

# Solar PV Quote and Installation Agreement

## Terms and Conditions



### 1. Introduction

#### Who does this agreement apply to?

- 1.1 This agreement is between:
- Solarpro Pty Ltd, ABN 29102768267, referred to as “we” or “us”; and
  - the customer named in the Quote, referred to as “you”.

#### What is this agreement made up of?

- 1.2 This agreement is made up of:
- these Terms and Conditions; and
  - the Quote attached to the email with these Terms and Conditions, or provided through the Proposal Platform.

#### What does this agreement cover?

- 1.3 This agreement covers:
- your purchase from us of the solar photovoltaic system (PV system) and other equipment required to install the PV system, referred to as the “System” and described in the Full System Design included in the Quote; and
  - delivery and installation of the system at your premises.

**Note:** The agreement does not cover any other non-PV systems that we install as part of the same overall job, such as pool and hot water systems.

#### When does this agreement start and end?

- 1.4 This agreement starts when you accept our offer set out in the Quote, which you can do by:
- selecting the required system option (if applicable) and using the Accept Proposal button on the Proposal Platform; or
  - emailing acceptance stating the option you are accepting to your sales consultant’s email address as set out in the Quote; or
  - posting or delivering the Quote, with a signed letter stating the option you are accepting, to our address as set out in the Quote.
- 1.5 However, your purchase of the System will not become final until the following conditions have been satisfied:
- you have paid us the deposit;
  - your electricity distributor (the company that delivers electricity to the Premises) has granted Grid Connection Approval; and
  - you have paid the final invoice.
- 1.6 This agreement ends when we have finished installing and commissioning the System and you have completed payment, unless we or you end it earlier in accordance with its terms.
- 1.7 If we have delivered and installed the System, then after the agreement ends the guarantees and related terms in clause 10 will continue for the Guarantee Period.

#### Other rules

- 1.8 In addition to this agreement, various laws and codes, including the Australian Consumer Law and 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.

#### Capitalised terms have special definitions

- 1.9 Capitalised terms used in the agreement have the meanings given to them in clause 17.

### 2. Sale of the System

- 2.1 Provided the conditions in clause 1.5 have been satisfied, we agree to sell, and you agree to purchase, the System on the terms of this agreement.

### 3. Payment

#### Payment of the Deposit

- 3.1 You must pay us the Deposit as laid out in the deposit invoice, which is sent to you following your acceptance of our quote. If you believe that any element of the deposit invoice is incorrect please advise us immediately
- 3.2 Cancellations after the five business days cooling off period will incur a cancellation fee of \$300.
- 3.3 Until the deposit is paid, no pre-installation work will commence on your job. This means that applications, e.g. for Grid Connection Approval, will not be processed.

#### Payment of the Balance

- 3.4 You must pay us the Balance when the solar system is commissioned, and you receive your final invoice.
- regulations require new solar installations to be switched off until the energy retailer can arrange for the property’s electricity meter to be replaced or configured for solar net metering. The solar system will be commissioned and proven to be working, and then switched off. You will be informed at the time of how to turn it on yourself once the meter work is done. The system being off at this point does not affect your liability to pay the invoice by the due date.
- 3.5 If internet connectivity is not available at the time of commissioning through no fault of Solarpro’s and a return visit is required, an extra service call will be charged at \$220.00
- 3.6 Title of the System passes to you on payment of the Balance, provided you have already paid the Deposit and all other amounts you owe us.

**Note: Pre-Commissioning installation** - Occasionally the solar panels may need to be installed before the system can be connected to the power grid. This may be a new house build for example. If this situation arises 80% of the pre-STC price will need to be paid once the panels are installed on the roof. The balance of 20% will be paid to Solarpro once the system is commissioned. The home owner will be responsible for the redemption of the STCs. Solarpro will assist in this claim, if desired, once the system is commissioned.

#### Payment methods

- 3.7 Payments under this agreement can be made by bank cheque, money order, cash, debit card, credit card or direct deposit (including payID/Osko payments).

#### When payment is taken to be made

- 3.8 You will be taken to have made payment on the date on which we receive your payment as cleared funds in our bank account.

### 4. Refunds

- 4.1 If you have paid us money under this agreement, but the agreement ends for any of the following reasons before we install the whole PV System at your Premises, then when the agreement ends, we will promptly refund money you have paid for uninstalled items or all your money, less applicable cancellation fees and labour rates for site work already completed, and reclaim the items already installed:
- if we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date, and you choose to end the agreement under clause 6.7;
  - if we give you notice of a price increase under clause 11, and you choose to end the agreement in accordance with clause 11.3 rather than accept the price increase;
  - Grid Connection Approval is refused (clause 5.3); or
  - if any of the equipment quoted is

- unattainable and you do not agree to equipment of a similar quality to be substituted. Cancellation fees apply ; or
- If extra works are required by third parties (e.g. electrical or roof works) before work can commence, that make the project unfeasible. Cancellation fees apply.

### 5. Approvals

#### Grid Connection Approval

- 5.1 We will apply for Grid Connection Approval on your behalf. In doing this, we will:
- make the application as soon as possible;
  - keep you updated on the progress of the application;
  - respond, within a reasonable timeframe, to any information or other requests from the distributor; and
  - promptly give you notice of the outcome of the application.
- 5.2 Your purchase of the System is subject to Grid Connection Approval being granted.
- 5.3 If Grid Connection Approval is refused, then this agreement will end and we will give you any refund required under clause 4.1(c).

#### Other approvals

- 5.4 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.
- 5.5 You must apply for these approvals, permits and consents as soon as possible.
- 5.6 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.
- 5.7 If your home is in a Heritage listed area it is the homeowners responsibility to inform Solarpro. It may not be possible to install solar panels if they are in view from the street and the homeowner should seek advice from their local council.

### 6. Delivery and installation

#### Delivery

- 6.1 Provided the conditions in clause 1.5 have been satisfied, we must, or must procure, the delivery of the System to the Premises.
- 6.2 The risk of loss or theft of, or damage to, the System passes to you on delivery of the System to the Premises.

#### Installation

- 6.3 We must install, or must procure the installation of, the System at the Premises, in accordance with the Full System Design.

#### Target Date

- 6.4 We will use reasonable endeavours to deliver and install the System at the Premises on the intended installation date (Target Date).
- 6.5 You agree, however, that:
- the Target Date is only a target and not a strict deadline; and
  - we will not be liable to you if we fail to deliver and install the System at the Premises by the Target Date.
- 6.6 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.
- 6.7 In the very unlikely event we have not delivered and installed the System at the Premises by the Target Date, you can end this agreement and, if you do, we will give you any refund required under clause 4.1(a).
- Delays caused by your site not being ready for installation, or by you or your representative being unable to be present to allow for installation do not constitute a failure on our part to deliver and install the system.

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- (b) Installations completed in multiple parts due to building sites or new products not yet available do not constitute a failure to deliver, where these delays are indicated in writing to you.

### Installation requirements

6.8 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.
- (c) mount panels on a fixed frame at the roof angle unless otherwise specified.

6.9 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.

6.10 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.
- (e) Note: Solarpro installers take great care but occasionally tiles may be broken e.g., if they are already cracked or particularly brittle. We request the homeowner to have 20 roof tiles available in case of breakage. In some cases, the possible need for more tiles may be communicated prior to installation. Solarpro will use the tiles supplied by the owner on the roof but we cannot guarantee an exact colour match. If no tiles, or not enough tiles, are available on site and Solarpro is required to source tiles these extra costs will be borne by the homeowner.
- (i) If the appearance or age of the roof or tiles warrants it, Solarpro may require the owner to obtain a roof or tile integrity report, at the owner's expense, prior to commencement of any relevant installation work. If roof structure or tiling replacement work is required, this will need to be completed by an external party contracted by the owner, before any rooftop installation is commenced by Solarpro. If roof works are required, you may instead choose to end this agreement, and, if you do, we will give you any refund required under clause 4.1(e).
- (f) any damage to or theft of any equipment partly or completely installed on the property.
- (g) any loss or damage of any property in or about the Premises as a result of roof access being through the house for panels and associated equipment. Solarpro acknowledges that it is the client's responsibility to claim on their own insurance any damage that may occur. All care will be taken but no responsibility accepted as a result of access being through the house. Extra charges for access being through the house do not constitute an acceptance of liability by Solarpro.

### Possible Additional Costs and Variations

6.11 Additional costs may be charged by us or external companies if additional work is necessary. Examples of situations where this may occur can include, but are not limited to:

- (a) Any covering or painting cost is to be borne by the homeowner unless specifically itemised in this Agreement.

(b) Moving your inverter or battery from the agreed position.

(c) Earthing of light fittings, or any extra work ordered by electrical authorities not relating to solar will be costs incurred by the homeowner. Solarpro is not responsible for the correction, modification or repair of any pre-existing non-compliant electrical works including service fuses in the main switch board.

(d) If it is found necessary to dig up the ground or driveway during the installation of underground electrical mains costs incurred will be the homeowner's responsibility.

(e) Links or other electrical equipment in the meter box may need replacing. This will only be determined on the day of installation by the licenced electrician.

(f) If your electricity meter is over 2 meters high your electrical retailer may require it to be lowered. This can only be determined by your retailer at the time the meter is installed.

(g) Additional electrical work might be required to bring your meter box or wiring up to current code before we can commence our work. If identified by us, we will inform you as it is your responsibility to arrange your own electrician to perform these works before we can commence.

(h) If aspects of your roof or site require extra work which was not evident and covered at the time of the quote – eg, tile grinding, removal of debris or obstacles.

(i) If the structural integrity of your roof or roofing surface requires work to ensure that it is safe to work on and will support the system for its foreseeable lifespan.

(j) Supply of additional parts or equipment required to improve or allow access to your internet by the solar system equipment, eg, wifi range extenders, ethernet switches, powerline adaptors, etc

(k) Changing of the position of installed equipment, solar inverters, cables or solar panels.

(l) Hard wired LAN internet connections if required.

(m) Home warranty insurance is only included if it is itemised on the quote. If home warranty insurance is requested after the quote has been issued the cost of the insurance will be added to the price and paid by the homeowner.

(n) If a hole in a wall is required to be made to hide or install a cable, unless stated, the repair of that hole is to be paid by the homeowner.

(o) An extended warranty may be available through some of our suppliers, if this is required the homeowner will need to purchase the warranty extension directly through the supplier/manufacturer.

6.12 We will advise you as soon as we become aware that additional work will be required, and provide an estimate of the cost if the work is to be completed by us.

### 7. Accessing the Premises & Briefing you on the System

7.1 You grant us permission to enter and remain at the Premises, and to have our contractors enter and remain at the Premises at any reasonable time, provided we give you at least 3 Business Days' notice of the proposed access time to:

- (a) conduct one or more site inspections, if we think this is necessary; and
- (b) deliver and install the System,

7.2 You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System.

7.3 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; and

(c) ensure the Premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System.

(d) access to a toilet or advise in advance that there isn't one.

7.4 If you request changes to the agreed system design or the removal of equipment already installed as per the agreed system design you may incur additional costs.

7.5 We recommend you, rather than a representative, are present for the system briefing after installation. If we need to return to site to conduct the handover with you due to you being absent at the time of completion, extra costs will be charged.

### 8. System maintenance

8.1 We must provide you with any appropriate Maintenance Documents or sections in manufacturers brochures.

8.2 It is your responsibility to maintain the System in accordance with these documents. The System and its components should be cleaned and kept in a good state of repair.

8.3 It is the solar system owner's responsibility to keep the SolarEdge inverter connected to the internet. Solarpro actively monitors the SolarEdge monitoring portal where a range of alerts are sent from SolarEdge for a range of issues that may arise within the SolarEdge system. If the Solarpro portal receives an alert from SolarEdge within severity category 3-10 we will respond to rectify the issue.

The SolarEdge inverter must be connected to the SolarEdge portal via the internet for these alerts to be registered and sent.

An active alert that we can respond to will not be sent from the solar inverter to SolarEdge if the circuit breaker in the meter board has been tripped or switched off. For this reason a regular inspection of the solar main supply switch in the electrical board is recommended.

If an alert is not sent by SolarEdge to Solarpro we have no other way of knowing there is a fault and will not respond to a fault. Solarpro is in no way liable for compensation of lost energy for any failing of the system as this monitoring service is offered as a free service to our customers.

8.4 In the event that you contact us for technical support/assistance with your system, you may be required to perform some troubleshooting steps to assist with problem diagnosis. Inability to assist may mean site visit(s) are required, for which service charges may apply.

### 9. System performance and STCs

#### Site-Specific Performance Estimate

9.1 We have calculated the Site-Specific Performance Estimate for the System and your Premises in accordance with the CEC System Design Guidelines. This is an estimate only. Small things like low standard wiring in a meter box can affect performance. The performance estimate is only for the system specified (which may be one of many in your quote) and any deviations from that system or layout may affect the performance estimate.

#### STC Incentive

9.2 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,

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- (b) the expected monetary value of that quantity of STCs,
- (c) the year of your quote – if installation is completed in a later year, the STC quantity will decrease and the net cost of the system to you will increase. and indicated the estimated STC incentive as a deduction line on your quote before the final price. Clause 11 does not apply to net price increases based on STC quantity or value.

### Assignment of STCs to us

- 9.3 You hereby assign to 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.
- 9.4 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.
- 9.5 You warrant to us, when you accept the offer set out in the Quote 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.

### Charging you the STC Incentive

- 9.6 If you do anything that:
  - (a) obstructs or avoids the assignment under clause 9.3;
  - (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,then we can charge you for the full cost of the System without any STC Incentive, and you must pay us within 10 Business Days of us invoicing you for it.
- 9.7 Clause 11 does not apply to any increase of the Purchase Price under clause 9.6, and you cannot end the agreement as a result of a price increase, or refuse to accept it.

### 10. System guarantees

- 10.1 Subject to clause 10.2, we guarantee:
  - (a) our workmanship, and the workmanship of our contractors, in installing the System; and
  - (b) the operation and performance of the System,
  - (c) the System be free from fault or defect for a period of 10 years commencing on the date the PV 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.
- 10.2 The guarantee in clause 10.1 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) something done by you or someone else, and not us or our contractors; or
    - (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.

- (vi) Your roof structure or surface not being suitable or sound enough to support the system for the lifespan of the system

- 10.3 The guarantee in clause 10.1 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,
  - (c) 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. The costs will be payable in advance.
- 10.4 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.
- 10.5 The Solarpro warranty does not cover service and maintenance e.g., washing panels, checking operation etc. Services such as these will incur costs.
- 10.6 Solarpro is not liable for any financial losses that result from lack of solar generation while a system is not operational while awaiting repair or replacement.
- 10.7 Warranty calls will only be carried out during normal working hours by Solarpro representatives.
- 10.8 We will not accept back charges for repairs already carried out.
- 10.9 All warranty claims should be made by contacting Solarpro on 02 9453 1485 or by email to info@solarpro.com.au or by mail to Unit 9, 252 Allambie Road, Allambie Heights, 2100. Any ancillary expenses associated with claiming the warranty will be borne by the customer.

### 11. Price Increases

- 11.1 Total System Price increases are rare and do not occur without prior discussion with the customer. However, subject to clause 11.2 we can increase the price of any part of the solar system, its installation cost and any other items specified in the Quote to cover any new or increased costs that will be incurred by Solarpro to carry out the solar PV installation.
- 11.2 We can only increase prices under clause 11.1 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 the increase at least one week before the target date set out in the Quote, or if we have notified you of a new target date.
  - (d) Clause 11.2(c) does not apply to Variations on the job
- 11.3 If after notice of the price increase you prefer to end this agreement rather than accept it you can do this in writing, by email to info@solarpro.com.au or post prior to the new target date and you will receive a refund under clause 4.1(b).
- 11.4 If you do not end this agreement prior to the target date, you will be taken to have agreed to the price increase.

### 12. Complaints

#### Making a complaint

- 12.1 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
  - (b) giving us written notice of this, by post or email.
- 12.2 We will handle your complaint in accordance

with our standard complaints procedures which complies with the CEC Solar Retailer Code of Conduct, then these procedures will comply with the Australian Standard on Complaints Handling AS ISO 10002-2006.

#### If you are still not satisfied

- 12.3 If you are not satisfied with the outcome of your complaint, you can refer the complaint to:  
NSW: Fair Trading  
Phone: 13 32 20

### 13. Privacy

- 13.1 We will comply with all relevant privacy legislation in relation to your personal information.
  - 13.2 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.Note: When we use real systems online or on a smartphone app, to demonstrate solar system monitoring for example, these are usually systems belonging to Solarpro employees who have given permission. If customer sites are used, all personal information is removed.
- When we send out newsletters to our customers there is always an 'opt out' facility to stop receiving information. Generally, when we contact customers it is an alert to something significant happening in the industry or with government legislation that might be of interest to you or have an impact on you.

We sometimes use photographs of solar arrays on customers' roofs on our website or in other educational and promotional material. If you do not wish us to use photographs of your installation publicly, please inform us.

### 14. What happens if you fail to perform this agreement

- 14.1 If you:
  - (a) fail to pay any amount when due; or
  - (b) fail to perform your obligations in clause 7,
  - (c) 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.
- 14.2 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.
- 14.3 If we end this agreement under clause 14.2, 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.
- 14.4 If a debt collection service has to be employed, you agree to pay the costs incurred.

### 15. GST

- 15.1 All amounts specified in the Quote are inclusive of GST unless specified otherwise.

### 16. General

#### Notices

- 16.1 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.
- 16.2 If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00 pm in the place of receipt, it is



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regarded as having been received at 9.00am on the following Business Day.

### Assignment and novation of the agreement

16.3 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.

### Sub-contracting

16.4 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.

### Amendment of the agreement

16.5 This Agreement can only be amended in writing signed by both parties.

### Waivers

16.6 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.

### Severance

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

### Governing law of the agreement and submission to jurisdiction

16.8 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.

17. Meaning of capitalised terms in this agreement

- (a) Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).
- (b) Balance means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 11.1 or 9.6.
- (c) Business Day means a day which is not: a Saturday; a Sunday; a public holiday in the State or Territory in which the Premises are located; or a day reasonably expected to be a non business day, such as a day between a public holiday and a weekend; or a day communicated by Solarpro as a day of closure
- (d) 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.
- (e) CEC System Design Guidelines means the Clean Energy Council System Design Guidelines for Accredited Designers.
- (f) Deposit means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 11.1 or 9.6.

- (g) 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 the Quote.
- (h) Grid Connection Approval means approval from your electricity distributor (DNSP) for the connection of the System to the electricity grid at the Premises.
- (i) GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (j) Guarantee Period has the meaning given to it in clause 10.1
- (k) Maintenance Documents means any system maintenance documents supplied by Solarpro.
- (l) Premises mean the premises at the address specified in the Quote.
- (m) Privacy Act means the Privacy Act 1988 (Cth).
- (n) Proposal means the document titled as such which forms part of this agreement and is attached to the email with these Terms and Conditions or provided through the Proposal Platform. The term Proposal and the term Quote are interchangeable
- (o) Proposal Platform means the third-party web-based quoting tool used by Solarpro for some Proposals. Access to this platform is by invitation when a Proposal is ready to be sent to you.
- (p) Quote means the document titled as such which forms part of this agreement and is attached to the email with these Terms and Conditions or provided through the Proposal Platform. The term Quote and the term Proposal are interchangeable
- (q) 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.
- (r) STC means a small-scale technology certificate created under the Renewable Energy (Electricity) Act 2000 (Cth).
- (s) STC Incentive means the amount specified as such in the Quote. The amount specified in the Quote is an estimate only. This term is interchangeable with STC Point of Sale Discount
- (t) STC Point of Sale Discount means the amount specified as such in the Proposal. The amount specified in the Proposal is an estimate only. This term is interchangeable with STC Incentive
- (u) 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.
- (v) Total System Price means the amount specified as such in the Quote. This amount is the true cost of the system, and is inclusive of GST and before any STC Incentive is applied
- (w) Target Date means the intended installation date advised to you by Solarpro, subject to any variation of that date in accordance with clause 6.6.
- (x) Purchase Price means the amount specified as such in the Quote. This amount is the net (out of pocket) cost, inclusive of GST and after the STC Incentive is applied

### Terms of use of the PV Sale and Installation Agreement

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.

### Terms of use of the PV Sale and Installation Agreement

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.
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  - a) obtaining expert advice for the Licensee's use of the Agreement;
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  - c) reflecting the Licensee's requirements in the Agreement.