

CUSTOMER CONTRACT

Introduction

Dear Solar Sphere Customer

Please read these contract terms carefully, they are important! When you sign your agreement with us to proceed with the 'Quotation', you agree to the terms of this Contract.

Your Contract with us will consist of:

- these Contract Terms;
- the Quotation (The 'Quotation' referred to in this Contract should be read as the first page to this Contract).

Customer Declaration:

By signing the Quotation and Contract you declare that:

- You are over the legal age of 18 years;
- You are one of the registered owner/s of the property at the Installation Address and your name is on the title deed of the Installation Address, or you have legal authority on behalf of the registered owner/s of the property (Clause 3.3); and
- You have never received or have never been approved for any rebate, financial assistance solar credit or Small-Scale Technology Certificates (STCs) for small generation solar power systems at the Installation Address.

Contract Terms

1. Definitions

1.1 Clause 22 of this Contract contains definitions for all words which begin with a capital letter (otherwise than where the capital letter appears for reasons of punctuation).

2. Purchase of Solar System and monitoring services

2.1 You agree to purchase the Solar System from us for the Contract Price on and subject to the terms of the Contract.

2.2 We agree to supply and make available the Solar System. We will be the installer and make arrangements to install your system.

2.3 We will only sell any System to you immediately before Installation by us at your Installation Address. Prior to that time, we will have no obligation under the Contract to sell any System to you.

2.4 Where your System has the technical capability for us to access it remotely, you authorize us to remotely access your System in order to collect data in connection with your use of the System and use it for our business purposes, monitor performance of the System, provide remote diagnostic support, provide alerts to you, upgrade software in the System and provide other services from time to time.

3. Authority to Install

3.1 You authorise Solar Sphere to install the System which you have selected, at the Installation Address.

3.2 If you have selected a solar electricity system, then you also authorise Solar Sphere's Installation Team to connect that system to the electricity grid (or to arrange for the connection of that system to the grid).

3.3 You warrant and represent that:

- (a) you are the owner of the Installation Address;
- (b) you have obtained all consents and approvals required for Solar Sphere to install the System at the Installation Address, including from the owner; and
- (c) the roof of the property at the Supply Address is structurally sound to accommodate the load of the System, including the base and frame (you may need to obtain a structural engineering report to make this warranty and representation).

3.4 You must ensure that Solar Sphere's Installation Team has sufficient access to the Installation Address, at whatever times they may reasonably require, in order to install the System.

3.5 You agree to execute whatever documents Solar Sphere's Installation Team may reasonably require, and to take whatever other action we may reasonably require, in order to permit the Installation of the System you have selected, and in the case of a solar electricity system, the connection of that system to the electricity grid from you Energy Provider.

4. Installation and Delivery

4.1 Our installation team will make every reasonable effort to carry out the Installation on the Starting Date. The Starting Date is to be decided by agreement between the Customer and Solar Sphere. Our Installation Team will ensure that the Installation starts as soon as it is reasonably possible for it to be started.

4.2 Solar Sphere will not be bound to meeting estimated or proposed delivery, installation or system completion dates as for any cause beyond the reasonable control of Solar Sphere or our installation team. These include but are not limited to:

- (a) Worldwide materials availability and/or changes to this from our supplier/s
- (b) Changes in government legislation causing an increase in demand
- (c) Inclement Weather that would impact on the safety of our installation team or impact on the quality on installation of the solar system to the discretion of us
- (d) Any other forms of force majeure

4.3 Delays in installation or grid connection for circumstances outside of control or beyond reasonable control of our is not reasonable grounds for cancellation, refund or compensation from us.

4.4 The Starting Date and timeframes times are based on correct and full information being supplied to us prior to the Starting Date. Any delays caused by incorrect information being supplied to us is not reasonable grounds for cancellation, refund or compensation.

4.5 A owner of the Installation Address, or representative with legal authority of the owner of the Installation Address, must be present during the installation to sign the mandatory declaration assigning the STC's to Solar Sphere, as per the renewable Energy Act (2000). Should our installation team arrive on the Starting Date and such person not present, a rescheduling fee of \$200.00 may apply and the installation be delayed as a result.

4.6 Any changes or modifications to materials or equipment at your request, after signing the Contract Terms, may incur an admin charge of up to \$100.00. A new quote will be prepared detailed these changes including changes to the Contract Price and Amount Payable.

4.7 Subject to clauses 3.2 to 3.6, Solar Sphere's Installation Team will complete the Installation by the Finishing Date.

4.8 To the extent permitted by law, Solar Sphere's Installation Team is entitled to a reasonable extension of time where or Solar Sphere's Installation Team is or will be delayed in completing the Installation by any cause beyond the reasonable control of Solar Sphere's Installation Team.

5. Access to the Installation Address

5.1 You must provide Solar Sphere's Installation Team with sufficient access to the Supply Address for the purposes of performing the Installation.

5.2 During the Installation, Solar Sphere's Installation Team will permit you to:

- (a) have reasonable access to the Supply Address under the supervision of Solar Sphere's Installation Team; and
- (b) view any part of the Installation upon your reasonable request to do so.

5.3 If difficulties with site access are encountered that were not notified to Solar Sphere at or prior to the time of quote and/or offered by Solar Sphere to you, additional costs incurred in ensuring the safety of our installation team may be charged and payable by you.

6. Amount Payable and Contract Price

6.1 The Amount Payable is the amount which might be payable by you, in substitution for the Contract Price, in the event that we receive the grant, rebate or other benefit referred to in clause 8 and we are entitled to keep the grant rebate or other benefit for our self. In the event that the circumstances referred to in this clause 6.1 are satisfied, we will accept payment of the Amount Payable in full and final satisfaction of your obligation to pay the Contract Price. References to the Amount Payable elsewhere in this Contract shall be read as a reference to the Contract Price or the Amount Payable (as is applicable having regard to this clause 6.1).

6.2 You must pay the Contract Price in accordance with this Contract, and such other amount as becomes payable in accordance with this Contract, if clause 6.1 is not satisfied.

6.3 In addition to the Amount Payable, you will have to pay:

(a) any fees or other amounts specified in the Quotation at the time or times so specified; and

(b) subject to clause 10, any additional fees and charges associated with your Installation that we advise you of prior to Installation, either during a pre-installation site inspection (if one is conducted) or on the day of your Installation (if a pre-installation site inspection is not conducted). It is impossible for us to determine what these fees and charges are (if any) until we inspect your Installation Address.

6.4 Payment of the Amount Payable and Additional Fees is as described in clause 7.

7. Payment

7.1 The Amount Payable as stated on the Quotation is subject to Clause 6.1 and Clause 8 of this Contract.

7.4 The Deposit is due and payable upon your acceptance of this contract and the Quotation. This is payable by credit card, direct deposit or cheque or as per the approved payment methods stated on the Quotation.

7.5 The Deposit is non-refundable after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 10.4.

7.6 You authorise us to apply any applicable Deposit payable on your System, in or towards payment of the Amount Payable for that System.

7.7 The remaining outstanding part of the Amount Payable less any deposit paid **is due and payable on or before the installation date**, and the, if any, Additional Fees are due and payable within 14 days following the installation date. This amount must be paid by credit card or any other payment method approved by us.

7.8 If applicable, a Cancellation Fee may apply if you terminate this Contract after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 11.4. This fee will equal the greater of; the deposit, 10% of the Amount Payable or \$200.

7.9 If available and you elect to pay us via an Approved Third Party Financier:

- (a) a deposit may be required in order to confirm works under this contract;
- (b) you consent to us disclosing your contact details (which may include your Personal Information) to the Approved Third Party Financier who will then independently assess your application for finance;
- (c) the Approved Third Party Financier will provide us and you with written confirmation if it approves your application for finance;
- (d) if approved under clause 7.9(c), we will proceed with the Installation of the System and instruct the Approved Third Party Financier to pay us the Amount Payable and Additional Fees on your behalf the day the Installation has reached Practical Completion;
- (e) if the Approved Third Party Financier does not approve your application for finance, we will notify you and you may elect to pay for the System in accordance with clause 7.7 or you may terminate this Contract; and
- (f) a Cancellation Fee applies, if you terminate this Contract after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 10.4 or in accordance with Clause 7.9. This fee will equal the greater of; the deposit, 10% of the Amount Payable or \$200.

8. Government Rebates (Small-Scale Technology Certificates) and Environmental Rights

8.1 You may be entitled to receive a grant, rebate or other benefit from the Commonwealth or State Government or create environmental rights (including, renewable energy certificates i.e. Small-Scale Technology Certificates) as a result of the purchase or installation of the System purchased. We do not warrant that you will necessarily receive that grant, rebate, other benefit or been titled to create the environmental rights.

8.2 If the Amount Payable incorporates a cash reduction off the Contract Price on the basis that we will receive payment of the grant, rebate or other benefit, you authorise us to apply for that grant, rebate or other benefit in your name and to receive payment of that grant, rebate or benefit on your behalf. You agree to sign whatever documents we may reasonably require, and to take whatever other action we may reasonably require, in order to obtain payment of that grant, rebate or other benefit.

8.3 If the Amount Payable incorporates a cash reduction on the Contract Price on the basis that you assign any environmental rights you are eligible to create to us (or another person as directed by us), the Amount Payable is conditional on you assigning your rights to create environmental rights as we direct, by completing the 'Assignment Form' provided by us. We may cancel this Contract if you do not complete this form or you are liable to pay the Contract Price.

8.4 You acknowledge that, if we do not receive the payment of that grant, rebate or benefit incorporated in the Amount Payable (excluding the assignment of any environmental rights), for any reason whatsoever, you must pay the difference between the Amount Payable and Contract Price within 21 days of us notifying you of the additional amount being payable.

8.5 You acknowledge that, in certain circumstances, the Commonwealth or State Government may determine you are not eligible to receive any rebate, grant or other benefit, in such an event, you must pay the difference between the Amount Payable and Contract Price within 21 days of us notifying you of the additional amount being payable.

8.6 You acknowledge that if you breach the Terms and Conditions of any Commonwealth or State Government grant, rebate or benefit, leaving you financial liable, we will not be liable to you.

9. Ownership, Liabilities and Risk

9.1 Ownership of a System will pass to you upon:

- (a) the point in time immediately after the System is installed and reaches Practical Completion; and
- (b) payment in full of the Amount Payable for that System.

9.2 Risk in the System will pass to you when that System is installed at the Installation Address.

9.3 You acknowledge that we accept no liability or responsibility for your Feed in Tariff incentive as administered by State Government or in agreement with your Energy Provider.

9.4 We accept no responsibility for additional costs associated with your need to obtain and upgrade your existing meter box for the System installation.

9.5 We accept no liability or responsibility costs associated for delays outside of our reasonable control relating to the grid connection from your Energy Provider.

9.6 You acknowledge that if asbestos is detected we accept no responsibility for the handling or removal of this in relation to the installation of your System.

10. Termination

10.1 Either party may terminate the Contract if the other party breaches the terms of the Contract.

10.2 You may terminate the Contract if the System is not installed at the Installation Address within 90 days from the expiration of the Estimated Timeframe for Installation or within such other period as you may agree with Solar Sphere. Subject to the other provisions of this Contract, if you terminate the Contract in these circumstances, we will refund you the amount you have paid towards the Amount Payable as at the date of termination.

10.3 If you terminate this Contract under clause 10.2, we are entitled to receive a reasonable amount for the contracted services provided up until the time this Contract was terminated. The amount will not exceed the amount Solar Sphere would have been entitled to receive under this Contract. Solar Sphere's rights under this clause are subject to any contrary provisions in the Applicable Domestic Building Legislation.

10.4 If you are advised either during the pre-installation site inspection (if one is conducted) or on the day of Installation (if no pre-installation site inspection is conducted) that Additional Fees are payable in order to install your System you may terminate the Contract and we will refund you the amount you have paid towards the Amount Payable and you will not be charged a Cancellation Fee. You cannot terminate the Contract under this clause 10.4 on the day of Installation if you were advised during the pre-installation site inspection or prior to Installation that Additional Fees would be payable in order to install your System.

10.5 If you choose to terminate the Contract (in the circumstances permitted by the preceding paragraphs), you must notify Solar Sphere of your decision to terminate the Contract, by telephone, before that System has been installed in order for the cancellation to take effect.

10.6 If we believe the Installation of your System is unsafe or is unsuitable for your Installation Address, we may terminate the Contract and we will refund you the amount you have paid towards the Amount Payable as at the date of termination in order for the cancellation to take effect.

10.7 A right to terminate this Contract is additional to any other right, power or remedy a party might have.

11. Failure to Pay

11.1 If you fail to pay any amount that is due and payable under this Contract, we will be entitled to Interest on the unpaid amount from the due date until the date it is paid.

11.2 You will also have to pay us any reasonable costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

12. Statutory Warranties

12.1 To the extent required by the Applicable Domestic Building Legislation, we warrant that:

(a) the work under this Contract will be carried out in an appropriate and skillful way, with reasonable care and skill and in a proper and workmanlike manner to accepted trade standards;

(b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the Relevant Criteria, and that all materials used will be new unless this Contract expressly provides otherwise;

(c) the work under this Contract will be carried out in accordance with all relevant laws and legal requirements;

(d) the work under this Contract will be carried out in accordance with any plans and specifications that form part of the Contract;

(e) any estimate of Prime Cost Items and Provisional Sums Items (as defined in the Applicable Domestic Building Legislation) has been calculated with reasonable care and skill, having regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site), and represents the reasonable cost of supplying and delivering each such item, including our margin;

(f) the work will be done with due diligence and within the time stipulated in the Contract, or if no time is stipulated, within a reasonable time; and

(g) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if you expressly make known to us or another person

with express or apparent authority to enter into or vary contractual arrangements on behalf of us, the particular purpose for which the work is required or the result that you desire the work to achieve, so as to show that you rely on our or Solar Sphere's Installation Team's skill and judgment.

12.2 The warranties set out in clause 12.1 are warranties that are implied into this Contract via operation of the Applicable Domestic Building Legislation. Your rights for breach of these warranties are the same as, and not in addition to, your rights for breach of implied warranties under the Applicable Domestic Building Legislation.

12.3 Nothing in this Contract restricts or takes away the rights of a person for breach of these implied warranties.

13. Installation Team

13.1 Our Installation Team will be suitably qualified and experienced, and will be duly licensed or registered.

13.2 If the Installation team causes any damage to your property during the installation of the System at your Installation Address, we will enter into a contract with an appropriately qualified third party to repair that damage, provided that you notify us of the damage within 3 months after installation of that System.

14. No Guarantee of Performance

14.1 For solar electricity, the performance of a System is subject to a number of variable factors, including, but not limited to: the number of hours of sunlight, cloud cover and weather patterns; the location of the System; and the location of the surrounding structures and flora.

14.2 Except to the extent required by law, we do not guarantee the performance of, and will accept no responsibility in the event that the performance of any solar electricity System is lower than anticipated.

14.3 If and when any System is installed, Solar Sphere's Installation Team will use its best endeavours to install that System in a position that is likely to maximise the performance of that System.

15. Installation and Product Warranties

15.1 Solar Sphere will provide a warranty on our installation workmanship of the System for a period 10 years from the date of Practical Completion.

15.2 The ownership of the product manufactures warranties will be passed to you upon;

- a) the point in time immediately after the System is installed and reaches Practical Completion; and

(b) payment in full of the Amount Payable for that System.

15.3 Except for the warranty given under clause 15.1, any manufacturer warranties passed on to you under clause 15.2 and any warranties or guarantees required or implied by legislation, we give no express warranty or guarantee in relation to the System or its installation. Unless prohibited by law (including section 64A of Schedule 2 to the Competition and Consumer Act 2010 (Cth)) our liability under this Contract is limited, to the extent that it is fair and reasonable, to:

(a) supply and make available a replacement of the System with an equivalent system or unit and enter into a contract to install the equivalent system or unit;

(b) for us to complete repairs or to enter into a contract with an appropriately qualified person to undertake repairs of the System;

(c) payment of the cost of replacing the System with an equivalent system or unit;
or

(d) payment of the cost of having the System repaired.

15.4 If applicable, we do not guarantee or provide a warranty on monitoring systems provided free and inbuilt with your inverter, beyond that of the manufacturer's warranty.

15.5 Solar Sphere responsibility for malfunctions and defects in the goods is limited to repair and replacement as set forth in this warranty statement. All express and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose, are limited in time to the term of the warranty period. No warranties, whether express or implied, will apply after the warranty period has expired.

15.6 Solar Sphere does not accept liability beyond the remedies provided for in this warranty or for consequential or incidental damages, including, without limitation, any liability for third-party claims against you for damages, for products not being available for use. Solar Sphere's liability will be no more than the amount you paid for the product that is the subject of a claim. This is the maximum amount for which we are responsible

16. GST

16.1 The Contract Price is stated inclusive of GST.

17. Information, Privacy Policy

17.1 You agree to provide Solar Sphere with whatever personal information is required for the efficient functioning of Solar Sphere on your behalf, in particular the accurate completion of the paperwork for the Small-Scale Technology Certificates and network connection to the grid by you Energy Provider.

17.2 We collect, use, hold and disclose your information where it is required by law. We may disclose this information to:

- (a) our agents and contractors (such as Subcontractors, Approved Third Party Financier, and debt collectors);
- (b) relevant Government authorities;
- (c) your energy distributor; and
- (d) other energy retailers, for these purposes and more broadly in connection with this Contract.

17.3 We may also disclose your information to, and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

17.4 We will provide your information, on your behalf, as required, to the relevant bodies for the processing of the Small-Scale Technology incentive (including the selling of these certificates) and to your Energy Provider for the connection of your system to the grid.

17.5 If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

17.6 Unless otherwise agreed with you, Solar Sphere will not provide your personal information to any third parties other than those mentioned above.

17.7 You must sign all necessary documents on the date of installation for the performance of all party's obligations under the Contract Terms.

17.8 Solar Sphere will not sell your personal information under any circumstances.

18. Credit assessment

18.1 If required, you consent to us conducting a credit assessment of you as part of determining whether or not we will provide our products and services to you.

19. Variations

19.1 We will not undertake any Variation to the Installation except where a Variation Document has been signed and agreed to by you and us in accordance with the Applicable Domestic Building Legislation. References in this Contract to the Contract Price or to the Amount Payable are references to the Contract Price and the Amount Payable as varied in accordance with the Variation Document.

20. Nature of Contract

20.1 This Contract is a contract for the sale and installation of the relevant System by Solar Sphere at the Installation Address. It is not a contract with your energy provider or any other related work outside of the specified.

21. Miscellaneous

21.1 This Contract sets out the entire agreement between you and us. To the extent permitted by law, all implied terms are excluded.

21.2 In this Contract, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

21.3 This Contract is governed by the laws of the State in which the Installation Address is located (as specified in the Quotation).

22. Definitions

Additional Fees means the amounts described in clause 4.3.

Additional Equipment is defined in the any equipment not included or allowed for in the quotation and is required to complete the Installation.

Agreement Price for the purposes of clause 16 (GST) only, means the consideration to be provided under this Contract (other than under clause 16)

Amount Payable or purchase price is the amount specified in the Quotation, subject to adjustment as described in clause 4.2 and clause 10 of these Contract Terms.

Applicable Domestic Building Legislation means the Domestic Building Contracts Act 2000 (Qld) and any regulations made under this act.

Approved Third Party Financier means a third party credit provider to whom we may, with your consent, provide your contact details so that they may contact you in order to arrange financing for the Installation of the System.

Cancellation Fee means the cancellation fee specified in the these terms of contract of the Quotation (if any).

Commencement Date has the meaning given in the introduction.

Contract means this contract, which comprises the Quotation and the Contract Terms.

Contract Price is the amount specified in the Quotation and is the price for the Installation of the System before any cash reduction we offer you based on any grant, rebate, environmental right or other benefit which may be applicable (as further described in clause 10).

Contract Terms or Terms of Contract means this document.

Cooling Off Right means the your right to withdraw from this Contract under section 72 of the Domestic Building Contracts Act 2000 (Qld).

Quotation means the document entitled Quotation and should be read as the first page of this Contract.

Estimated Timeframe for Installation means the estimated timeframe for installation of the System.

Finishing Date means the date, if any, stated in the Quotation as the date the Installation is to finish. Home Product means any System which is not a solar PV system.

Installation means the installation of the System at the Installation Address.

Installation Address means the property specified as the Installation Address in your Quotation where the System will be installed.

Interest means the rate of interest on any day which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2%, calculated daily, and at our discretion, compounded monthly.

Solar Sphere, we, our or us means: Solar Sphere Pty Ltd (ABN: 25624245834), of 214 Kelvin Grove Road, Kelvin Grove, Queensland.

Payment Plan means the payment of the Amount Payable in accordance with clause 6.2 of these Contract Terms.

Personal Information has the meaning in the Privacy Act 1988 (Cth).

Practical Completion means the stage where the Installation has been completed in accordance with this contract and all relevant statutory requirements, either without any omissions or defects or apart from minor omissions or defects.

Relevant Criteria for materials means:

- (a) generally accepted practices or standards applied in the building industry for the materials; or
- (b) specifications, instructions or recommendations of the manufacturers or suppliers of the materials.

Small-Scale Technology Certificates (STCs) are as defined by Office of the Clean Energy Regulator within the Australian Government outlined on their [Website](#).

Starting Date means the date to be decided by agreement between the Customer and Solar Sphere unless otherwise stated in the Quotation as the date the Installation is to start.

Stated Completion Period is 5 days from the Starting Date unless otherwise stated in the Quotation as the number of days that will be required to finish the Installation once it has started.

System means the unit or system specified in the Quotation which is to be, or has been installed, at the Installation Address pursuant to this Contract.

System Ready is the time at which Solar Sphere have both completed the installation and the energy provider has completed the grid connection for the Installation address.

Variation means either an addition of work to the Installation, or an omission from the Installation.

Variation Document, as is the meaning prescribed in Schedule 2 of the Domestic Building Contracts Act 2000 (Qld) containing the formal requirements required pursuant to section 80 of the Act.

You (or 'your') means the person named as the Customer in the Quotation and includes a person authorised by you.