

RESIDENTIAL SYSTEMS - TERMS AND CONDITIONS

THESE ARE THE STANDARD TERMS AND CONDITIONS APPLYING TO THE SUPPLY AND INSTALLATION OF RESIDENTIAL SYSTEMS, AND PROVISION OF RELATED SERVICES, BY THE HUBSTA INTEGRATED POWER SYSTEMS PTY LTD TRADING AS HARBOUR ENERGY (ABN 57 623 770 945).

1 SUPPLY AND INSTALLATION

1.1 Harbour Energy shall supply the System to the Customer and install the System on the Premises, connecting the System to the meter box for connection to grid.

1.2 Unless explicitly stated in the Customer accepted Proposal (or quote), the following work is outside the scope of the installation and charged at Harbour Energy's ordinary work rates (as advised):

- a) upgrading metering enclosures;
- b) provision of data services to the System, including any necessary network upgrades;
- c) metering requirements that are outside Harbour Energy 's standard metering scope;
- d) upgrades to electrical boards required by or charges made by supply authorities or electricity retailers; and
- e) Lightning protection, roof walkways, fixed ladders, permanent roof safety anchor points.

2 WORKMANSHIP WARRANTY

2.1 In addition to its statutory warranties, Harbour Energy warrants that the System will be correctly installed and its components will meet the agreed specifications.

2.2 Harbour Energy provides a total of 10 years workmanship warranty valid from completion of the installation; covering installation of products to product specifications and BOS defects. The warranty is limited to Harbour Energy rectifying workmanship or BOS defects only at its own expense and in a reasonable timeframe. Covers defects identified by the Customer notifying Harbour Energy within the 10-year warranty period.

2.3 Any warranty in relation to products supplied to the Customer by Harbour Energy under this Contract is limited to the warranty given by the manufacturer of these products and, to the maximum extent permitted by law, Harbour Energy gives no additional warranties in relation to any non-proprietary Harbour Energy products.

3 CUSTOMER RESPONSIBILITIES

The Customer warrants that:

3.1 the installation site is safe and is free from dangerous materials, chemicals or toxins, including asbestos; and

3.2 all electrical services, metering and cabling at the installation site are in compliance with relevant regulations and are safe.

3.3 they are the sole or joint owner of the Property (the Property on which the system will be installed) or that they have written legal authority to install the System.

3.4 they will provide all reasonable access necessary for the provision of the contracted System(s) and/or Services. Failure to provide reasonable access may result in additional charges to the Customer at HARBOUR ENERGY ordinary work rates or termination of the contract.

The Customer agrees that:

3.5 warranties in relation to the components or products supplied to the Customer by Harbour Energy are the responsibility of the manufacturer of these components or products;

3.6 Harbour Energy is not directly responsible for the performance of individual components, but Harbour Energy will provide reasonable assistance to the Customer in relation to any warranties;

3.7 Harbour Energy is not responsible for existing poor-quality roof structures or membranes, repairs to the structure of the Premises, structural engineering or certifications related to the support structure; the owner warrants as part of this offer that the roof is sound.

3.8 any cost associated with servicing, transporting or otherwise replacing any equipment falls outside the warranty in clause 2.2 and will be at the Customer's expense;

3.9 installation dates may be extended by Harbour Energy where delays occur due to matters beyond Harbour Energy 's reasonable control;

3.10 any claim against an installation or workmanship warranty is subject to the Customer providing access to the Premises during normal working hours to conduct an installation fault check before conducting any further site visits to support the warranty; and

3.11 in the event that Harbour Energy finds an installation fault to be caused by the Premises, the Customer must bear the cost of rectifying the fault and compensate Harbour Energy for any costs incurred in finding the fault.

3.12 if the System uses Customer provided data services (e.g. local Wi-Fi) it is the responsibility of the Customer to maintain this service. If an on-site Harbour Energy visit is required to re-establish or fix Customer supplied data service, then the Customer must compensate Harbour Energy for any costs incurred.

3.13 Harbour Energy has the Customer's permission to remotely monitor and diagnose the System and to use the collected data for the provision of services, goods and warranty under this Contract. Any failure to maintain Customer provided data service to the System will void reliant provisions of this Contract, specifically including, but not limited to, installation warranty and warranty support.

3.14 Harbour Energy reserves the right to identify the type of defect and cause of any equipment or installation failure and will not repair or replace the System, or cover the System under warranty, if damage is due to:

3.15 accident, negligence of the Customer, misuse, theft, vandalism, fire, water, hail, or other peril;

- a) conditions outside the specification or normal operation of the products including, but not limited to, electrical power, electrical or electromagnetic interference, excessive temperature, excessive humidity or dust;
- b) any repair, relocation or alteration of a System not performed by Harbour Energy;
- c) any cause other than normal use; or
- d) the System being damaged due to faults in the equipment or Premises of the Customer.

4 THE SYSTEM

4.1 Title and property of the System will only pass to the Customer when the final payment is made. Until such time:

- a) property ownership and title of the System remains with Harbour Energy and the Customer agrees to hold the System as a Bailee for Harbour Energy;
- b) Harbour Energy may at any time terminate any agreement relating to the System and the bailment without notice to the Customer and may thereupon take possession of the System;
- c) the Customer authorises Harbour Energy, including its agents or contractors, to enter the Premises to take possession of the System and use all reasonable means to obtain possession; and
- d) the System may not be sold by the Customer.

4.2 The Customer assumes all physical risks for the System, including damage, theft or other loss, upon delivery of the System to the Premises.

4.3 The Customer indemnifies Harbour Energy against any damage, theft or other loss of the System if the Customer has not completed full payment for the System.

4.4 The Customer agrees that any associated metering or other costs between the Buyer and Energy Supplier or other third parties is an additional cost to the Customer and is not the responsibility of Harbour Energy.

5 PAYMENT

5.1 Unless otherwise agreed, the Customer shall pay for the System in accordance with payment schedule specified in the Quotation which is typically

- a) 10% upon acceptance of the quote provided by Harbour Energy
- b) 40% upon delivery of the System to the Premises, being the day on which the System arrives on the Premises;
- c) 50% due on completion of the installation irrespective of the state of meter upgrades.

5.2 Failure by an Energy Supplier to deliver or install metering equipment shall not affect the Customer's payment obligations in clause 4.1

5.3 Interest shall be charged at 5% per month on overdue amounts.

5.4 Should Harbour Energy be required to engage legal assistance or debt collectors to recoup outstanding funds, the fees, commissions, expenses of the engaged third party are accepted and to be paid by the customer

5.5 Harbour Energy will not issue a Certificate of Compliance until the System Price, including any interest charged, is paid in full by the Customer.

6 GOVERNMENT REBATES

6.1 Unless specifically requested the Customer agrees to assign immediately any Solar Rebates to Harbour Energy in exchange for a point of sale discount from the Full System Value.

6.2 Under clause 6.1, the Customer authorises Harbour Energy to submit any relevant application to any relevant Authority for the Solar Rebates.

6.3 The value of the Solar Rebates is agreed by the Customer and HARBOUR ENERGY to be the amount stated in the accepted quotation.

7 STATEMENTS

7.1 The Customer agrees that the System, including its performance and limitations (including shading problems) has been explained to them.

7.2 Panel capacity is based on standard test conditions and real-life output may vary.

7.3 Harbour Energy has taken reasonable care to ensure information regarding government assistance schemes and electricity projections are correct at the time of publication. Such information is subject to change without notice.

7.4 Harbour Energy is not responsible for any inaccuracies, or for any losses caused to the Customer by changes in government assistance schemes or other programs.

7.5 All projections of electricity generation and performance (financial or otherwise) have been prepared in good faith but are illustrative only and Customers are to seek their own independent advice.

8 SYSTEM COMPONENT LIABILITY

8.1 To the extent permitted by the Consumer Law or other applicable law, Harbour Energy gives no warranty or guarantee in relation to the individual components or products that comprise the System, including the performance of such individual components or products.

8.2 Harbour Energy shall use reasonable endeavours to facilitate any warranty or guarantee provided by the manufacturer for the benefit of the Customer.

8.3 Except as permitted by the Consumer Law or other applicable law (including section 64A of the Consumer Law), the liability of Harbour Energy is limited, to the extent that it is fair and reasonable, to the following:

- a) the supply of a replacement System or an equivalent System;
- b) the repair of the System;
- c) the payment of the cost of replacing the System with an equivalent System; and
- d) the payment of the cost of having the System repaired.

9 SOLAR GENERATION PERFORMANCE AND MONITORING

9.1 Harbour Energy warrants, that if and when any System is installed, that HARBOUR ENERGY will use best practice methodologies to install the System and estimate the performance of the System.

9.2 Under no circumstances does Harbour Energy provide any Guarantees or warranties on the financial returns of a System.

9.3 By default, Harbour Energy does not monitor the System. It is the responsibility of the Customer to monitor the System. Harbour Energy is not responsible where the Customer has failed to monitor the system and have failed to notify Harbour Energy of problems within a reasonable period of time.

10 TERMINATION

10.1 A party may terminate this Contract by providing written notice to the other party in any of the following events or circumstances:

- a) if the other party is in material breach of any of the terms of this Contract which is capable of remedy and fails to rectify the breach within thirty (30) days of the receipt of notice from the first party requesting such rectification;
- b) if the other party is in material breach of any of the terms of this Contract which is not capable of remedy;
- c) if the other party passes a resolution for winding up or liquidation (except for the purposes of restructuring or amalgamation);
- d) if a receiver and/or manager is appointed in respect of any property or assets of the other party;
- e) if the other party enters into any scheme of arrangement for the benefit of creditors; or
- f) if any petition is presented to wind up the other party.

10.2 If Harbour Energy believes the installation of the System or provision of Services is unsafe or is unsuitable for the Customer's Premises, Harbour Energy may by notice, cancel this Contract and Harbour Energy will refund the amount towards the Amount Payable as at the date of cancellation in order for the cancellation to take effect.

10.3 If the Customer fails to pay any sum due under this Contract by the due date, Harbour Energy may by notice, in addition to its other rights under this Contract, suspend providing the System or Services, until all overdue amounts are paid.

11 DEFINITIONS

Ancillary Equipment includes metres, enclosures, boards and other equipment which form part of, are connected to, or are necessary for the proper functioning of the System.

Authority means any federal, state or local government or statutory authority, corporation or similar entity.

BOS Balance of System (BOS), defined as all components of the system which don't have a warranty defined by the component manufacturer.

Certificate of Compliance includes a Certificate of Compliance - Electrical Safety (CCES), or such other certificate as may be required by the relevant industry or Authority from time to time.

Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (The Australian Consumer Law).

Customer means the person to whom the System is being provided or upon whose Premises (or Site) the System is being installed.

Energy Supplier includes any supplier, retailer and distributor of electricity, electrical systems and related equipment or services.

Premises means the site on which the System will be installed.

Solar Credit includes Renewable Energy Certificates (REC), Small-scale Technology Certificates (STC), grants, rebates, credits or other similar benefits from the Commonwealth or State Government in relation to the generation of renewable energy under current laws or successor laws.

System means the solar power system supplied by Harbour Energy, including work and services connected with its installation.

Out of Pocket Investment means the amount payable by the Customer to HARBOUR ENERGY for the System, includes GST, any variations, additions or updates agreed between the parties, and interest charged by HARBOUR ENERGY to the Customer.

Full System Value means the total value of the system before Taxes, before Rebates, Discounts or Solar Credits have been applied.