



TERMS AND CONDITIONS

1. Definitions

1.1 The following words have the following meanings:

- (a) "Buyer" means the customer (or any other person acting on behalf of and with the authority of the buyer).
- (b) "Seller" means ULTIMA ENERGY GROUP PTY. LTD trading as ULTIMA ENERGY and any of its related entities.
- (c) "Authorised Person" means any representative, associate, officer, employee, agent or subcontractor of ULTIMA ENERGY
- (d) "Goods" means any or all of the products supplied by ULTIMA ENERGY.
- (e) "Services" means any or all of the installation services provided by ULTIMA ENERGY.
- (f) "Price" means the price payable for the goods and/or services as set out in the quote/contract.

2. Customer Declaration

The Buyer declares that:

- 2.1 The Buyer is over the age of 18.
- 2.2 The Buyer is either the sole or one of the registered owners of the property on which installation is to be done under this contract.
- 2.3 The Buyer has never received or have been approved any solar grant/ rebate for small generation solar PV system on the installation address mentioned on this contract.

3. Offer, Acceptance and Cancellation

- 3.1 If the buyer accepts the quote and signs the contract, it becomes a legally binding agreement between the buyer and seller.
- 3.2 If the buyer doesn't accept the quote within 10 business days from the issuance of the quote, this quote will stand null and void and non-binding on both parties.
- 3.3 Under Australian Consumer Law and relevant State Buildings Act, the buyer has a right to cancel the agreement within 10 business days from and including the day the buyer signs the agreement.
- 3.4 The buyer may cancel the agreement without penalty as long as the cancellation is within the cooling off period. Penalty can be avoided by the buyer outside of the cooling off period as long as the cancellation request is provided in writing and is communicated to the seller no later

than 7 days prior to the installation day confirmed by the buyer.

4. Electricity Meter Changeovers, Switchboard Upgrades & Electrical Inspections

- 4.1 The buyer acknowledges and agrees that the electricity meter changeovers and switchboard upgrades associated with the goods and services under the contract may not form part of the Agreement and that these services (if provided by the seller) will be charged separately, unless such services and related amounts are specifically included as part of goods and services being supplied under this Agreement.
- 4.2 The buyer acknowledges and agrees that an electrical inspection in related to the installation of the goods at the Buyer's premises may be required prior to the goods becoming operational.
- 4.3 The Buyer's obligation to make payment to the Seller for the supply of goods and services is not affected by any delay by a third party in performing any electricity meter changeovers, switchboard upgrades or electrical inspections.

5. Payment

- 5.1 At the Seller's sole discretion, the price shall be:
 - (a) As indicated on invoices provided by the Seller to the Buyer in respect of Goods and Services Supplied; or
 - (b) The Seller's quoted price which shall be binding on the Seller provided that the Buyer accepts the Seller's quotation within 10 business days
- 5.2 GST and other taxes and duties that may be applicable shall be added to the price except when they are expressly included in the price.
- 5.3 The Seller will draw to the attention of the consumer specific requirements of the contract which, if not brought to the consumer's attention, are likely to result in a dispute.
- 5.4 The Seller is not liable to pay any extra charges to make the Buyer's home/business premises safe to install upon.
- 5.5 Payment is due in full on the installation day or prior. Payment must be made via Bank Transfers or EFT, Cheque or Credit Card (Master Card / VISA). If the payment is made via EFT, the transaction must be completed within 48 hours prior to installation. In case the payment is made via cheque, the same will need to be provided to the installer prior to installation. Installation will not be carried out unless the payment has been received by us.
- 5.6 Any cost incurred for debt recovery (if needed) will be passed on in full to the Buyer
- 5.7 The Buyer agrees to assign the STCs to The Seller as part of the system payment. The STCs will be paid directly to The Seller or The Seller's agent. If the Clean Energy Regulator determines that the Buyer is not eligible to receive STCs and The Seller is unable to receive the STCs as such, the Buyer will be liable to pay the STCs value to The Seller as determined by the market rates.
- 5.8 In case the Buyer decides to claim the STCs or are not eligible to receive STCs, the complete payment of the system is due before the installation.
- 5.9 The Buyer acknowledges that any breach of conditions of the STCs incentive regulations, may hold the Buyer financially liable to the office of the Clean Energy Regulator. In such events, The Seller will not be liable to the Buyer.
- 5.10 The Buyer acknowledges that the ownership and all rights associated to ownership of Goods

supplied under this contract will pass on to the Buyer upon The Seller receiving complete payment for the Goods and Services provided under this contract.

- 5.11 Failure to pay the complete amount may result in The Seller taking legal action. In such events, the warranties provided will be void.

6. Standard Installation Conditions

6.1 As each installation is different, sometimes there is additional work that needs to be done to complete the Buyer's job that the Seller only finds out once its technicians are on the job. The Seller tries to get as much information as possible prior to installation however its technicians may find something that the Seller did not account for.

6.2 Services Included in Standard Installation Conditions:

6.2.1 Delivery of the Buyer's system to the property on the installation date.

6.2.2 Supply and install all parts of the Buyer's system in accordance to the manufacturer's instructions, relevant Australian Standards and laws, and by field technicians who are suitably experienced and qualified (duly licensed or registered as required by law).

6.2.3 The supply and installation of a suitable mounting base for the Buyer's system, including Tin and Tile roof.

6.2.4 Supply and install all DC cabling, switchgear and protection to provide a compliant system installation.

6.2.5 The supply of up to 30 metres of DC electrical cabling between the solar panels, inverter and switchboard.

6.2.6 The supply of up to 30 metres of AC electrical cabling between the inverter and switchboard.

6.2.7 Testing and commissioning of the Buyer's system after installation, to ensure this system is in accordance to the manufacturer's instructions, relevant Australian Standards and laws, and by field technicians who are suitably experienced and qualified (duly licensed or registered as required by law).

6.2.8 The provision of a certificate of electrical safety.

6.2.9 The demonstration to the Buyer the basic operations of its system and assess the Buyer's understanding of the basic operation of its system.

6.2.10 The demonstration to the Buyer on how to read the inverter via built-in screen (if available) or software/mobile application (if built-in screen is not available). Some of the demonstrated information includes but not limited to energy output, healthy / faulty conditions and error messages.

6.2.11 The provision of a maintenance schedule to the Buyer. For further information please refer to this link:

<https://www.solaraccreditation.com.au/consumers/after-installing-solar-PV.html>

6.2.12 Completion and submission of all DNSP pre-approval paperwork or online applications for connecting solar systems to the grid.

6.2.13 Installation and commissioning of any data management devices purchased in addition to the Buyer's solar PV system.

- 6.2.14 In the purchase of a micro-inverter system, the supply and installation of all AC cables, switchgear and protection and includes up to 40 metres of AC mains cabling.
- 6.3 Services excluded from Standard Installation Conditions:
 - 6.3.1 Any roof frames or roof support to support the solar PV panels.
 - 6.3.2 The supply and installation of Kliplok roof brackets.
 - 6.3.3 The supply and installation of tilt frames for roof pitch that is less than 10 degrees.
 - 6.3.4 The supply of more than 30 metres of electrical cable.
 - 6.3.5 Rectification of an inadequate existing electrical supply.
 - 6.3.6 Installing or upgrading a safety switch.
 - 6.3.7 Installing or upgrading a switchboard.
 - 6.3.8 Installing or upgrading a meter panel board.
 - 6.3.9 Any other work that is required to ensure that, prior to installation of the Buyer's system, the property complies with electricity standards imposed by law.
 - 6.3.10 Work that is required where safe, convenient unhindered access for the installation is not provided.
 - 6.3.11 Any trenching or excavation required for installation.
 - 6.3.12 The provision of special access equipment (ie boom lifts, cherry pickers, cranes or scaffolding) if required to lift or move solar panels to the desired location for installations, or to install solar panels where the roof pitch is between 30 and 45 degrees.
 - 6.3.13 The removal of asbestos or the costs of an investigation to determine whether asbestos is present.
 - 6.3.14 Installations at remote locations not easily accessible by the Seller's trade vehicle.
 - 6.3.15 Installation of meters to record exported electricity which are the property of the local services provider.
 - 6.3.16 Installing the Buyer's system at a level that is more than one storey (example, double storey houses will incur additional costs due to additional equipment required to perform such installations).
 - 6.3.17 Installing the Buyer's system at a property which is still being built.
 - 6.3.18 Removing vegetation in order to install any component part of the Buyer's system.
 - 6.3.19 Installing and supplying a base for an outdoor system other than the one that already exists or is provided with the base unit.
 - 6.3.20 Fixing or preparing a surface (eg wall) before the Buyer's system is mounted.
 - 6.3.21 Fixing or re-instating plaster, walls or other items that are changed or damaged during the works which are out of the Seller's control.
 - 6.3.22 Issue of structural certificate for the Buyer's property to obtain structural approval to install the Buyer's system.
 - 6.3.23 Either during the pre-installation site inspection (if necessary) or on the day of installation, the Seller (or its authorised representative) will advise the Buyer of any additional services and/or

items that are not included in the price, but which are required to complete the installation, and the cost of those additional services and/or items. The Buyer may elect to enter into an agreement with the Seller (or its authorised representative), or any third party, for the additional services and/or items.

- 6.3.24 If additional services and/or items that are required to complete the installation, but are not undertaken or supplied prior to, or agreed to at, the date for installation of the Buyer's system, the Seller may in its sole discretion terminate this contract and not proceed with the installation of this system. In this event, the Buyer will receive a full refund of the amount paid to the Seller as Deposit or otherwise.
- 6.4 Customer's Obligations
- 6.4.1 The Buyer must do the following before the Seller can commence work:
- 6.4.2 Ensure that there is proper and safe access to the Buyer's property to enable the Seller's technician to complete the installation including access for vehicles and equipment.
- 6.4.3 Ensure that the Buyer have all approvals and permits from local council and other planning authorities (including strata corporation or body corporate). If requested, the Buyer must provide evidence of such approvals.
- 6.4.4 If the Buyer rents the property, it must ensure it has the owner's written permission. If requested, the Buyer must provide evidence of such approvals.
- 6.4.5 The Buyer must be present at its property at all times during the installation.
- 6.4.6 Any variation to the costs quoted for the installation must be agreed to by the Buyer before any additional work being completed. The Seller's technician will record the Buyer's agreement by obtaining the Buyer's signature

7. Variations to Quote

- 7.1 Once the consumer has signed the contract, any variations to the system design must be documented and signed off by the consumer prior to installation.
- 7.2 The price set out in the quote is based on a standard installation condition plus any other specific variations referred to in the quote and agreed by the Buyer. A standard installation condition includes the types of activities and items that are normally required to install systems like the Buyer's systems as specified in Clause 6.
- 7.3 The price for a standard installation includes the services set out in Clause 6.
- 7.4 If the Seller has conducted a site assessment at the Buyer's property, the price set out in the quote will also include the additional cost for any items outside the standard installation, but only if it was obvious to the Seller at the site assessment that those additional items would be required to complete the installation of the system. Some examples of things that are not obvious until the work starts are bad wiring in the walls and asbestos.
- 7.5 If the installation of the system requires any additional items to proceed (including where the Buyer has not complied with its obligations under Clause 6), then before carrying out the installation of the system: the Seller will advise the Buyer of any additional items which are required and an estimate of any delays to the installation due to these additional items; The Seller will provide the Buyer with a cost for providing those additional items, and provide the Buyer with the new total price; and the Buyer will be asked to sign off on the new total price and additional items. If the Buyer does this, this contract will be deemed to include those items. Any of these changes must be in writing signed by the Buyer.
- 7.6 If the Buyer does not agree to sign and pay for the variations set out in clauses 7.2 to 7.5, and the

final system design provided is significantly different to the quote at the point of contract, either party (Buyer or/and Seller) may terminate this contract and not proceed with the installation of the system. In this event, the Buyer will receive a full refund of the amount paid to the Seller as Deposit or otherwise.

8. Obligations

- 8.1 The Seller will provide the Buyer with the system specified in the quote and will arrange for installation of the system by a Clean Energy Council (CEC) accredited installer, on a date that is agreed to between us.
- 8.2 All work done under this contract will comply with Clean Energy Council Solar Retailer Code of Conduct.

9. Liabilities

- 9.1 The Seller accepts no liability or responsibility in respect of Feed-in-Tariff.
- 9.2 The Seller accepts no responsibility for any damage or loss caused to Buyer's property by the installer which has not been the result of installer's negligence.
- 9.3 The seller will take due care and attention while installing the system. However, in case, roof tiles get cracked or broken, the consumer is advised to supply spare tiles to the installer on the day of installation so that they can be replaced immediately.
- 9.4 The Seller will not be responsible for any additional cost to be incurred in respect of meter upgrade if needed.

10. Warranties

- 10.1 Goods and services supplied under this contract are subject to warranties set out in the documentation provided at the time of installation.
- 10.2 Under the Australian Consumer Law, consumer guarantees come into effect automatically when goods and services are supplied. The consumer's rights under the warranty are covered by these guarantees.
- 10.3 The Seller's Goods and Services are supplied with the Seller's retailer warranty including performance warranty and a whole solar PV system warranty, which includes warranty for the solar panels, inverter, railings and workmanship.
 - 10.3.1 The Retailer warrants that the Solar System Installation (which for the avoidance of doubt, includes the operation and performance of the whole PV system, including workmanship and products) will be fit for purpose and free of defects for the entire a period of 5 years; and
 - 10.3.2 The period specified by Clean Energy Council Solar Retailer Code of Conduct, as this document may be updated or replaced from time to time.
- 10.4 Notification of defects of any goods must be made in writing to the Seller within the warranty period specified in Clause 10.3. The Seller has a "Back to Base" warranty for parts that will be assessed and repaired or replaced within reasonable timeframe.
- 10.5 Where the Seller provides Services, the Seller warrants that if there is any defect in the works due to defective workmanship which is reported to the Seller within the warranty period specified in Clause 10.3, the Seller will either replace or remedy the defect.

- 10.6 Services undertaken by the Seller come with onsite warranty (labour and service call), with the warranty period specified in Clause 10.3.
- 10.7 Any warranty claim arising during the warranty period as specified in Clause 10.3 must be made in a timely manner (within 1 month) of the date upon which the circumstances concerning the warranty claim become known to you or ought reasonably to have been known to you. A callout charge is payable if the claim is not warrantable.
- 10.8 All warranties are applicable to the original purchaser and are not transferrable unless otherwise stated in the Agreement.
- 10.9 Warranty denial in the event the Buyer's warranty claim is denied, the Buyer will be invoiced for any costs involved in assessing Buyer's claim. The warranty claims may be denied for the following reasons:
- (a) improper use of solar system
 - (b) any damage caused due to works done by an unqualified, unskilled or inexperienced technician;
 - (c) your existing electrical installation wiring or fuse box;
 - (d) fair wear and tear where it does not affect the operation and performance of the whole PV system or represent a product defect
 - (e) any malicious damage or abuse;
 - (f) damage caused by vermin, animals or pests;
 - (g) damage caused by 'acts of God', improper voltage or proper surges, accidents or other acts beyond our reasonable control;
 - (h) application beyond scope of safety standards (AS4777 & AS3100 etc.)
- 10.10 The Seller's goods are supplied with a manufacturer warranty. In some cases, this may be for a time that is longer than the Seller's retailer warranty.
- 10.11 Any warranty claim arising after the expiry of the Seller's warranty period as specified in Clause 10.3, the Seller reserves the right to refer this claim to the manufacturer. To the extent necessary, the Seller will take all steps to ensure that any of the Seller's rights under a manufacturer warranty are transferred to the Buyer. However, the Seller makes no representation, guarantee or statement to the terms of the manufacturer warranty.

11. Delivery

- 11.1 The Seller will make every reasonable effort to install the Goods and provide Services in a timely manner. The Seller will not be responsible for delays in installation as a result of events and conditions not in its control e.g., worldwide material availability, unfavourable weather conditions, government regulations and/or other forms of force majeure. If estimated time of installation could not be met, the buyer will be offered with a full refund upon request.
- 11.2 Delay in installation for reasons mentioned in Clause 11.1 are not valid grounds for cancellation.
- 11.3 If difficulties with site access are encountered that were not notified to The Seller at the time of quote and/or offered by The Seller to Buyer, additional cost incurred in ensuring safety of our installers may be payable by the Buyer.
- 11.4 A homeowner must be present during the installation to sign the mandatory declaration assigning STCs to The Seller, as per the Renewable Energy Act (2000). Where the installer arrives on the installation site on the date agreed with the Buyer, and the installation is delayed due to the

homeowner not being present, a rescheduling fee of \$300 will apply and the installation will need to be re-booked.

- 11.5 If the Buyer is not able to be present on the installation site on the day of installation, the buyer would be required to authorise an adult to be present at the property and sign all documents on his/her behalf and assume complete responsibility.
- 11.6 It is the responsibility of the Buyer to let the installer know of any preference regarding panel and/or inverter placement, before the installation commences.
- 11.7 Modifications to the original contract signed by the buyer (material/equipment) will incur an admin charge of \$200. A revised/modified quote will be generated by the Seller to reflect the changes/modifications requested by the Buyer.

12. Privacy

- 12.1 The Buyer agrees to provide The Seller with whatever personal information is required for efficient functioning of The Seller on the Buyer's behalf, including but not limited to information relevant to STCs and Grid Connection.
- 12.2 The Seller agrees that the personal information provided by the Buyer will be passed on its contractors, employees, installers, relevant bodies for processing of STCs and electricity distributors only to the extent it is essential and relevant to the delivery of Goods and Services under this agreement.
- 12.3 Unless otherwise agreed with the Buyer, The Seller will not share Buyer's personal information with third parties other than those mentioned above.
- 12.4 The buyer and Seller are both required to sign all necessary documents on the date of installation for the performance of obligations of all parties relevant to the agreement.
- 12.5 The Seller agrees that Buyers personal information will not be sold to any third party under any circumstances.

13. Cooling Off Period

- 13.1 Under Australian Consumer Law and relevant State Building Acts, the Buyer is entitled to a cooling off period of ten (10) working days from and including the date the Buyer signs the agreement and enter into a contract with The Seller. All notifications must be received by The Seller in writing via email, fax or post.

14. Finance

- 14.1 The Buyer understands that The Seller will assist the Buyer in obtaining finance / payment plan products from external finance providers/ payment plan product providers. The terms of finance/ payment plans including but not limited to repayments and interest rates, will be agreed between finance providers and the buyer.
- 14.2 Post Installation, where a payment for Goods and Services purchased by the Buyer under this Agreement, to The Seller is denied by the external Finance provider/payment plan provider, on the basis of any issue with the Buyer (including but not limited to bad credit rating, non-payment of repayment amounts) that is not in The Seller's control, The Seller will have the right to claim the amount from the Buyer directly.
- 14.3 In case where The Seller is denied payments as mentioned in 11.2 above and where The Seller is

unable to recover the amount for Goods and Services purchased by the Buyer under this Agreement, the Buyer acknowledges that The Seller will be entitled to repossession of the Goods supplied under this Agreement. In such events, the Buyer acknowledges that all costs directly attributable to repossession of such Goods including but not limited to dismantling costs, installers charges, will be borne by the Buyer.

15. Termination and Refunds

15.1 The Seller may terminate the contract with the Buyer in the event of following:

- (a) The Buyer is found in breach of the terms and conditions of this agreement.
- (b) It is discovered that installation is not possible on the site owing to factors outside of The Seller's control. In such cases, the Buyer will receive a full refund of the amount paid to the Seller as Deposit or otherwise.
- (c) After the Buyer authorizes The Seller to prepare and submit the documentation required for grid connection approval, the application is rejected by the relevant electrical Network Service Provider. In such cases, the Buyer will receive a full refund of the amount paid to the Seller as Deposit or otherwise.
- (d) Subject to Clause 7, if the Buyer does not agree to sign and pay for the variations set out in clauses 7.1 to 7.5, and the final system design provided is significantly different to the quote at the point of contract, either party (Buyer or/and Seller) may terminate this contract and not proceed with the installation of the system. In this event, the Buyer will receive a full refund of the amount paid to the Seller as Deposit or otherwise.
- (e) The Seller will provide the Buyer with a full refund upon request when the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honored, for reasons reasonably within the Seller's control (not mentioned in Clause 11.1) and the Buyer does not consent to a revised timeframe.
- (f) The Buyer entitled to receive a full refund upon request when they are provided with site-specific performance estimate documentation as a deliverable of their contract, and this information is provided after the expiry of any cooling-off period, and the consumer does not consent to this information upon receiving it.

16. Estimated timeframe for the supply and installation of the system

SITE INSPECTION & ASSESSMENT	PRE-INSTALLATION	INSTALLATION	INSPECTION & CONNECTION
1 TO 2 DAYS(1)	1 TO 2 WEEKS(1)	1 TO 2 DAYS(1)	2 TO 8 WEEKS(1)
<p>Our consultant will be in contact with you (“The Buyer”) to schedule a day for the site inspection, to collect information and assess the roof, switchboard, and meter.</p> <p><i>What is expected of you?</i></p> <ul style="list-style-type: none"> To schedule a date for the inspection. To be available at the premise for the site inspection and give full access to our consultant to assess the site for the installation. Discuss with the consultant about the placement of panels on the roof and the placement of the inverter. Our consultant will walk you through the system and pricing details by presenting this Contract to you. 	<p>Our consultant or Installation coordinator will schedule a date and time for your installation and will be in touch with you to advise of the same.</p> <p><i>What is expected of you?</i></p> <ul style="list-style-type: none"> To schedule a date and time for the install, with our consultant or Installation Coordinator. To clear the driveway on the day of the install, before the scheduled installation time, for unloading the solar panels and other materials required for the install. 	<p>Our installation team arrives at your property at the previously agreed time and date, and the estimated installation date (Target date) would be within 8 weeks from contract signed date,</p> <p><i>What is expected of you?</i></p> <ul style="list-style-type: none"> To be available on the day of the installation and give full access to the installation team to the switchboard, meter and roof area. To provide the installation team with certain information that they may need on the day to complete the installation and sign the connection and completion form. 	<p>Once the installation is complete, we will notify an Electrical Inspector accredited by Electricity Safe Victoria, that the installation is completed. The Inspector will then inspect the new system and issue the Certificate of Electrical Safety. Once the Certificate of Electrical Safety is issued, it will be sent to your electricity retailer and distributor to notify them of the new solar system.</p> <p>The Electricity retailer and distributor can take up to 6-8 weeks to process this paperwork and issue you the new rates and Feed-In-Tariff offer. (2)</p> <p>Please make sure that you review the new electricity rate and feed-in-tariff rate offered by your electricity retailer before you accept their offer.</p>
<p>1 Estimated timeframe may vary due to multiple reasons beyond our control, Please refer to “Delivery and Installation” clause in ULTIMA ENERGY’s Terms and Conditions.</p> <p>2 Your current electricity contract/tariff may change following installation of solar and you should contact your electricity retailer:</p> <p>a. before signing a contract, to check what new electricity tariff rates may be applied; and</p> <p>b. after installation of the solar PV system, to confirm that the agreed tariff has been applied.</p>			