**18. Meaning of Capitalised terms in this agreement**

**Australian Consumer Law** means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

**Balance** means the amount specified as such in the Quote or Pro Forma Tax Invoice, subject to any adjustment of this amount in accordance with clause 6 or 11.7.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in the State or Territory in which the Premises are located.

**CEC-Accredited Installer** means an installer of solar photovoltaic systems accredited in this capacity by the Clean Energy Council under the Clean Energy Council Code of Conduct and Accreditation Terms and Conditions.

**CEC System Design Guidelines** means the Clean Energy Council System Design Guidelines for Accredited Designers.

**Commercial STC Customer** is a purchaser who installs a solar PV system sized between 30 and 100 kW in a commercial building.

**Deposit** means the amount specified as such in the Quote or Pro Forma Tax Invoice, subject to any adjustment of this amount in accordance with clause 6 or 11.7.

**Full System Design** includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations, as set out in an Attachment to your Quotation or Agreement.

**Grid Connection Approval** means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises.

**GST** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Guarantee Period** has the meaning given to it in clause 12.12.1 and is also known as your whole-of-system Installation Warranty.

**Maintenance Documents** means the System maintenance documents listed in clause 19 of this agreement.

**Premises** mean the premises at the address specified in the Quote or the Pro Forma Tax Invoice.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Quote** means the document titled as such which forms part of this agreement.

**Pro Forma Tax Invoice** means the document titled as such which forms part of

this agreement and is attached to the Terms and Conditions.

**Site-Specific Performance Estimate** means our site-specific estimate of the average daily energy yield of the System for each month, in kWh, as set out in the Full System Design.

**STC** means a small-scale technology certificate created under the *Renewable Energy (Electricity) Act 2000* (Cth).

**STC Incentive** means the amount specified as such in the Quote or Pro Forma Tax Invoice.

**System** means the solar photovoltaic system and other equipment we are to deliver and install at the Premises under this agreement, as described in the Full System Design.

**System Price** means the amount specified as such in the Quote or Pro Forma Tax Invoice.

**Target Date** means the date specified as such in your Quotation, subject to any variation of that date in accordance with clause 8.7.

**Total Price** means the amount specified as such in your Quotation Pro Forma Tax Invoice.

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**19. Maintenance documents list**

Document	Provided
List of equipment making up the System	<input type="checkbox"/>
Warranty Information	<input type="checkbox"/>
Equipment Manual	<input type="checkbox"/>
Equipment Handbook	<input type="checkbox"/>
Array Frame engineering certificate	<input type="checkbox"/>

**Solar PV Sales and Installation Agreement - Terms of Use (CEC)**

1. The Clean Energy Council Limited (CEC) owns all intellectual property rights in the Solar PV Sale and Installation Agreement (Agreement).
2. The Licensee must not remove these terms of use or any copyright statement from the Agreement.
3. The Agreement must only be used by a party designated by the CEC as a "Licensee" for the Agreement.
4. The Licensee is only permitted to use the Agreement as the basis for creating an agreement between the Licensee and its end customers for the sale and installation of solar PV equipment (Permitted Purpose).
5. The Licensee may tailor the Agreement for the Permitted Purpose. Use of the Agreement for any other purpose is prohibited.
6. The Licensee must not make claims of any nature in relation to its association with the

CEC, including that it is accredited, approved or endorsed by the CEC, or that it is compliant with the Solar Retailer Code of Conduct, as a result of being granted a license to use this Agreement.

7. If the Licensee does not accept the following, then the Licensee must not use the Agreement. The CEC has prepared the Agreement as "model" terms without the requirements of any particular supplier or supply arrangement in mind. In using the Agreement, the Licensee accepts full responsibility for:
  - a) obtaining expert advice for the Licensee's use of the Agreement;
  - b) compliance with all applicable laws relating to use of the Agreement and its subject-matter; and
  - c) reflecting the Licensee's requirements in the Agreement.