**AGREEMENT**

**FOR THE SUPPLY AND INSTALL OF SOLAR PV WORKS**

BETWEEN THE HEAD CONTRACTOR

**O’Brien Electrical & Plumbing Rowville**

ABN 11 168 607 449

AND

**<CUSTOMER NAME>**

ABN [insert ABN]

###### Contract Agreement

The details within the Terms and Conditions are important to read prior to signing of Quotation, as it best ensures that You the customer has a clear understanding of the T&C’s and Scope of Works to be engaged, program, project and financial agreements for procurement of the System.

As CEC Retailers, O’Brien Electrical and Plumbing Rowville (OBEPR) comply with the New Energy Tech Consumer Code of Conduct ([see here](https://assets.newenergytech.org.au/uploads/New-Energy-Tech-Consumer-Code.pdf)). On appointing Us, You understand that certain T&C’s stipulated by the New Energy Tech Consumer Code are not applicable for commercial projects, as the code is intended for residential customers and superseded by the T&C’s of this contract. Within this document the following acronyms are used for separating Residential, Small Business and Commercial T&C’s.

(R) > Refers T&C’s applicable to Residential only

(R-SB) > Refers T&C’s applicable to Residential and Small Business only

(Com) > Refers T&C’s applicable to Commercial solar only

Nomenclature for Capitalised terms can be found at the end of this Agreement, in section 19.

**1. Appointment**

As Head Contractor, this agreement is between O’Brien Electrical & Plumbing Rowville (referred to as We, Us, Our or OBEPR) and the client or end Customer named in the Supply agreement (referred to as You, or Your).

1.1 This agreement is made up of:

(a) the Quotation and details within;

(b) the shortened Contract Terms and Conditions attached to the Quotation;

(c) the full Contract Terms and Conditions that can accessed via a link (and provided in handover documentation);

(d) (Com) > any additional overarching Agreement to Supply and Install Solar PV Works;

(e) and any installation conditions included within Contract, if applicable.

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

1.3 Your approval to proceed with a quotation is initiated when You accept Our offer set out in the Quotation, which You can do by:

(a) signing and posting or delivering a valid Quotation to Our address as set out in the Quotation, or;

(b) signing, scanning, and emailing a valid Quotation to an approved representative of OBEPR, as set out in the Quotation, or;

(c) sign and hand a valid Quotation to an approved representative or Partner of OBEPR, or;

(d) A digital signature is received on a valid quote, or;

(e) Your application with Solar Victoria if applicable is approved using a valid Quotation, and a QR code has been issued.

**1.4 Our Acceptance**

1.8 Unless otherwise specified in the Quotation, the Contract Sum is based on a standard installation, plus any listed inclusions referred to within the Quotation.

1.9 Unless otherwise specified within the Quotation or this agreement, the Contract Sum in the Quotation does not include or allow for:

(a) non-penetrating roof clamps, or non-standard rails;

(b) structural support or preparatory works, including trenching;

(c) scaffolding, scaffold stairs or lifting equipment;

(d) permanent ladders, skylight covers and anchor points

(e) switchboard, switchboard room, meter or cabling upgrades;

(f) inverter mounting structure, cage, awning, or vehicle bollards

(g) development approvals, building permits or other approvals;

(h) costs of structural engineer site visits, if required;

(i) Known Costs of the electricity network operator;

(j) Work on existing infrastructure, including upgrades of existing solar systems;

(k) removal or relocation of existing infrastructure including pool heating, antennas and anchor points;

(l) frequency control or export limiting hardware;

(m) replacement of broken tiles;

(n) geotechnical studies;

(o) variations.

1.10 Details listed in Our Quotation form the basis of Our pricing and Scope of Works and unless agreed in writing will over-rule any conflicting details that may be included within a Customer Specification.

1.11 By entering this agreement, You and any Owner of the site have approved for work to be undertaken on a premise/s, which may include the following steps;

(a) Access for site inspections prior to install, which includes an assessment of roof and opening of switchboards.

(b) Access to any electrical and structural drawings

(c) Onsite project meetings with Your key stakeholders

(d) Site audit (i.e. if VEEC’s rebate)

(e) Structural assessment/s of roof

(f) Application with DNSP to install solar

(g) Procurement of equipment

(h) Installation of roof access hardware

(i) Delivery of any site amenities and lifting equipment

(j) Installation of safety equipment

(k) Delivery of solar panels and equipment to site

(l) Installation of the System/s

(m) Electrical Shutdown/s of Site

(n) Electrical testing and System Commissioning

(o) Training handover to Your key stakeholders

(p) Final approval from DNSP

1.12 We agree to provide the Works:

(a) expediently and with all relevant approvals;

(b) in accordance with such methods, guidelines, standards and criteria recommended or required by relevant approvals and applicable law;

(c) in accordance with Best Industry Practice;

(d) in accordance with the Quotation, so that when completed, they are fit for their intended purpose.

1.13 OBEPR will be responsible for overall project management of the Works and will appoint an Accounts Manager and/or a Project Manager with the authority to manage the onsite Works and be the primary point of contact for the Customer. .

**1.15 Site Conditions**

1.16 You acknowledge that You have made available to OBEPR all information regarding the Site in the Customer’s possession.

5.3.

**2. Sale of the System**

2.1 The Scope of Works under this agreement covers all Products and Works within the quotation, referred to as the System.

2.2 Provided the conditions in section 1.2 and 1.4 have been satisfied, We agree to sell, and You agree to purchase the System on the terms of this agreement.

2.3 This agreement ends when we have finished installing and issued the CES for the System, unless We or You end it earlier in accordance with termination terms in section 6.

2.4 If We have delivered and installed the System, then after the agreement ends the guarantees and related terms in Section 11 will continue for the Guarantee Period.

2.5 (R) > Amounts specified in the Quotation are inclusive of GST.

(SB-Com) > Amounts specified in the Quotation are exclusive of GST.

2.6 If you are facing vulnerable circumstances including financial stress or illness etc. you will let Us know. We will take extra care if we become aware that you may be facing vulnerable circumstances.

2.7 Costs to upgrade or reconfigure your electricity meter have not been included in the cost of your solar system and may be charged by Your electricity distributor or meter provider as a charge on Your electricity bill.

**3. Payment**

3.1 OBEPR will issue to the Customer a valid Tax Invoice. The Customer must pay each Tax Invoice in accordance with the Payment Milestones.

3.2 (SB-Com) You may pay Us either an Initial Deposit with a credit card at the same time as You accept the Quotation, approved paperwork from Your Financier, or on invoice via direct bank transfer.

3.3 Payments up to $5,000 can be made with a credit card over the phone and larger amounts are to be paid via cheque or direct deposit.

3.4 O’Brien payment terms, unless pre-agreed otherwise are as follows;

(a) We will not commence with engineering work until this agreement has been signed and an Initial Deposit amount has been paid.

(b) You must pay Us the full Balance of the Total Deposit amount, if requested, prior to Commencement Date of onsite installation work.

(c) We will not deliver materials to site until the total outstanding deposit/s amount and agreed progress or milestone payments to date are paid

(d) You must pay Us any outstanding Balance at the same time as We deliver the System and issued You with the CES.

3.5 Title and Ownership of Materials and the System passes to The Customer when payment in full is made of the Balance, provided You have already paid the Deposit and all other amounts You owe Us.

3.6 You will be taken to have made payment on the date on which we receive Your payment as cleared funds in Our bank account.

3.7 If the Customer fails to pay any invoice or progress payment in full by the due date, OBEPR may charge interest at the Interest Rate calculated on a daily basis, on any portion of the amount that is overdue from the date the payment was due until the date payment is made.

3.8 If any part of an invoice is in dispute, the balance which is not in dispute remains payable and must be paid by its due date.

**3.9 Finance**

3.10 Financing and financial advice is not provided by OBEPR. We may provide you with an introduction to a third-party Financier, however We make no claim around the Financier or the finance Product being right for You. In the case of making an introduction, You consent to Us disclosing your contact details (which may include Personal Information) to the Approved Third Party Financier who will then independently assess your application for finance.

3.11 If using Your own Financier the General Terms & Conditions and Our payment terms for Works We provide are as per this contract.

3.12 You indemnify Us of any responsibility around Your relationship with a Financier, including; Our introduction, any change of finance rate from that quoted by Us and general issues that may arise during the term of your relationship.

3.13 You understand a Financier may have their own eligibility requirements including credit checks, security and financials. OBEPR cannot proceed to install until either (i) a deposit has been paid as per section 1.5, or (ii) a Financer has agreed to our payment terms and provided Us with confirmation to proceed.

3.14 If You are not approved for finance, it is Your responsibility to meet the Payment Milestones obligations as per this contract. Further, you understand that unless prior agreements are made with Financier, your repayments may commence prior to energisation of the solar system (see section 3.16).

3.15 We take no responsibility for Your access to credit, or the total amount approved by Your Financier, versus any additional Variations or costs that may arise during Our Project investigations. Although unlikely, payments of any extra Variations or costs are Your responsibility, as per section 5.

3.16 We take no responsibility for the schedule of repayments agreed between You and Your nominated Financier and any delays around when your solar system is energised.

**4. Change of Scope**

4.1 If there is a change to works Quoted as a result of Our onsite investigations pre-installation and engineering studies, We will provide You with notification to any changes and provide You with a request for Variation of scope and price.

4.2 If You approve any changes to scope or price, We will request written approval from You of the agreed change. If however You do not approve any proposed changes, We may offer you an option to terminate the agreement, less any expenses that We may have incurred. See section 6

4.3 If You have paid Us money under this agreement, but the scope or Price changes for reasons not related to the project investigation or Us, You may discuss terminating the agreement, less any money paid, plus any additional expenses and project losses that we may incur. See section 6.

4.4 Any communication around change of scope must be communicated with Us promptly in writing, as to avoid delay to the project and minimizing exposure to incurring further costs.

4.5 Until such time that change of scope and price are agreed upon, We will make efforts not to incur additional costs. This means the project may come to a standstill until any changes are agreed and approved.

**5. Variations**

5.1 You acknowledge and agree that it may become necessary or desirable to change or vary the Works provided in the Quotation.

5.2 If You require any change to the Works, You must notify OBEPR in writing setting out details of the changes required and We will notify You in writing any impact those changes will have on the Contract Price and the Target Program.

5.3 If however, We determine that it will be necessary to change the Works, We will notify You in writing of the proposed changes and any impact those changes will have on the Contract Price and the Target Program.

5.4 We will not change or vary the Works unless You have provided Us with written approval for the varied Works and the relevant pricing and amended Target Program.

5.5 Variation works are tied to the main contract and Variation Invoices are due 14-days from issue.

5.6 Work to replace broken roof tiles is treated as a variation, including the cost of labour. Some allowance is made in the Quotation for replacement of up to 20 tiles. See Customer responsibilities in section 8.15(J)

**6. Approvals**

6.3 You have obtained, or are responsible for obtaining any Landlord or Council approvals, permits or consents required in respect of the installation of the System at the Premises.

6.4 The sale and installation of the System, and Your and Our other obligations under this agreement, are not dependent on and will not be affected by whether and when You obtain these approvals, permits and consents.

**7. Terminating the Agreement**

7.1 We offer consumers a 10-day cooling-off period from date on Quotation to terminate a Contract with a full refund of money paid if the engagement was unsolicited. During the cooling off period We are unable to start Works.

7.2 We can only increase prices under section 5.3 if:

(a) it is reasonable to do so;

(b) we are not prohibited by law from doing so; and

(c) we give you written notice of the increase at least one week before the Target Date set out in the Quotation, or, if we have notified you of a new Target Date under section 8.10.

7.3 If we send you notice of price increase and you do not end this agreement under section 7 by the relevant date, you will be taken to have agreed to the price increase.

7.4 Money owed for terminating an agreement will be fair and reasonable to cover Project costs We incur, and as described in section 4.3.

7.5 If either party elect to end the agreement, the following steps are required:

(a) call to discuss; and

(b) provide written notice of this, by post or email, before the Target Date set out in the Quotation, or, if we have notified you of a new Target Date under section 8.10.

7.6 If the estimated timeline for Installation is not honoured by OBEPR resulting in a delay of at least 90-days, for reasons that are reasonably within OBEPR control and You wish to terminate the agreement, this may be done by You in writing, with a full refund of money paid less any physical expenses that We may have incurred.

7.7 If we or the Installation Subcontractor believes 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

7.8 If We are required to terminate the contract and remove the System or make changes because You did not obtain the correct approvals in time, or provided incorrect advice, We will do this at Your cost. See section 6.3 and 8.15.

**8. Delivery and installation**

8.1 Provided the conditions in section 1.5 and 1.6 have been satisfied, We will work to procure and deliver the System as agreed.

8.2 Provided You have paid the Balance due, We must complete the install to ensure grid connection, in accordance with the Full System Design, or as per any agreed change to scope.

8.3 We (if We install the System) or Our contractor (if We procure a contractor to install the System) must:

(a) be accredited for engaged works; and

(b) install the System in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to New Energy Tech Consumer Code; and

(c) take appropriate measures to protect people and comply with the WHS Law; and

(c) take appropriate measures to minimise disruption to the site.

8.5 After installation of the System and final payment, We will provide You with any certificates or similar document regarding the electrical safety of the System which is required by law. We will also provide Your onsite representative a system handover manual and training.

**8.6 Target Date**

8.7 We will use reasonable endeavour to deliver and install the System at the Premises by the Target Date. You agree, however, that:

(a) the Target Date is only a target and not a strict deadline; and

(b) We will not be liable to You if We fail to deliver and install the System by the Target Date.

8.8 OBEPR will not be liable for any failure to perform the Works as a result of any Force Majeure Event. In such circumstances, OBEPR may suspend performance of any Works while the Force Majeure Event continues and to the extent it is outside OBEPR’s reasonable control. OBEPR will not incur any liability to the Customer in respect of such suspension.

8.9 Where a project delay is due to a Force Majeure Event, or another event beyond OBEPR’s reasonable control, the Target Program will be adjusted by the duration of the delay.

8.10 We will notify You if We do not think we can deliver and install the System by the Target Date, and give you a new Target Date.

**8.11 Customer Responsibilities**

You grant us permission to enter and remain at the Site, and to have Our contractors enter and remain at the Site, to:

(a) conduct site inspections as required, if We think this is necessary; and

(b) deliver and install the System, at any reasonable time, provided We give you at least 3 Business Days' notice of the proposed access time.

8.12 You or Our representative must be present at the Premises for any site inspection and for the delivery and installation of the System. During installation of Works we will need adequate site access, a power outlet and access to the switchboard.

8.13 The risk of loss or theft of, or damage to, the System passes to You on delivery of the Materials to the Premises.

8.14 If installing a solar system, then You authorise a representative of Ours to connect the system to the electricity grid (or to arrange for the connection of the system to the grid). See section 8.17 below for electrical cut in and shut-downs.

8.15 During Works and Ongoing, You must:

(a) ensure We and Our contractors have convenient and safe access to all parts of the Premises necessary to conduct any required site inspections or to deliver and install the System;

(b) not hinder or obstruct this access; and

(c) ensure the Premises, including its roof, roofing material supporting structures, roof access and electrical wiring, are of integrity to be able to accommodate installation of the System;

(d) inform Us of roof concerns, leaking, damage to structural, or extra weight suspended on the underside of roof;

(e) notify Us of any faulty or non-compliant Infrastructure, such as access and switchboards;

(f) provide Us with electrical SLD’s for the site and notify Us of any known electrical supply issues;

(g) if electrical SLD’s for a site are not available, You will make every attempt to try organise for Us and You understand that additional work may be required if SLD’s are not available, which will be treated as a Variation;

(h) provide Us with potential site hazards, including an Asbestos register and You understand that asbestos works and removal are out of Scope;

(i) ensure necessary permissions and approvals are all in place for Us to install the system;

(j) ensure adequate spare tiles, if applicable, are available onsite prior to time of install, in case of tile breakages;  
(k) ensure the WiFi of the System is connected and regularly check the System is live and not displaying an error;

(l) if you believe the System Generation is not meeting modelling expectations, you must contact Us at this time;

(m) obtain written consent from the Landlord if the property is a rental property;

(n) obtain written consent from the Owners’ Corporation if the property is a strata property.

8.16 You understand that We need your WiFi password to connect the Inverter to the internet for remote access. If Your WiFi password or Internet Service Provider changes You will need to reconnect the Inverter. A service fee will apply if We are required to do this. Refer to the Inverter User manual.

8.17 You understand that the power to the Site may need to be shut-down for electrical cut-in of the solar system. Timing of the shut-down will be communicated in advance by the Installation team. It is Your responsibility to provide a site shutdown procedure if applicable, or turn off any appliances that may be at risk of damage around a power surge.

8.18 It is expected that the solar panels will have a life expectancy of at least 25-years inline with the performance warranty, and the inverters at least 10-years. As a Customer you are able to extend the warranties at an additional cost at time of sale. If Products become damaged or reach end-of-life, We will be happy to connect You with recycling programs for responsible disposal.

**8.19 Practical Completion of Project (PC)**

8.20 The project is deemed to have reached Practical Completion (PC) when We have completed the onsite installation work onsite and issued the Certificate of Electrical Safety (CES). Minor works, testing and commissioning may still occur post PC.

**9. System Maintenance and Warranties**

9.1 It is Your responsibility to check and maintain the System, and in accordance with Maintenance Documents provided.

9.3 For a Performance Guarantee to be valid, if offered, a System will need an onsite electrical service via an O&M Agreement with O’Brien Electrical once every 24-months.

9.4 An Ongoing Operation and Maintenance Agreement is not included within the Scope, unless specifically included in the Quotation.

9.5 Ongoing Operation and Maintenance work can be procured with the system at any time, however this is outside of The Scope of Install Works and thus a separate agreement will be issued.

9.6 OBEPR provides a Workmanship Warranty & Guarantee of 5-years as standard for residential systems and 2-years for commercial systems.

9.7 The Workmanship Warranty for general electrical and switchboard works is not included in section 9.6 and is only 12-months. Switchboards are not included in extended or all-of-system warranties.

9.8 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.

9.9 If You believe a Representative of Ours has caused damage to your property during the installation of the System at your Installation Address, You must notify us of the damage within 6 months after installation of that System, or a period as deemed reasonable in the circumstances for You to identify the presence of such damage You must then allow us to assess the damage as to either claim on insurance, deny fault, rectify or contract to an appropriately qualified third party to repair that damage.

**10. Rebates & Environmental Financial Incentives**

10.1 We calculate the Site-Specific Performance Estimate for the System at the Site in accordance with the CEC System Design Guidelines.

10.2 A rebate or environmental discount may be offered either upfront as a Point-Of-Sale Discount, redeemable post install, or redeemed annually.

**Small Technology Certificates (STC’s)**

If STC’s are applicable the following sections will apply;

10.3 We calculate the STC financial Incentive based on:

(a) the proposed Target Date to achieve PC

(b) the maximum quantity of STC certificates that can be created in respect of the System under law, taking into account the Site-Specific Performance Estimate; and

(C) the estimated monetary value of that quantity of STCs, based on

the year to be installed and the estimated market pricing for certificates.

10.4 Unless otherwise agreed in writing, all STCs and the rights to create, register, receive, trade, surrender or assign them will, at all times, remain the property of OBEPR.

10.5 You must take all steps as reasonably required to enable Us to create and validate Our ownership in the STCs, including signing the prescribed STC re-assignment forms within five Business days of being requested to do so by Us, responding to the CER in a timely manner and providing true and accurate information to Us and CER in relation to the STCs.

10.6 If, for any reason, the System is not eligible for the STC’s quoted, the STC price drops in value by more than 10% at time of install, or You do not comply fully with its obligations in this section, You must pay to OBEPR an amount equal to the STC variation sum within 30 days after We give notice for You to do so.

10.7 It is understood and agreed that OBEPR is not required to energise the System until the STC reassignment form, duly completed and signed.

10.8 You may be invoiced an extra amount for the STC financial incentive If you do anything that:

(a) delays assignment of the STC’s to Us.

(b) obstructs or avoids STC assignment under section 10.3;

(b) reduces the maximum quantity of STCs that can be created in respect of the System; or

(c) renders the System ineligible for the creation of STCs

10.8 If STC are not eligible or redeemable as a result of section 10.6 then we can increase the Total Price by the amount of the STC Incentive, and you must pay Us the STC Incentive within 10 Business Days of us invoicing you for it.

10.9 Section 5 does not apply to any increase of the Total Price increases under section 10.6, and you cannot end the agreement as a result of a price increase, or refuse to accept it.

**10.20 Solar VIC rebate and Interest free loan**

10.21 (R) > To apply for the $1,400 Solar VIC rebate and Interest Free Loan, You must meet income eligibility criteria ([see here](https://www.solar.vic.gov.au/solar-panel-rebate#am-i-eligible)).

10.22 To make an application to Solar Vic for the rebate and Interest Free Loan, You must first sign Our contract. Solar VIC will require a copy of Your prior year income statement.

**11. System Guarantees**

11.1 Subject to section 11.2, we guarantee:

(a) Our workmanship, and the workmanship of our Contractors, in installing the System; and

(b) the operation and performance of the System, will be free from fault or defect for the warranty periods, commencing on the date the System is installed (Guarantee Period), and We will repair any such default or defect notified to Us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable time frame at no cost to You.

(c) responsibility for certifying equipment as required to be certified by Law

11.2 The guarantee in section 11.1 will not apply where:

(a) the fault or defect is not notified to Us within the Guarantee Period; or

(b) the fault or defect is a result of something done by You or someone else, and not Us or Our contractors; or

(c) something beyond human control that occurred after installation, e.g., an extreme weather event;

(d) the System being misused, abused, neglected, or damaged after installation;

(e) the System being maintained other than in accordance with the Maintenance Documents and section 9.1; or

(f) the System being repaired, modified, re-installed, or repositioned by anyone other than a service technician approved by Us in writing.

11.3 The guarantee in section 11.1 is additional to any other guarantee or warranty You may have:

(a) from the manufacturer of the System; or

(b) under any applicable law, including the Australian Consumer Law, although these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case, and tell You the costs payable. The costs will be payable in advance.

11.4 During the Guarantee Period, We will provide reasonable assistance to You in making any guarantee or warranty claim against the manufacturer of the System, including acting as Your liaison with the manufacturer.

11.5 To ensure 11.2 does not void Workmanship or All-Of-System warranties, You are required to have the system serviced bi-annually according Maintenance Documents provided.

11.6 A Performance Guarantee is not offered as standard, unless specified with a tender specification. To receive a Performance Guarantee, You are required to enter an O&M agreement with OBEPR to have the system serviced annually and monitored in-house.

11.7 You understand that the actual performance of a System is subject to a number of variables including, but not limited to the number of hours of sunlight, cloud cover and weather patterns; ambient temperature; dirt and other surface pollutants; the location of the System, tilt and orientation; and the location of surrounding structures and flora. The impact of these factors may be taken into account in determining Our responsibility if the performance of the System is lower than anticipated by you. Shading obstructions may also affect maximum performance of a System (such as surrounding structures and flora).

11.8 Our all-of-system Warranties and guarantees do not provide compensation for loss of generation.

**12. Defect Liability Period**

12.2 At any time up to the expiry of the Defects Liability Period, the Customer may request OBEPR to attend the Site to rectify an omission or defect in the materials or the works. OBEPR will, at its own discretion acting reasonably, determine if there is a defect.

12.3 If OBEPR determines that there is a proven defect in the materials or the works, OBEPR will, at its option, in a proper and workmanlike manner, either:

(a) repair the Materials or Works; or

(b) replace the Materials or resupply the Works; or

(c) pay the costs of providing replacement Materials or having the Materials or Works repaired.

12.4 Without limiting any express warranty given by OBEPR to the Customer, OBEPR will not be responsible for any defects which in the opinion of OBEPR, acting reasonably, are due to or resulting from:

(a) unreasonable use or failure to use correctly in accordance with the Operations and Maintenance Manual;

(b) unauthorised acts such as modifications or repairs undertaken by the Customer or an unauthorised person;

(c) lack of proper maintenance, service or care;

(d) any events outside the reasonable control of OBEPR (for example environmental or weather conditions).

**13. Conflict Resolution**

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

(a) calling Us on Our telephone number as set out in the Quotation; or

(b) by email.

13.2 Any Dispute must be notified in writing by either party to the Superintendent and the other party (Dispute Notice). A Dispute Notice must set out details of the Dispute or complaint, the facts relied on and the outcome sort.

13.3 If the Dispute remains unresolved 10 Business Days after receiving the Notice of Dispute, the representatives of each party must make a reasonable effort to discuss the Dispute.

13.4 If the Dispute does not have an agreed resolution path by the expiry of 20 Business Days after the Notice of Dispute is given, either party may refer the dispute to mediation.

13.5 If You are not satisfied with the outcome of Your complaint, You can refer the complaint to the relevant Fair Trading or Consumer Affairs office in Your state or territory. Contact details for Victoria can be found at; <https://www.consumer.vic.gov.au/contact-us/resolve-your-problem/general-complaint>

13.6 Parties must attempt to resolve all Disputes under this clause before starting any court proceedings, other than court proceedings for interlocutory relief.

13.7 If a Dispute remains unresolved 60 Business Days after the Dispute Notice date, either party may commence court proceedings in relation to the Dispute.

13.8 Any information or documents disclosed by a party during the Dispute resolution process:

(a) must be kept confidential; and

(b) may only be used to attempt to resolve the Dispute.

**14. Confidentiality**

14.1 We will comply with all relevant privacy legislation in relation to Your personal information. Signatories have obligations under the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth) in relation to collection, use and disclosure of information.

14.2 Subject to the Acts in section 14.1, We may use Your personal information for;

(a) the purpose of the intended sale

(b) future marketing to You of Products and services

14.3 If you have any questions in relation to privacy, You can contact Us by:

(a) calling Us on Our telephone number as set out in the Quotation; or

(b) giving Us written notice of this, by post or email.

14.4 You will ensure the designs, recommendations, pricing, and details with the quotation remain Commercial-in-Confidence.

14.5 The Customer and OBEPR must each protect and preserve the confidential nature of all information that was made available to each other in confidence, including customer details, confidential installation manuals, plans, drawings, quotations, designs, specifications, price lists, rates and any confidential correspondence (Confidential Information).

**15. Default**

15.1 A default occurs, If:

(a) the Customer commits a breach of this agreement and has not remedied the breach within seven days of being given notice in writing by OBEPR to do so; or,

(b) The Customer fails to pay any amount when due; or

(c) OBEPR has any reasonable grounds to believe that the Customer may not be able to make due and punctual payment to OBEPR of any monies owing by the Customer, or the Customer is in default or has failed to make any payment due under this agreement; or

(d) the Customer goes into bankruptcy, liquidation, or administration;

(e) the Customer is wound up or an application is made to wind up the Customer or declare the Customer bankrupt, then all monies payable by the Customer to OBEPR may, at OBEPR’s election, become immediately due and payable, despite the due date for payment not being reached.

15.2 In addition to any other rights at law and as permitted under this agreement, OBEPR may do any or all of the following:

(a) terminate this agreement;

(b) withhold further delivery of any Materials;

(c) cease undertaking any Works.

15.3 If We end this agreement under section 13 You must pay Us any costs We incur as a result of ending the agreement, and any costs We have already incurred in respect of the delivery or installation of the System.

15.4 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.

15.5 In the event where your overdue account is referred to a collection agency and/or law firm, the Customer will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

15.6 To the maximum extent permitted by Law and, in addition to any other rights, You irrevocably agree that if You have not made payment in full to OBEPR by the due date for such payment, OBEPR may notify the Customer and the Customer must not unreasonably object to allowing OBEPR to repossess the Materials. The Customer (and its successors and assigns, including any administrator, receiver or manager or liquidator) must not object to or obstruct OBEPR or its agents, from entering the Site for this purpose and indemnifies OBEPR from any claims arising from or loss incurred by OBEPR in relation to the repossession or removal of the Materials from the Site.

**16. General Notices**

16.1 Any notice under this agreement must be in writing and signed by the sender or by an authorized representative of the sender and sent to or left at the address of the addressee in the Schedule or, if the addressee has previously notified the sender in writing of an alternative address for notices, that alternative address.

16.2 If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00 pm in the place of receipt, it is regarded as having been received at 9.00am on the following Business Day.

Assignment and novation of the agreement

16.3 Neither party can assign its rights or novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.

Sub-contracting

16.4 We may subcontract any of Our obligations under this agreement to a third party, provided that:

(a) if We subcontract any obligations:

(b) We will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement;

(c) We will continue to be liable to You for the performance of Our obligations under this agreement, even though We have sub-contracted one or more of those obligations; and

(d) We will be liable to You for the acts and omissions of Our subcontractors, as if these acts and omissions were Our own; and Our obligations in relation to the design or installation of the System can only be subcontracted to a CEC Accredited Installer.

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

16.6 OBEPR is not responsible for any change to electricity pricing as a result of installing solar. Your electricity contract/tariff may change following the installation of solar, and We recommend checking with Your Retailer before signing a contract.

16.7 OBEPR is not responsible for any change to insurance premium as a result of installing solar. Your insurance premiums may change following the installation of solar, and We recommend checking with Your Insurer before signing a contract.

**Severance**

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

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

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

**17. Sales Partners**

17.1 You understand that OBEPR may use a Sales Partner to assist with the Sale of this system, whom may work with You on agreements around the Quotation and Scope or Works. Sales Partners include all other members of Our Network.

17.2 You understand that OBEPR take no responsibility around agreements made with Sales Partners that are not clear within the Quotation. It is the Customers responsibility to ensure that all agreements made with the Sales partner are known by OBEPR, prior to signing this agreement.

17.3 Agreements with a Sales Partner that were not made clear to OBEPR prior to signing this agreement will be excluded from scope, or included as a Variation.

17.4 Once this contract is signed by the Customer the project is handed over to the OBEPR Delivery Team. Any issues with the Installation or invoicing will need to be directed directly to OBEPR.

**19. Meaning of capitalized terms in this agreement**

Agreement to Supply and Install Solar PV Works – On approval of Our Quotation, OBEPR will issue an overarching agreement outlining the details of procurement and payment milestones. The General Terms and Conditions are attached to the Agreement to Supply and Install PV Works

Alert Monitoring - These are automatic error alerts that are emailed via the internet to OBEPR

All Of System Warranty – Is a warranty covering any issues for performance, Materials and Workmanship. See section 11.5 for eligibility.

Australian Consumer Law - means the Australian Consumer Law, Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Balance - means the amount specified as such in the Quotation, subject to any adjustment of this amount in accordance with section 5.15.14.1or 10.6.

Best Industry Practice – This refers to Products and install practices that are known within the Industry to be the best approach.

Building – means the building/s that we will install solar.

Business Day - means a day which is not a Saturday, Sunday or public holiday in the relevant location in Australia.

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

Certificate of Completion - Is a certificate issued by Our Project Team to inform a Customer that Practical Completion has been achieved.

CES – Certificate of Electrical Safety is the electrical documentation provided by an Electrical Inspector to confirm that the system is electrically safe to turn on.

New Energy Tech Consumer Code - means the Clean Energy Council System Design Guidelines for Accredited Designers.

Commissioning – This is the time of system tests, handover, and training.

Confidential information – See section 14.

Contract - refers to the quotation, details of described works and the full terms and conditions provided at the time.

Contract Price - refers to the total net price to Customer, which may include a Point-Of-Sale Discount of the Contract Sum.

Contract Sum – This is the total gross price before any Point-Of-Sale rebates have been discounted.

Contractors – Includes anyone that OBEPR engages to assist with delivery of the solar system.

Customer – refers to the entity procuring the solar from Us.

Com – This defines sections of T&C’s for Commercial customers with a turn-over greater than $5M.

Commencement Date - Is the date scheduled for practical onsite installation works.

Commercial-in-Confidence – Must remain Confidential and cannot be shared with anyone that may be considered a competitor.

Commercial Works contract - This a comprehensive contract designed for Major Works and falls outside of New Energy Tech Consumer Code.

Customer Specification – This is the specification provided by the client, that will outline requirements as determined by their consultants prior to tender. As specifications are often generic, outdated or not best practice, O’Brien may decide to provide a Quotation that conforms, yet deviates away from some requirements within a specification.

Delivery Team – Manage the installation and delivery of a project once the deposit has been paid and information is handed over by Sales.

Deposit - means the amount specified as such in the Quotation, subject to any adjustments of this amount in accordance section 5. If there is no Initial Deposit paid, the total Deposit amount will be invoiced with 14-day payment terms.

Dispute - means any dispute or difference that is in any way connected with,

or arises out of or in relation to this Contract (including the interpretation or termination of this Contract) or the Works, whether that dispute arises before or after the ending of this Contract.

DLP – Is the Defect Liability Period. See section 12.

DNSP means - Distribution Network Service Provider for the area.

Force Majeure Event - means an event or occurrence outside a party’s reasonable control, as a direct or indirect result of which the party relying on the event is prevented or delayed in performing its obligations under this agreement (other than a payment obligation) and includes:

(a) a weather event or natural disaster such as fire, storm, flood, or earthquake as well as heatwave conditions or wind and rain events which makes the working conditions unsafe;

(b) war or other state of hostilities;

(c) a maritime or transport strike;

(d) a material disruption to electricity supplies

Full System Design - includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations.

General Terms and Conditions (T&C’s) – The general terms and conditions for the procurement and installation of commercial solar works are provided in this document. These are the overarching T&C’s, unless specific agreements have been itemized and approved within the Quotation

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

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

Guarantee Period – Commences from date of issuing the CES and covers the period for workmanship by OBEP in section 11.

Head Contractor – The supply and install of Works with the Head Contractor issuing this Agreement, which in most cases will be Us.

Initial Deposit – This is a convenient ‘part-deposit’ amount offered at time of quotation approval, which can be paid with a company cheque, or over the phone with a credit card. Credit card payments more than $5,000 will incur a 2% bank processing fee.

Interest Rate means - the Commonwealth Bank of Australia’s reference rate for business loans, available to prime commercial customers plus 5%.

Known Costs – These are all costs that are known and required to undertake the works and does not include costs that could not have been foreseen at time of quoting, or outside of the Scope of Works. Unknown costs may include testing and grid studies as requested by the Network Operator.

Latent Conditions – latent conditions are those that cannot be identified during site inspection and following reasonable investigation.

LGC’s means Large Scale Certificates –The LGC offtake agreement is a contract between the Power Station Owner (the supplier) and Green Energy Trading (the buyer) to agree the pricing terms under which You will create and purchase future LGCs from eligible electricity generated by the Power Station under the accreditation entitlements. The Large-scale Renewable Energy Target (RET) is currently legislated to end on 31 December 2030.

Major Works - This defines any work over $40K in value.

Maintenance Documents - means the System maintenance documents listed in Attachment 2 to this agreement.

Materials – This refers to all materials required to install the system.

NETCC (The Code) - The New Energy Tech Consumer Code, previously known as the CEC Solar Code of Conduct is an ACCC authorised code. This code is written to protect the residential consumers against dodgy practices and extends to small businesses that may have limited funding to access legal advice. See link [here](https://assets.newenergytech.org.au/uploads/New-Energy-Tech-Consumer-Code.pdf) for latest version.

OBEPR – O’Brien Electrical and Plumbing Rowville

Ongoing Maintenance – This is the agreed period within this agreement for Us to maintain and service the system. Unless specified, this includes spot cleaning of a few solar panels only and not cleaning of all panels.

O&M Agreement - Operation and Maintenance – A solar system should be checked over and maintained on an annual basis. OBEPR offer this service along with In-house monitoring through our O&M Program. See section 9. Unless specified, this includes spot cleaning of a few solar panels only and not cleaning of all panels.

Our Warranties & Guarantee – This is the warranty or guarantee period offered by OBEPR, and made void if annual O&M servicing does not take place. See section 9.6 and 11.5.

Outstanding Deposit - means the outstanding balance to finalize Deposit payment. If there was an Initial Deposit paid, the deposit balance due will be invoiced to You for payment, 2-3 weeks prior to time of installation.

Partner Contractor – The Partner Contractor works under the Head Contractor and may assist with the sale, supply, project management, installation, training, and ongoing servicing of the system.

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

Payment Milestones – See summary in page 3 of agreement.

Performance Guarantee – This is a guarantee that may be offered to Customer to provided reassurance around business case modelling for solar, or when an O&M agreement is in place. As standard, OBEPR does not offer a Performance Guarantee.

Point-of-Sale Discount – This is an amount offered upfront to reduce the Customer purchase price of the solar system. STC and VEEC’s may be offered as a point-of-sale discount of the total price..

Post Practical Completion Obligations – This may include requirements stipulated by the DNSP and items listed in section 8.19.

Practical Completion PC – see section 8.19

Premises mean - the premises at the address specified in the Quotation.

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

Project Completion (PC) – See section 8.19

Program of Works – is a Gantt chart outlining all steps required to completed project and includes a detailed schedule for the proposed timing of works listed in section 1.12

Point-Of-Sale-Discount – is the value offered upfront, as a discount off the total price. The total amount due by the client is therefore the total price of the system, including Variations, less any Point-Of-Sale Discount amounts.

Quotation – means the most recent quotation provided to You describing the goods to be installed, pricing and any point of sales discounts. If a quotation has passed the validation date at time of proceeding, it will be either reissued or validated by adding to Annexure A, which is attached to the Install of Solar PV Works contract.

Rebates – Rebates may be offered upfront, redeemable later, or both as a Point-of-Sale Discount – See section 10.

R-SB – This abbreviation represents T&C’s for Residential and also Small Businesses only. See definition for Small Business below.

Sales Partners – See section 17.

Scope of Works – means all work that is required to complete the work as per section 1.11. Scope of Works does not include any items that are listed as an exclusion within the Quotation, were not clear at time of quoting, or could not have been reasonably known at time of quoting.

Site – Means an entire site, including access to roadways, vacant land, undercover parking, storehouses, ceiling spaces, rung ladders, MSB’s, DB’s, gate-meters, generators, transformers, existing cable trays, electrical risers, electrical pits, and also other Buildings that we are not installing solar.

Site Investigation - This is a technical assessment by a Project Manager or Electrician to determine site requirements and assess for any latent conditions. Commercial projects will all have a Site Investigation prior to proceeding to install, as per section 1.6(a).

Site Shut down - This refers to turning off the electricity to the site. See section 8.15

Site Specific Performance Estimate for System – Is the modelled solar generation of a system which is based on the proposed panel layout, Site location and historical weather data.

Small Business Customers- The New Energy Tech Consumer Code limits Small Business to an operation that employs less than 20 people across associated entities. To avoid ambiguity, Our definition of Small Business is also limited to $5M annual turnover and 40KW of Solar. A Major Works contract is required with comprehensive T&C’s prepared by OBEPR for all commercial work over $40K+GST.

Solar VIC rebate and Interest Free Loan - This rebate and loan is limited and offered to residential under the solar homes program, and Business customers under the Solar for Business Program ([See here](https://www.solar.vic.gov.au/solar-panel-rebate#am-i-eligible))

Specification – is the description of works as provided by the customer. Although details of a specification are not all contractual, the Quotation and pricing are prepared based on the details within.

STC means a small-scale technology certificate - created under the Renewable Energy (Electricity) Act 2000 (Cth). STC Incentive means the amount specified as such in the Quotation.

System - means the solar photovoltaic system and any other equipment we are to deliver and install at the Premises under this agreement, as itemised in the Quotation.

System Manual – Once the system has been paid for in full, the system will be handover to the Customer and system manual issued. The manual contains;

(a) Start up and shutdown procedures;

(b) Certifications;

(c) As-Builts;

(d) Data-sheets;

(e) Maintenance

System Commissioning - This occurs once the CEC has issued, a handover document has been provided, and approval has been granted to energise the system by the appropriate DNSP..

System Price – means the same as Total Price Due, less any rebate that has been assigned upfront as a Point-of-Sale Discount.

Target Date - means the date specified as such in the Quotation or Target Program, subject to any variation of that date in accordance with section 8.6.

Target Program - means the program around the proposed Scope of Works, as agreed at any project stage..

Tax Invoice – Invoicing issued as required by Australian law, with GST.

Terms and Conditions - This refers to the full terms and conditions within the Contract Agreement. This may be provided as a link from the shortened terms and conditions attached to quotation.

The Customer – Is the system Owner/s. This terminology is used to distinguish between the party procuring the solar system and the end Owner or Owners of the system, whom may be different.

Total Price Due – means the total balance payable to Us. I.e., the Contract Sum including any variations, less any rebate or progress payments that we have received for the system.

Variation – is issued if there is any change in program, scope, Products, project requirements, or price.

Victorian Energy Efficiency Certificates (VEEC’s) - If a solar system is over 250KWp in size, an existing site and installed in Victoria, a system Owner may be eligible for a one-off project assessed rebate known as VEEC’s.

Warranty Support – ongoing support offered to The Customer if there are any issues with the Materials or Workmanship. The Head Contractor is responsible for managing any warranty concerns.

Workmanship Warranty - Attached to the labour and workmanship component of the installation. This is 5-years as standard for residential systems and 24-months as standard for commercial systems.

Works - refers to all work required to complete the project.