

TERMS & CONDITIONS OF TRADING

Reference to "Solargain" in these terms and conditions covers any and all of the following entities:

SOLARGAIN PV PTY LTD

ACN 132 725 501
 ABN 90 132 725 501
 WA: EC10367
 QLD: EC76260
 ACT: 20111150
 NSW: 221565C
 VIC: REC 23503
 SA: PGE 261922

SOLARGAIN PTY LTD

Trading As: Same Day Hot Water
 ACN 136 092 405
 ABN 26 136 092 405
 WA: PL6680/GF003868
 QLD: L40595 / PL29171 / QBCC 1214636
 ACT: 2010171
 NSW: 223577C

1. BINDING AGREEMENT: The Customer Quote Form and these terms and conditions constitute a legal agreement between us. These terms and conditions are attached to the Customer Quote Form and are also available on our website. We will refer to the agreement between us and you created by the Customer Quote Form and these terms and conditions as "this Agreement". Definitions used in this Agreement appear in clause 20.

2. SALE OF THE SYSTEM: 2.1 Purchase of the System You agree to purchase, and we agree to sell you, the System in accordance with this Agreement. **2.2 Ownership and Risk** (a) Risk in the components and equipment comprising the System will pass to you immediately when they arrive at the Property. (b) Ownership of the System will only pass to you when you have made payment in full to us of the Purchase Price in accordance with this Agreement.

3. PURCHASE PRICE: (a) The Discounted Purchase Price is set out in the Customer Quote Form or Customer Sales Invoice. The Discounted Purchase Price is the Purchase Price applicable if you assign to us the Renewable Energy Certificates which are created in respect of the System. (b) You are required by this Agreement to assign to us the Renewable Energy Certificates created in respect of the System without charge and we have agreed to charge the Discounted Purchase Price on the basis that the Renewable Energy Certificates will be assigned to us. (c) If you want to retain the Renewable Energy Certificates created in respect of the System you must advise us in writing at least 5 Business Days before the Installation. (d) If you decide to retain the Renewable Energy Certificates or for any reasons due to your actions (or failure to act) the Renewable Energy Certificates cannot be assigned to us then the Full Purchase Price and not the Discounted Purchase Price will be payable. (e) The Out Of Pocket Price is the price set out in the Customer Quote Form or Customer Sales Invoice, and is the price applicable if you are eligible for a State Government rebate for which you have applied and received approval. The Out Of Pocket Price is the amount you must pay to Solargain on or before the installation of the quoted system. The Rebate value will be paid directly to Solargain by the relevant Government agency after the system installation. (f) Up-front Price as set out on the Customer Quote Form or Customer Sales Invoice, is the price applicable if you are eligible for a State Government funded Loan, including interest free loans. The Up-front Price is the amount you must pay to Solargain on or before the installation of the quoted system. The Loan Value will be paid directly to Solargain by the relevant Government agency. You will be responsible for obtaining the loan approvals. Solargain is not responsible for assessing your Loan eligibility and does not imply or provide any guarantee of loan eligibility and approval. This Quotation option is subject to the terms of clause 6-Finance (g) If the Full Purchase Price is payable but we have for any reason only collected the Discounted Purchase Price, the Out of Pocket Price or the Up-front Price on or before Installation, you must pay us the balance of the Full Purchase Price on demand. (h) We are entitled to require a Deposit on signing the Customer Quote Form or prior to Installation. We will be entitled to all interest on the Deposit. (i) The balance of the Purchase Price (either the Discounted Purchase Price or the Full Purchase Price) must be paid to us on the Final Installation Date. You must be present at the Property on the Final Installation Date to ensure payment of the balance is made. (j) All payments to us must be made by credit card (with payment approved; VISA or MasterCard only), by cash, immediate transfer of funds, or by a banker's cheque, bank draft or personal cheque. (k) The Purchase Price is inclusive of any applicable GST. (l) Any payments made by credit card may incur a surcharge, this will be applied at the time of payment. (m) Where there is a delay in making any payment to us as required by this Agreement you will pay interest on the outstanding amount at a rate equal to 1% above the Cash Rate published by the Reserve Bank of Australia.

4. OWNERSHIP OF THE PROPERTY: You warrant (promise) to us that you are the sole or joint owner of the Property (the property on which the system will be installed). We may require you to produce evidence of this prior to commencing any installation.

5. CUSTOMER OBLIGATIONS AND WARRANTIES: 5.1 Finance: You must make any arrangements to obtain any finance which you require in connection with the purchase of the System. Your obligations in this Agreement are not conditional upon you obtaining finance or any subsidy. **5.2 Government Approval** We cannot give you an assurance that you will obtain any government rebate or grant which you apply for and your commitment to purchase the System is not conditional upon that rebate or grant being obtained. You must obtain all Government Approvals which are necessary in connection with the installation of the System. We will require that you provide us with copies of the Government Approvals before we commence Installation. **5.3 Electricity Tariff:** Your Electricity contract or tariff may change following the installation of solar, You should contact your electricity retailer: (i) prior to signing or entering into this Agreement to check what new electricity tariff rates may be applied,

and (ii) After installation of your Solar PV System, to confirm that the agreed tariff has been applied, Solargain will not be responsible for any loss or change in the customer tariff or contract.

6. FINANCE: If you choose to finance your system using a financing solution the monthly repayment will depend on the funding solution you chose. Any funding solution will be a separate agreement between you and the financier, including Government Approved Loans. Any amounts payable by you to the financier will be payable for the term of the funding solution regardless of whether there are any ongoing installation, operational or performance issues or any savings are achieved or any scheme subsidies, discounts or rebates continue to apply. We do not represent the financier, and are not authorised to discuss any aspect of the finance or credit with you. Anything we say or do is completely unrelated to any finance company that may provide you with financial assistance and you should consult the financier about credit details.

7. ESTIMATED SAVINGS: Any estimated savings detailed in this quote or any other documentation you have received from us are indicative only and are not guaranteed. Each property requires its own assessment and will be different to any example shown.

8. AVAILABILITY OF STOCK: Where we do not have the System in stock, the time it will take for the manufacturer to deliver the System to us is beyond our control. Accordingly, we are not liable for any loss or damage that you suffer arising out of delays in obtaining the System. This is why we will initially provide you with an Estimated Installation Date to be followed by a Final Installation Date. If we do not have in stock the System which appears in the Customer Quote Form, we may substitute, at no extra charge to you, a product which is of equivalent quality and performance. If you are not satisfied with the System we propose to substitute, you may terminate the Agreement at any time before installation and we will refund the Deposit.

9. INSTALLATION: 9.1 Preparing for installation: Before the System can be installed, you must, at your own cost: (a) ensure that the roof area is structurally sound and large enough to accommodate the solar panels, mounting base and frames (if any) forming part of the System; (b) ensure that the Property complies with relevant electricity standards and relevant regulations and that it is safe to install the System; (c) ensure that there is properly installed at the Property a bi-directional meter that can read exported electricity, and is approved by the network operator of the Electricity Grid. You are responsible for upgrading any other meters required in connection with the one of the System; (d) where any part of the roof at the site needs to be traversed or accessed during installation or service work and is constructed from ceramic or masonry tiles, make available to the installers/service workers spare tiles. We (and our approved contractors) endeavour to take the upmost care to avoid and/or limit damage to these types of roofs, however, on occasion it is unavoidable. Where no spare tiles are available, we will attempt to temporarily repair such damage and relocate damaged tiles to a section of the roof where the tiles are easily accessed and the damage caused by the ingress of water will be limited. We will not be liable for any damaged caused or for additional site visits to replace tiles where spare tiles were not first provided at the time that the works were undertaken. **9.2 Installation Dates:** We will provide you with an Estimated Installation Date. This is an estimate only of when we will be able to complete Installation of the System. (b) We will advise you as soon as reasonably practicable of the Final Installation Date. The Final Installation Date is the date on which we will complete Installation. We will give you at least 5 days' notice of the Final Installation Date. **You must be on the Property on the Final Installation Date.** We may attend the Property on the Final Installation Date during daylight hours or at any time from 7am. Whilst we will try to fix the Final Installation Date to suit your convenience we cannot promise that we will be able to change the Final Installation Date which we will give to you. (c) We will be entitled to change the Final Installation Date. We will notify you of any change to the Fixed Installation Date. (d) If weather conditions are such that we believe it is hazardous to complete Installation we may change the Fixed Installation Date by notice to you. (e) If you are not at the Property on the Final Installation Date we are entitled to charge you \$200 for that visit which must be paid by you prior to the Installation and if this Agreement is terminated without Installation being completed we will be able to recover this from you (including by deducting from the Deposit if this has not been forfeited). **9.3 Access:** At the times we advise we will carry out Installation, you must: (a) be present at the Property and, if reasonably requested, remain there while the Installation is being carried out; (b) ensure there is sufficient access to carry out the Installation - including ensuring there is clear access for relevant personnel, vehicles and equipment to the meter box, switchboard, the proposed location for the System's inverter, and the roof where the System's solar panels will be mounted. **9.4 Removal of objects:** You are responsible for removing any trees, plants and any other objects that may cast a shadow on the System's solar panels. **9.5 Take further steps as we request:** You agree to sign any documents or take any other steps that we may reasonably require, in order to permit the installation and connection of the System. **9.6 Agreement for Access:** You agree to provide the installer and us with access to the Property for the purposes of installing the System and connecting it to the Electricity Grid. **9.7 Location:** The location of the installation of each component of the System at the Property will be at the Installer's discretion, but they will endeavour to ensure that: (a) the System is in a position that is likely to maximise its performance, and (b) minimum damage occurs to the premises as a result of the installation work. **9.8 Damage:** You acknowledge that it may be unavoidable that there is some damage to the premises as a result of carrying out the Installation. The Installer may temporarily repair any minor damage that occurs, but, we will not be liable for any damage caused to the Property arising from any pre-existing condition of the Property. Any claims for damages allegedly caused by our installation must be made to us strictly within twelve (12) months of the date of installation. **9.9 Communications & Connectivity:** The customer must ensure that there is adequate internet connectivity and signal strength at the property where the PV system monitoring equipment is being installed, Solargain is not responsible for (a) setting up online monitoring; (b) poor signal strength at the inverter resulting in no or intermittent loss of monitoring; (c) any changes to the customer's home network including hardware, i.e. a change of modem or a change of internet provider resulting in loss of communication; (d) maintenance conducted by providers of monitoring systems or the customers internet network provider which result in loss of communications.

10. CHANGES AND VARIATIONS: (a) If the Solargain encounters any difficulties or technical issues when carrying out the Installation of the System, which could not reasonably be foreseen at the time the We issued the Quotation, or if on site attendance it is identified that the system layout or design needs to be amended, We shall inform You of : (i) the amended layout or design required; (ii) the additional works that We need to carry out in order to complete the System installation; and (iii) any additional charge that may be payable by You for such additional works. (b) You will not be liable for the additional works or changes of any other variation to this Agreement unless both parties (Solargain and Yourself) have agreed in writing to those additional works, charges and /or changes. The Variation Agreement must be signed and dated to constitute acceptance by You. (c) If Solargain and Yourself cannot agree to a variation, either party may terminate this Agreement in which case, Solargain will return all payments made by You in relation to the installation (if any) minus reasonable expense incurred by Solargain up to and including the date of the termination of the Agreement. Expenses incurred include Council submissions and approvals; engineering reports; equipment required for the safe installation of the system including scaffolding erected and lifting equipment

(e.g. and EWP) ordered to complete the works, any pre-works required for the installation that have been carried out, including any pre-wire and switchboard upgrades, any insurance premiums required for the works that cannot be cancelled, and for non-metropolitan installations, any freight and storage costs already incurred.

11. RENEWABLE ENERGY CERTIFICATES: **11.1 Assignment of right to create Renewable Energy Certificates:** (a) You must assign to us the right to create Renewable Energy Certificates in respect of the System. You must promptly complete and sign any documents (including executing an assignment form), and do anything else that we reasonably request to effect this assignment, and to allow us to receive the benefit of the relevant Renewable Energy Certificates. (b) You must not create or assign to any other party right to create any Renewable Energy Certificates in respect of the System or agree to do anything contrary to this clause. (c) The fact that we are prepared to offer a Discounted Price does not necessarily mean that the current market value of the Renewable Energy Certificates is reflected in this price-it represents what we are prepared to offer. The value of Renewable Energy Certificates may fluctuate. Any fluctuation will not result in a change to the Discounted Price or the Full Purchase Price unless pursuant to clause 11.3. **11.2 If Renewable Energy Certificates cannot be created:** (a) If we cannot acquire any Renewable Energy Certificates because of an act or omission by you (including the inability to create the Renewable Energy Certificates due to circumstances not previously disclosed to Solargain such as receiving the benefit of Renewable Energy Certificates at an alternative location or business); or (b) if due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target, Renewable Energy Certificates cannot be created or the quantity that the eligible system is entitled to create is materially changed; then you must pay the difference between the Discounted Purchase Price and the Full Purchase Price immediately upon us demanding payment, and no Renewable Energy Certificates will be assigned. **11.3 If the market price of the Renewable Energy Certificates is reduced** or due to a change in Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or amendment of the Renewable Energy Target, **or where the Quantity of eligible STCs applicable to a system reduces** in accordance with legislation or regulations, then from the date the reduction in market price or reduction in the number of eligible STCs becomes effective, this reduction may be passed on to you, and you must pay the difference between the value applied to the assignment of Renewable Energy Certificates to generate the quoted Discounted Purchase Price and the reduced Renewable Energy Certificate value or quantity at date of installation. Notwithstanding this, we reserve the right to request that the Full Purchase Price of the system is payable immediately upon us demanding payment, and no Renewable Energy Certificates will be assigned. **11.4 Obligation to Provide a Tax Invoice for the assigned Renewable Energy Certificates:** If the You assign to Solargain PV Pty Ltd the right to create STCs in respect of a System and You are registered for GST, than you, the customer, must either (a) issues valid tax invoice for the STCs to Solargain or (b) enter into a Recipient Created Tax Invoice (RCTI) agreement, to enable Solargain to issue a recipient created tax invoice for the STCs on the Your behalf.

12. WARRANTIES: **12.1 Warranties in respect of the System:** We warrant that the Installer will install the System with due care and skill, according to industry standards. The System inverter and panels will come with the benefit of the Manufacturer's Warranties. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you wish to make a claim you may contact us by telephoning 1300 739 355, emailing us on sg.service@solargain.com.au, or writing to us at SOLARGAIN PV PTY LTD, 10 Milly Court, MALAGA, WA 6090. Our warranties are to the extent permitted by law, limited by the matters in clauses 12.2 to 12.8. **12.2 Variable performance of the System:** Yield estimates provided are indicative only and are based on test conditions and data provided by the Clean Energy Council estimates for your area. Test conditions may not be achieved in an operating environment. The actual generation of your solar system may vary from estimated values, and Solargain does not provide any guarantees regarding daily energy production of you solar system as the Yield (or production) varies depending on a number of variable factors including inclination of the place of installation, shade, surrounding structures, trees and plants, irradiation and weather conditions including yearly weather variations. Performance of your system is not measured in wattage but in kilowatt hours (units) as per the yield estimates. **12.3 Power Disruption or Reduction:** You acknowledge that power generation from the System ceases during power disruptions. In the event that the voltage or frequency of the Electricity Grid falls outside the parameters specific to the inverter and also governed by the current AS4777 Australian Standard, the inverter may cease to operate or operate with a reduced power output and may restart only when the Electricity Grid becomes available, and is within the aforementioned parameters again. We will not be held responsible for any potential loss of production caused by the Electricity Grid. **12.4 Radio & Television Interference:** Radio and television interference may be caused as a result of installing a PV system particularly in marginal signal areas and with AM radio signals. We recommend that you use a digital signal radio and digital signal television devices when operating a PV system on your premises. **12.5 Exclusions from warranties:** All warranties we provide in this agreement in respect of the System and its installation are subject to the warranty terms and conditions and the warranty procedures of the manufacturer of the System, to the extent permitted by law our Warranties do not apply if the defect is a result of any of the following: (a) failure to use the System in accordance with the manufacturer's instructions or the owner's manual; (b) use of the System in a manner not reasonably contemplated, or contrary to law; (c) modification of the System by anyone other than us; (d) subjecting the System to an unusual or not- recommended physical environment or electrical stress; (e) moving the System, whether temporarily or permanently; (f) damage caused by anyone other than us; (g) the effects of weather or other natural events; (h) surges; (i) the condition of the Property or electrical wiring or systems; or (j) changes in law. **12.6 Warranty Claims:** (a) If you notify us that the System has a defect, and that defect is covered by our warranty, then we will, at our cost, arrange to carry out any necessary repair and replacement works, in accordance with the manufacturer's warranty processes, and within a reasonable time, (b) You must follow any troubleshooting steps as advised by us. If you do not and it appears on a visit to us to the Property that the problem could have been fixed by your following the troubleshooting steps we advised, then we will be able to recover the costs of the visit. There will be a minimum charge of \$200. (c) If we replace a System, then title in the System which is removed will vest with us. (d) If you make a claim under the warranty you must notify us in writing at SOLARGAIN PV PTY LTD, 10 Milly Court Malaga, WA 6090 or via email on sg.service@solargain.com.au within 5 days of the matter or fault giving rise to claim being noticed. We reserve the right to reject claims outside this period. You must give us an opportunity to inspect any defects. (e) If you have any questions regarding your warranty you may contact us on TEL 1300-739-355. (f) We will endeavor to remedy problems with the System which are covered by Warranties within 10 Business Days of being notified of the problem by you. If we cannot rectify the problem within this time we will notify you and will give you an estimate of when we expect the matter can be attended to. **12.7 Labour:** (a) We will be responsible for remedying defects caused by faulty

installation by us for a period of 5 years (60 months) from Installation. (b) Where it is necessary to repair a defect in the System which does not fall within paragraph (a) above, then to the extent permitted by law we will charge for our labour. **12.8 Retailers Warranty:** We will provide a retailers warranty for a period of 5 years on the operation and performance of a Photovoltaic Electricity Generation System, including workmanship and product. **12.9 All other warranties excluded:** The only warranties that we give in relation to the System and its installation are the express terms and warranties set out in this agreement and those implied terms or warranties that are imposed by statute law that are mandatory and cannot lawfully be excluded.

13. LIABILITY AND INDEMNITIES: **13.1 Limitation of our Liability:** Liability for a breach of a condition or warranty which cannot be excluded (and no other remedy applies) is limited to the extent possible, at our option, to: (1) the supply of the goods or services again; (2) the repair of the goods; (3) the payment of the cost of having the goods or services supplied again or repaired; or (4) refund of the price you have paid to us. **13.2 Your Indemnity:** You indemnify and hold harmless us, and our officers, employees and agents, against all losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) that arise out of your provision of false or inaccurate information or any condition at the Property which causes an injury.

14. YOUR RESPONSIBILITY TO MONITOR: It is your responsibility to monitor the System. The system should be monitored to ensure that the System is operating and that the Photovoltaic Electricity Generation system is producing solar power. The Performance of Your Photovoltaic Electricity Generation system should be checked weekly; any performance concerns should be reported to Solargain in accordance with clause 12.6(d). We will not be responsible where you have failed to monitor the System and have failed to notify us of problems. If you are going to be absent from the Property you should make arrangements for the System to be monitored in your absence.

15. TERMINATION : **15.1 Termination by you:** You may terminate this agreement by notice in writing to us: (a) at any time before we commence installing the System, but you may forfeit the Deposit you paid and we will not return it to you, or the We may refund any deposit less reasonably expenses incurred by Solargain up to the date of termination; (b) if we materially breach this agreement, and we will refund the Deposit to you; (c) at any time prior to us commencing the installation where information regarding the system design and performance estimates have not been provided prior to quotation acceptance; and you will be entitled to a full refund of any deposit paid; (d) where the final installation date agreed is not honoured due to reasons that are reasonably within Solargain's control, and Solargain will refund any Deposit paid in relation to a Photovoltaic Electricity Generation System; in relation to a Hot Water system or an Energy Storage system the deposit will be refunded less expense reasonably incurred up to the date of termination; (e) Where Solargain acting on Your behalf to obtain grid connection approvals, does not obtain such approval prior to the installation of the system, and You do not receive approval from the distributor, You may terminate this Agreement and in doing so provide consent for any system, or part of a system already installed to be removed, and any deposit paid by You will be refunded in full. or (f) in the event that you are unable to assign the quoted number of Renewable Energy Certificates to Solargain due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target. We begin incurring internal costs when you place your order and we order the product from the Supplier. If you cancel the order we will be entitled to recover these costs and deduct them from the Deposit or, if in the event the Deposit or instalments paid to date is insufficient to cover these costs, you shall reimburse Solargain for any direct (external) costs incurred to date. Such reimbursement shall be within 7 days of the date of Solargain's invoice for such reimbursement. **15.2 Termination by us:** We may terminate this agreement by notice in writing to you: (a) if we are unable to obtain sufficient stocks of the System (including relevant components) or are unable to source sufficient workforce to complete the Installation; (b) if we believe that installation of the System at the Property is unsafe or unsuitable; (c) if we have attended the Property at the time fixed for Installation twice and you are not there on either occasion, or you have not paid the balance of the Purchase Price when the Installers attend the Property to complete Installation in which case we may forfeit the Deposit; (d) if you materially breach this agreement in which case we may forfeit the Deposit; or (e) in the event that you are unable to assign the quoted number of Renewable Energy Certificates to Solargain due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target. **15.3 Time for Refunding Amounts:** The Deposit will be refunded by us where we terminate pursuant to paragraphs (a) or (b) of clause 15.4 less any payment we are entitled to retain under this Agreement. We will refund amounts payable to you under this clause within 30 days after termination.

16. PERSONAL INFORMATION AND PRIVACY: **16.1 Personal information:** You must provide us with all information which we reasonably request from you in order to supply you with the goods and services under this Agreement, or apply on your behalf for any Government grant, rebate or other benefit which you may be entitled to receive. We may use and disclose the information you provide: (a) to supply goods and services to you under this Agreement; (b) to fulfill our obligations under this Agreement; (c) to assist you to apply for a grant, rebate or other benefit and (d) to provide you with information about our business and services, and the business and services of our contractors and agents. We may disclose the information you provide: (a) to our related bodies corporate, agents and contractors (such as installers, and data processing analysts); (b) to the system component manufacturers and suppliers; (c) to debt collection agencies and credit reporting agencies; (d) to relevant Government Agencies; and (e) as authorised by law. If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information that we hold about you call us on 1300 739 355 or write to us at SOLARGAIN PV PTY LTD, 10 Milly Court MALAGA, WA 6090. **16.2 Credit Reporting and Creditworthiness:** If you are applying for consumer credit or commercial credit from us, then: (a) we may obtain information related to your creditworthiness (including a consumer credit report) from a credit agency, or from any business that reports on creditworthiness, or from any credit provider, (b) we may give information about you to a credit reporting agency to obtain a consumer credit report about you, and also to allow the credit reporting agency to create or maintain a credit information file containing information about you, and (c) exchange permitted credit information about you with other credit providers, to assess your credit worthiness and in circumstances of default (either with us or with the other credit provider). The type of information we may disclose is limited to: (a) your identity particulars; (b) the fact you are entering into an agreement with us; (c) the fact that we are a current credit provider to you (if applicable); (d) any payments overdue for more than 60 days that we have taken steps to recover; (e) information that payments are no longer overdue; (f) Information that in our opinion you have committed a serious credit infringement; and (g) dishonoured payments - if a cheque from you for more than \$100 has been dishonoured more than once. This information may be given before, during or after the provision of credit to you.

17. GENERAL: 17.1 Notices: Notices sent to you from us, or from you to us, must be in writing. Notices must be addressed to a party as set out in the Customer Quote Form (or any alternative details notified). Notices must be delivered by pre-paid post, and will be considered to be received on the second business day after the date of posting. **17.2 Electronic Communication.** You agree that we can use electronic means to give information to you. We can decide procedures as to how communication by electronic means will operate and what things can be communicated by electronic means. **17.3 No Assignment:** Unless we give you our prior written consent, you must not transfer, assign or otherwise dispose of any of your rights or obligations under this Agreement. We can assign or novate this Agreement without notice to you to any person that we believe has reasonable commercial and technical capability to perform our obligations under this Agreement. **17.4 Entire Agreement:** This Agreement and all applicable law represent the entire agreement between you and us relating to the matters covered by this Agreement. **17.5 Waiver of Rights.** If we do not enforce any right under this Agreement this must not be construed as a waiver of our rights under this Agreement. **17.6 Governing Law.** This agreement is governed by the laws of the State or territory in which the Property is situated. **17.7 Amendments to this Agreement.** A variation of any term of this Agreement must be in writing and signed by the parties. **17.8 Effect of Invalid Terms.** If any term of the contract is invalid or unenforceable it can be severed from the contract without affecting the enforceability of other contract terms. **17.9 Joint Customers:** If you own the Installation Property together with another person or persons, this agreement binds and is for the benefit of you all jointly and severally.

18. PERSONAL PROPERTIES SECURITIES ACT (“PPSA”): The provisions of this Agreement (relating to our retention of title until you have made payment in full (clause 2.2) gives us rights under the PPSA. We have the right to register the security interest created and have other rights under the PPSA.

19. CLEAN ENERGY COUNCIL CODE OF CONDUCT: Solargain shall comply with the Clean Energy Council Solar Retailer Code of Conduct.

20. DEFINITIONS AND INTERPRETATION: The meanings of the terms used in this Agreement are set out below. **Agreement** means the agreement between you and us, including these terms and conditions and the Customer Quote Form. **Business Day** means any day except a Saturday, Sunday or public holiday in the place which the Property is situated. **Customer Quote Form** means the customer quotation or order form or invoice to which these terms and conditions are attached. **Deposit** means the amount you must pay as a deposit, as set out in the Customer Quote Form, **Discounted Purchase Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if we are assigned the Renewable Energy Certificates; **Electricity Grid** means the electricity grid to which the Property is connected; **Estimated Installation Date** means the date on which we estimate installation will take place; **Final Installation Date** means the date defined in clause 9.2; **Full Purchase Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if we are **not** assigned the Renewable Energy Certificates; **Government Approvals** means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, permit, authority or exemption required under any law or regulations. **GST** means goods and services tax; **Installation** means the services and works required to: (1) conduct pre-installation site inspections at the Installation Property; (2) install the System in accordance with the manufacturer’s specifications; (3) test the System to ensure that it is working in accordance with the manufacturer’s specifications; and (4) commission the System so that it is operational, in accordance with this Agreement; **Installer** means our contractor or agent who will carry out the installation; **Manufacturer’s Warranties** means the warranties provided by the manufacturer of the System in the manufacturer’s brochures provided to you with the Customer Quote Form, or the warranties provided by the manufacturer when if an alternative product is provided in accordance with clause 9; **Out of Pocket Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if you are eligible and have been approved for a Government Rebate, which will be paid directly to Solargain for the installed system; **Photovoltaic Electricity Generation System** means the components comprising the whole solar power system, excluding an energy storage (battery) system and components unless included in a Photovoltaic Electricity Generation System installed by Us; **Property** means the property at which the System will be installed, located at the installation address set out in the Customer Quote Form; **Purchase Price** means the Discounted Purchase Price or the Full Purchase Price, as payable in accordance with this Agreement; **Recipient Created Tax Invoice (RCTI)** means where after a written agreement has been entered into, the purchaser (or recipient of the supply) issues a tax invoice for the purchase or goods(or services) rather than the seller issuing the invoice. The RCTI acts as a substitute for a tax invoice being issued by the supplier; **Renewable Energy Certificates** means a ‘renewable energy certificate’ as defined in the Renewable Energy (Electricity) Act 2000 (Cth) and in respect of any Renewable Energy Certificate to be created from 1 January 2011 means a ‘small-scale technology certificate’ as defined in that Act and includes VEECs (Victorian Energy Efficiency Certificates); **System** means either (1) a solar photovoltaic electricity generation system; (2) an energy storage system; (3) a hot water system; or (4) a combination of any or all of these that is described in the Customer Quote Form; **Up-front Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if you are eligible and have been approved for a Government Loan, which will be paid directly to Solargain for the installed system; **We, Us, Solargain** means Solargain PV Pty Ltd (ACN 132 725 501) also Trading as Service My Solar, and Solargain Pty Ltd (ACN 136 092 405) also Trading as Same Day Hot Water and Solargain (QLD) Pty Ltd (ACN 152 166 160); **You, Your** means the person, business or company named as the “Customer” on the Customer Quote Form.

REVISION: 03 February 2020-