Solar & Battery Proposal

ekcenergy"

Example

123 EXAMPLE STREET MELBOURNE VIC 3000

6.6 KW SYSTEM WITH 1 X REDBACK SMART HYBRID **INVERTER & 4.8KWH BATTERY**

Prepared by Telephone Email Date

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Email

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SAVE ENERGY. SAVE MONEY.

Echo Group Corporation Pty Ltd Trading as ekoenergy 61-65 Geddes Street, Mulgrave VIC 3170





Dear Example

Thank you for the opportunity to discuss your solar and battery storage requirements – we're excited to partner with you in reducing your energy consumption and CO2 emissions.

WHY ekoenergy?

Australians have seen a significant rise in their electricity prices over the past 5 years with prices continuing to rise. NOW is the time to look for better, more sustainable ways to save money and future proof your home.

Installing a ekoenergy quality Tier 1 solar and battery storage system offers you:

- ✓ Reduced energy costs
- ✓ A rapid and generous return on your investment
- ✓ The ability to future proof your home against increasing electricity costs
- ✓ Access to energy from the sun, a plentiful source of free, renewable energy
- ✓ A significant reduction in your carbon footprint
- ✓ The ability to store excess energy produced by your solar system during the day for use at night.







Proposal Summary

This quote includes the complete solar system and battery storage, installed by a Clean Energy Council accredited solar installer, presentation of an Electrical Safety Certificate and comprehensive manufacturer product warranties. See Terms & Conditions for more details.

6.60kW	QUANTITY	BRAND	PACKAGING PRICE	
SOLAR PANELS	24	PREMIUM 275W MODULE JA SOLAR/Q CELLS	INCLUDED	
6.6 KW SYSTE	M WITH 1 X RE	DBACK SMART HYBRID	INVERTER & 4.8KW	H BATTERY
MOUNTING FRAME	1	HOPERGY	INCLUDED	
ROOF TYPE		TIN	INCLUDED	
TOTAL SYSTE				\$20,506.00
COMPLIANT SWITCI	COMPLIANT SWITCHBOARD			
METER INSTALLATIO	METER INSTALLATION NOT REQUIRED			
EXTRA INSTALL	ATION COST	S		\$0.00
TOTAL STC DI			STC's	-\$3,208.50
YOUR FINAL	. INSTALL	ED PRICE		\$17,297.50
YOUR FINAL II (with Cash Dis		PRICE		\$12,711.00



Anticipated Monthly Solar Production of a 6.6kW system

Design Summary

We have reviewed your house for available roof space and roof type. Our recommendations are based on an extensive analysis of your energy usage, an assessment of the available weather data in your region and a consideration of a range of solar power simulations relevant to typical homes in your area. In addition, we have considered any feed-in tariff effects or other network tariffs which may be reduced as a result of this solar installation.



123 EXAMPLE STREET MELBOURNE VIC 3000

System Size	6.60 kW	Storage Capacity	4.8 kWh	
Panels	24	Annual Savings	\$1,390.00	
PANEL ORIENTATIO	N		NORTH	
INSTALLATION TYPE	1	FL	USH MOUNT	
ANNUAL GREENHO	USE GAS SAVINGS	11	I,708 kg CO2	
ESTIMATED OUTPUT	Г (YEAR 1)*		8,672 kWh	
SOLAR \rightarrow LOAD / SC	DLAR \rightarrow BATTERY / SOLAR	→ GRID 349	% / 20% / 46%	

* All output calculations are estimates only based on Clean Energy Council calculations of likely solar production in the area.

**Shading or dirty panels will impact production of solar electricity. It is normal for solar production to decline over time.

Payment Summary - SOLAR & BATTERY

As part of our service, we offer a range of payment methods tailored exclusively to your needs.





This assessment has been prepared based on the information supplied and is an estimate only of the likely benefits of installing the specified solar PV system. Changes to regulations, feed in tariffs and electricity pricing may affect the outcome of this investment.

Lifetime Benefits over 20 years.



Quote valid for 7 days. Full Term's & Conditions are attached to this quote. ekoenergy is a trademark of ECHO Group Pty Ltd.

Acceptance

To proceed, we will need you to confirm your acceptance of this proposal. Once we have received your agreement to proceed, we will be in contact to confirm payment details and arrange a convenient time for installation with one of our accredited electrical installation teams. On the day of your installation, should you require additional electrical work, a variance agreement will be completed and charged separately. We will not complete any additional works without your prior consent.

Customer Details			
AUTHORISED PERSON			
Example			
BEST CONTACT & MOBILE			
1234 123 123			
ADDRESS			
123 EXAMPLE STREET MELBOURNE VIC 3000			
EMAIL example@example.com.au			
6.6 KW SYSTEM WITH 1 X REDBACK SMART HYBRID INVERTER & 4.8KWH BATTERY			
CASH PURCHASE PRICE			
includes cash discount			
\$12,711.00			

Please note that the signature must be of the customer/cardholder who will provide their payment details to ekoenergy. Where the payment plan occurs via an energy retailer the signature must be of the account holder. Any direct debit or automatic payments will commence immediately upon signing of this proposal.'I warrant that if I am providing access equipment for the quoted works that it is fit and safe for use. By accepting this proposal, I acknowledge that I am bound to purchase the goods. A presite inspection will be completed to finalise your quotation (unless otherwise agreed).

I understand that by signing this proposal I am assigning the right to create STCs for the specified works to ekoenergy, or nominee. Should I not complete all required paperwork (or provide the required documentation to enable STCs for my premises to be created within 5 business days of receipt of such paperwork, I agree that the 'rebate amount' will be payable to ekoenergy within 7 days. I

hereby agree to the Terms and Conditions (included with this guote) of the ekoenergy Solar Upgrade and agree that I am authorised to make such decision on behalf of

I acknowledge and understand that I am responsible for ensuring that the meter is reprogrammed/replaced once ekoenergy has completed the installation and submitted all the required paperwork to the energy retailer.

Option 1 – Cash Purchase Price		
10% deposit on acceptance	\$1,271.00	
10% deposit on acceptance	inc GST	
40% on booking of installation	\$5,084.00	
40 % ON DOOKING OF INSTALLATION	inc GST	
50% balance upon completion	\$6,356.00	
50% balance upon completion	inc GST	

Option 2 - Ratesetter Finance		
Monthly Repayments	\$205.9	1
Monthly Repayments	inc GS	т
Estimated Total Payable over	\$17,297	.00
period	inc GS	т

Option 3 - Emberpulse	
Please Install Emberpulse	\$594.00
Flease Install Emberpuise	inc GST

Asbestos Present	No
Roof Type	Tin
Roof Pitch	Normal
Roof Access	Single
Split Roof	0
Cathedral Ceilings	No
Switchboard	Compliant switchboard
Phasing	Single Phase
Distributor	Unknown
NMI	
WIFI internet available	Yes
WIFI at inverter	No
Generator Onsite	No
Name:	

Signature:

/ Date:

/ 2019

Redback Battery Storage Solution

The Redback Smart Hybrid System has intelligent technology that gives you the power to store, monitor and manage your home's solar energy - all in one compact, elegantly designed unit mounted either inside or outside your home.



How does it work?

- ✓ Charge and discharge up to 13kW
- ✓ Infinitely scalable, stackable storage
- ✓ High definition, 1-minute interval monitoring to see how much energy your solar system is producing and how much energy you are consuming
- ✓ Receive weather warnings in order to tell the system when to charge the batteries

Why ekoenergy?

There has never been a better time to install residential solar. Fight rising electricity prices and join the renewable revoluton.



DRAMATICALLY REDUCED ENERGY COSTS





A RAPID & GENEROUS RETURN ON YOUR INVESTMENT

ACCESS TO FREE, CLEAN ENERGY FROM THE SUN



SIGNIFICANT REDUCTION IN YOUR CARBON FOOTPRINT



FUTURE PROOF YOUR HOME AGAINST RISING ELECTRICITY COSTS





CULTURE

Our focus is on excellent customer service and quality, long term relationships with a reliable, friendly, experiences, innovative and proactive team. We are proud to be part of the environmental revolution, offering energy efficiency solutions that reduce your electricity bills and carbon emissions for a healthier planet now and into the future.



SECURITY & INSURANCE

We give you peace of mind knowing each franchisee has undergone a thorough assessment process, including the provision of a police check and all franchisees have a comprehensive insurance package.



OH&S

Our installation staff all undertake training in our Workplace Safety Management Systems program as part of our quality assurance and guarantee. Our installation staff have all completed competency based safety training in Working at Heights. They are provided with required PPE kits necessary for performing their duties and are made available for site orientation. Work method statements can also be supplied on request.



WARRANTY

All works performed by Jim's Energy are in accordance with required industry codes of conduct, building codes, local government and legislative requirements. All supplied systems, components and equipment compy with Australian Standards.





Warranty

All works performed by ekoenergy are in accordance with required industry codes of conduct, building codes, local government and legislative requirements. All supplied systems, components and equipment comply with Australian Standards.



5 Year Solar Warranty

At ekoenergy, we pride ourselves on exceptional customer service and support for our customers. That's why we offer a 5 year parts and labour warranty on all our solar installations.

For all your warranty needs, please call our team on 1300 740 784 and we will endeavour to resolve any queries you may have in a timely matter.

Manufacturer's Warranties

SOLAR PANELS		
Company	Brand	Warranty
Hanwha Q Cells Australia Pty Ltd	Q-Cells	12 years
SunPower Corporation	SunPower	25 years
JA Solar Holdings Co. Ltd	JA Solar	12 years

INVERTERS		
Company	Brand	Warranty
Solis Australasia Pty Ltd	Solis	10 years
Fronius Australia Pty Ltd	Fronius	10 years
SolarEdge Technologies Inc	Solar Edge	12 years
SolarEdge Technologies Inc	Solar Edge Optimisers	25 years

If you require any additional assistance, please do not hesitate to contact ekoenergy on 03 8560 2992



Installation Process

Residential Solar Installation Process

	Expected Installation Time 4 - 8 weeks	
7	GRID CONNECTION We will submit paperwork to your electrical retailer for connection to the grid and feed in tariff qualification. Your Retailer could take up to 90 days or more to process your grid connection. We recommend you contact your electricity retailer 4 weeks after your paperwork has been submitted to confirm connection to the grid and feed in tariff qualification. Please note, due to privacy laws, we cannot liaise directly with your electricity retailer to confirm Grid Connection.	1 - 3 MONTHS or more
6	50% BALANCE PAYMENT We will be in contact to arrange payment of the balance owing once we have received your Certificate of Electrical Safety (CES) from the inspector.	SAME Day
5	THINK SAFETY We will arrange for your new solar system to be inspected for electrical safety by an independent electrical inspector within 1-2 weeks after installation (depending on your area and current demand). YOUR SYSTEM WILL BE SWITCHED ON THE DAY IT PASSES INSPECTION AND WILL START TO GENERATE SOLAR ENERGY FOR YOUR PROPERTY.	1-2 WEEKS
4	INSTALLATION Our highly trained A grade and Clean Energy Council Accredited Electrical Installation Team will install your system within 4 – 8 weeks (or more, depending on demand) from receipt of the 40% payment.	4 - 8 WEEKS
3	40% PAYMENT We will then be in touch to advise you of a date range for installation (typically within 4-8 weeks). At this point, we will request your 40% payment to process your order.	1-2 WEEKS
2	THE NECESSITIES Our Operations Team will request regulator and distributor approval of your professionally designed solar system. For systems 5kW or more, this may take approximately 4 weeks (but could take longer with higher demand).	1-4 WEEKS
1	THE FINANCIALS Your experienced Renewable Energy Consultant will contact you to obtain your 10% deposit and confirm payment details. If applicable, your finance application will be submitted for pre-approval.	2-7 DAYS

TERMS & CONDITIONS

Issued by Echo Group Corporation Pty Ltd ABN 34 158 561 927 trading as ekoenergy.

The Contract sets out the terms and conditions on which you agree to purchase, and we agree to install the System. Words in these terms and conditions which are capitalised are defined in clause 22.

1. Our Proposal and Some Things that May Change the Price:

1.1 We have developed a Proposal based on the information you have provided us.

1.2 However, each Property is different and sometimes additional Work may be required to install the System properly. In some cases, when we arrive at the Property and on inspection of the Property, we may determine that the chosen System is not suitable for installation at the Property. Examples of this include where there is insufficient room for the System to be installed, or there are technical limitations such as distance from the electrical mains limiting the installation of the System at the Property.

1.3 If the System referred to in the Proposal is not suitable for installation at the Property, ekoenergy will notify you of any adjustments to the Price applicable for the proper installation of the System. Clause 4.4 explains the process for dealing with additional items.

1.4 Sometimes there are events beyond our control which may affect the installation of the System and we may have to withdraw a Proposal. We will contact you if this happens and see if we can arrange an alternative for you.

2. When and How You Need to Pay:

2.1 You must pay ekoenergy the Price (less any deposit and/or progress payment that you have already paid) in full on the day of completion of installation unless you choose a Payment Plan with ekoenergy Finance.

2.2 The Price may be varied in accordance with clause 4.

2.3 The Price must be paid using one of 2 payment options:

(a) Direct Deposit.

(b) Payment Plan (you must have applied for this in advance of your Installation Date and have been approved).

2.4 Approximately 2 weeks after installation is completed, an independent electrical inspector will check your new solar PV System to ensure it is safe and compliant with the Energy Safe Victoria (ESV) requirements (please note; this timeline is dependent on your area and current demand). The inspector will issue ekoenergy a Certificate of Electrical Safety (CES) and switch on your solar System. On that same day, ekoenergy will then request payment of your System which is due and payable in full. If you fail to pay any invoice or progress payment in full by the due date, we may:

(a) charge interest on the outstanding amount at 6% per annum calculated and payable daily, compounded from the due date until the outstanding amount is paid in full;

(b) charge to you any costs that we have incurred in the collection of outstanding monies owed by you to us, including but not limited to, credit agency and/or legal collection costs and administration expenses;

(c) cancel or suspend any further delivery of Goods to you until the outstanding amount (plus interest) is paid.

2.5 You may not refuse or suspend payment to us by way of setoff, counterclaim or remedy for any alleged or actual failure by us to fulfil our obligations under these Terms and Conditions.

2.6 You charge all of your right, title and interest in the Goods to us as security for payment of all amounts owing to us.

2.7 Payment Plans are set up by ekoenergy using third party finance. Financing option information is provided to the customer on request and is available at <u>http://info.ekoenergy.co/financeyour-solar-System</u>.

2.8 At the end of the Contract, assuming all rentals and associated costs due have been paid, and that all the terms of the agreement have been complied with, the options are:

(a) Replace or upgrade the equipment

(b) Re-rent the equipment for an agreed period and rental

(c) Return the equipment and pay nothing further

(d) Offer to purchase the equipment. The third party finance gives you the first right of refusal to purchase the equipment at market value. Market value may be equivalent to 3 monthly instalments plus GST.

2.9 Dispute Resolution: Should a client need to lodge a complaint on any commercial product or broker/Financier they need to lodge the complaint with the Financial Ombudsman Service <u>https://www.fos.org.au/</u>

2.8 Payment Plans are only available to customers who have selected the ekoenergy Finance option. For the upfront payment option please refer to page 5 of the Solar Proposal.

2.9 Payment Plans. If you are subject to a Payment Plan, the following applies:

Our Commitment to You

(a) We will provide you with at least 14 days' notice if any terms of the payment arrangement are to change. We will keep all information about your nominated bank account private and confidential.

(b) This Payment Plan will terminate automatically at the end of the Term

(c) Termination of this Payment Plan does not limit any rights of a party that have accrued up to the time of the termination your rights (Direct Debit customers)

(d) You may terminate your Direct Debit payment schedule at any time by calling or writing to notify us at least 14 days beforehand. Where you consider a payment has been initiated incorrectly, or there is a discrepancy in a payment amount, please contact us immediately so we can address your query.

(e) If at any time you wish to change your bank account or personal details, please advise us in writing, to reach us at least 10 Business Days prior to your next payment.

Your Commitment to Us

(f) Where you agree with a third party to make your repayments to that person for them to remit to us, you acknowledge and agree with us that the third party is solely your agent (and not our agent) and that your liability to pay us remains until that third party has remitted to us in cleared funds the amount of any payments you have made to them and those funds are available to us without any recourse. You also agree that: (i) We may charge any amounts owing by you to us to a credit card or nominated bank account where you have provided funds to an agent and they have not remitted them to us; and (ii) Either where you fail to make a payment, terminate an agency payment arrangement with a third party or on the agent's failure to remit to us amounts that you paid to it, we may charge you (on your credit card / nominated bank account or otherwise) for any amounts owing by you to us when they fall due.

(g) You must ensure the bank account information supplied to us is correct by checking it against a recent statement.

(h) You must advise us in writing if the bank account, as nominated by you to be debited, is transferred, closed or the Direct Debit is cancelled.

(i) You must ensure your nominated bank account can accept Direct Debits through the Bulk Electronic Clearing System (BECS).

(j) If you are paying under a Payment Plan and your Direct Debit payment schedule is cancelled, either by you or your nominated third party, you must arrange for immediate payment in full of all outstanding instalments as set out in your tax invoice for the purchase, via a bank cheque or other payment method agreed to by us, within 7 days of cancellation.

(k) You must ensure sufficient funds are available in the nominated bank account to meet a payment on its Due Date. If sufficient funds are not available, we reserve the right to cancel the Direct Debit payment schedule arrangements by your nominated third party, and to arrange payment in full via an alternate payment method with you.

(I) You agree that should any repayment fail that are not solely caused by us, we may charge an administration fee of \$3.50 (plus our out of pocket expenses) for processing of a further payment. We may suspend provision of further services to you until such time as these costs are paid and the full amount payable for the remainder of your Payment Plan will be immediately due and payable to us.

(m) All payments arising from a Payment Plan must be made to

us regardless of the domicile residence of the signatories.

3. When are Deposits Refundable?

If you withdraw from the Contract after the cooling off period of 10 days from the date of signature has expired, ekoenergy may retain monies already paid to ekoenergy for costs of any out-ofpocket expenses ekoenergy incurred with your approval before the withdrawal.

4. What's Included in the Standard Installation?

4.1 The Price set out in the Proposal is based on a Standard Installation plus any other specific variations referred to in the Proposal and agreed by you. A Standard Installation includes the types of activities and items that are normally required to install Systems like your System as specified in the Installation Conditions.

4.2 The Price for a Standard Installation includes the services set out in Section A, 1 and Section B, 2 of the Installation Conditions.

4.3 If we have conducted a site assessment at your Property, the Price set out in the Proposal will also include the additional cost for any items outside the Standard Installation, but only if it was obvious to us at the site assessment that those additional items would be required to complete the installation of the System. Good examples of things that are not obvious until you start Working are bad wiring in the walls and asbestos.

4.4 If the installation of the System requires any additional items to proceed (including where you have not complied with your obligations under Section B of the Installation Conditions), then before carrying out the installation of the System:

(a) ekoenergy will advise you of any additional items which are required and an estimate of any delays to the installation due to these additional items;

(b) ekoenergy will provide you with a cost for providing those additional items, and provide you with the new total Price; and you will be asked to sign off on the new total Price and additional items and if you do, this Contract will be deemed to include those items. Any of these changes must be in writing signed by you.

(c) If following the site assessment, we determine that we cannot install the System or any additional items required to operate the System (other than due to a third party approval required to install the System not being obtained or you not agreeing to pay for additional items under clause 4.4), then:

(i) ekoenergy may in its sole discretion terminate this Contract and not proceed with the installation of the System; and

(ii) If ekoenergy terminates this Contract, we will refund you any monies paid up until that point in time less any out of pocket expenses Echo Group incurred with your approval before the termination.

(d) If you do not agree to pay for any additional items which are required to complete the installation of the System, then ekoenergy may in its sole discretion terminate this Contract, not proceed with the installation of the System and refund you any monies paid up until that point in time less any out of pocket expenses ekoenergy incurred with your approval before the termination.

5. Our Obligations

5.1 Subject to clause 4, ekoenergy will provide you with the System specified in the Proposal, and will arrange for a Standard Installation of the System by a Field Technician, on a date that is agreed to between us

5.2 ekoenergy will provide you with the additional items (if any).

5.3 All Work done under this Contract will comply with

(a) the Building Code of Australia (to the extent required under the Environmental Planning and Assessment Act 1979), including any regulation or other instrument made under that Act:

(h) all other relevant codes standards and specifications that the Work is required to comply with under any law;

(c) the conditions of any relevant development consent or complying development certificate; and

(d) any construction certificate and any other requirement of the relevant local council and any statutory authority whose approval or consent is required with respect to the Work and of which you have notified ekoenergy

5.4 ekoenergy will not be liable for a failure to comply with clause 5.3 if the failure relates solely to:

(a) a design or specification prepared by you or on behalf of you (but not by or on behalf of ekoenergy); or

(b) a design or specification required by you, if ekoenergy has advised you in writing that the design or specification contravenes clauses 5.3.

5.5 To the extent permitted by law, ekoenergy will be entitled to delay the provision of our services under the Contract to the extent that ekoenergy is prevented from providing the services due to matters beyond our reasonable control

5.6 Solar projects greater than 5kW are estimated to be completed between 2 to 4 weeks from Network Approval

6. Making Sure You Have the Right Planning Laws and Permission

6.1 You are responsible for confirming with your local council whether there are any planning laws and other restrictions that limit your right to install the System at the Property. You must notify ekoenergy immediately if your local council prohibits you from installing the System

6.2 You are required to obtain all relevant approvals, consents and permits before installation of the System from your local council/planning authority and, if applicable, your strata corporation or body corporate.

6.3 If you do not own the Property on which you seek to install the System, you agree that you will obtain all necessary consents from the owner or body corporate (as applicable) before the Installation Date

6.4 For new homes/businesses, installations are only available once the Property has reached "lock up stage" (i.e., when the home's external wall cladding and roof covering is fixed, the flooring is laid and external doors and windows are fixed).

7. When do You Own the System and who Bears the Risk?

7.1 The title and Property in the Goods will remain with us until you have paid all sums owing to us and, until such time, you will hold the Goods on a fiduciary basis as our bailee. Should you not make payment for the Goods, you will be liable to return the Goods, and make good any fixture changes (i.e., return your Property back to the condition it was in prior to installation. We will under no circumstances be liable for any Loss you may incur to remove the Goods and/or return their fixtures to a condition prior to receipt/installation of the Goods (not limited to but including building and electrical Works).

7.2 ekoenergy is responsible for all risks associated with transport, supply and installation of the System until such time as the System is installed at the Property, at which time such risks will pass to you.

7.3 You irrevocably appoint us as your attorney to do all acts and sign all documents necessary to enable us to enforce our rights, including without limitation, to enter onto your premises to recover the Goods. This power of attorney shall become effective upon any default by you of your obligations under these Terms and Conditions, sufficient proof of which shall be a statutory declaration from one of our directors.

8. Manufacturer's Warranty

A manufacturer of the System or a component of the System may

provide you with an express warranty against defects. If it does, then you are responsible for:

(a) keeping any relevant documentation (including this Contract);

(b) complying with any terms of the relevant manufacturer's conditions of use that are provided to you;

(c) completing and sending to the relevant manufacturer any warranty documentation as required by the terms of the manufacturer's warranty; and

(d) satisfying any requirements of the relevant manufacturer in relation to making a claim under the manufacturer's warranty.

NOTE: ekoenergy provide a 5-year warranty on the PV System. Please refer to Clause 9.2.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure

9. Our Warranties to You

9.1 ekoenergy warrants that the Work will be carried out with due care and skill, and that any materials used in doing the Work will be reasonably fit for that purpose.

9.2 Subject to clauses 9.7 and 9.8, if, within 5 years from the Installation Date, there is a fault with any aspect of the installation of the System, then you can submit your warranty claim by calling 03 8560 2992. All warranty claims must be reported to ekkoenergy as soon as practicable. A site inspection of the Property by us or on our behalf may be required to determine the eligibility of the warranty claim

9.3 If Echo Group determines that you are eligible for a warranty claim under clause 9.2, ekoenergy will repair the fault arising from the installation of the System, at our cost.

9.4 If ekoenergy determines that you are not eligible for a warranty claim, you will be responsible for our standard call out rate for attending your Property to inspect the System. If you wish to have the System repaired by ekoenergy, such repair will be at your cost.

9.5 Where Work is undertaken to rectify a fault with any aspect of the installation of the System under a warranty claim, the balance of the original warranty period will remain effective. The warranty period will not recommence from the date on which the rectification Work was carried out.

9.6 A warranty claim under clause 9.2 only applies to the original and genuine System installed by or on behalf of Jim's Energy in its original position at your Property.

9.7 This warranty does not cover faults of the System that are a result of:

(a) accidental damage to the System or any component of the System;

(b) misuse or abnormal use of the System;

(c) repairs, attempted repair or modification of the System by a person other than ekoenergy or an Accredited Service Agent;

(d) faulty plumbing or faulty power supply at the Property

(e) failure to maintain the System in accordance with the Owner's Guide and Installation Instructions;

(f) fair wear and tear from adverse conditions, including, but is not limited to, corrosion

(g) cosmetic defects including but not limited to, yellowing of solar panels and weathering of products;

(h) acts of nature, including earthquakes, flood, lightning or other physical natural disaster; and

(i) acts or omissions of third parties.

9.8 Subject to any statutory provisions to the contrary, this warranty clause excludes any and all claims for damage to furniture, carpet, walls, foundations or any other consequential loss either directly or indirectly caused by leakage from the System, or leakage from fittings and/or pipe Work of metal, plastic or other materials caused by water temperature, workmanship or other modes of failure.

preventative maintenance of the System and advice on the operation of the System.

9.10 Nothing in this clause operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any applicable building legislation in the State in which the System is to be installed (Non-Excludable Obligations).

10. Our Liability

10.1 Except in relation to the Non-Excludable Obligations and the warranty given by ekoenergy under clause 9, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on ekoenergy are expressly excluded under this Contract.

10.2 Except in relation to the Non-Excludable Obligations and ekoenergy obligations under clause 9, ekoenergy is not liable to you for any loss, harm, damage, cost or expense, including any indirect or consequential loss, arising directly or indirectly under or in connection with this Contract or the performance or nonperformance under this Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.

10.3 To the extent permitted by law, ekoenergy liability in relation to the Non-Excludable Obligations is limited to the cost of repair or replacement of the System or a faulty component of the System

10.4 ekoenergy will not be liable for any personal injury, incidental damages, consequential loss, loss of profit, cost of business interruption, loss of opportunities, or any like claims whatsoever from any use of, or incidental to, the goods or their failure to operate

11. When and How Can the Contract Be Terminated?

11.1 ekoenergy may terminate the Contract by giving you written notice where you are in breach of the Contract or where otherwise expressly permitted in this Contract

11.2 You may not terminate the Contract unless ekoenergy is in material breach of the Contract

11.3 A right to terminate the Contract is additional to any other right, power or remedy you or ekoenergy might have

11.4 You will be provided with a refund, upon request, of any monies paid up until that point in time less any costs of out of pocket expenses ekoenergy incurred with your approval when

(a) the final System design provided is significantly different to that quoted at the point of Contract and is not signed off by you;

(b) the site-specific full System design and performance estimate is provided as a deliverable of the Contract and:

(i) this information is not provided before the expiry of any cooling off period: and

(ii) the consumer does not consent to this information upon receiving it:

(c) the estimated delivery timeframe for installation completion that was agreed upon at the point of Contract is not honoured, for reasons reasonably within our control and you do not consent to a revised timeframe; and

(d) extra chargeable Work arises, which was not specified in the initial Contract, and the additional costs are not borne by us and you do not consent to these additional costs.

11.5 A cooling off period of 10 days from the date of signature applies to this Contract.

9.9 If necessary, ekoenergy may also provide, at your cost,

12. Special Terms Which Apply to Solar PV Systems and Battery Storage Systems

The following clauses apply if the System includes a new Solar PV System:

12.1 Information about Small-scale Technology Certificates (STCs) will be provided and the process clearly explained whereby payment and trade of STCs, including where relevant, the provision of accurate information about the operation of the STC Clearing House (i.e. that STCs in the Clearing House are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and consumers are not guaranteed \$40).

(a) You must accurately and truthfully complete the STC Assignment Form at the time the System is installed.

(b) You agree to assign the right to create STCs to ekoenergy or ekoenergy nominated registered agents in respect of the supply and installation of the System.

(c) You must not have previously assigned your right to create STCs to another company or personally created any STCs for the System within the deeming period.

(d) By completing the STC Assignment Form you acknowledge full receipt of the System.

(e) If you receive STCs as part of the installation of your System, and ekoenergy is unable to claim your STC from the relevant authority on your behalf (as a result of something you have done), you must repay ekoenergy the value of the STC discounts within 30 days of receiving notice to do so.

(f) You assign the STC's for your PV System to ekoenergy at point of sale and in return your PV System is sold to you at a discounted rate. ekoenergy recovers this discounted amount by trading the assigned STC's. Should you wish to trade your own STC's you will be liable for the full cost of the System.

12.2 Feed-in tariffs

(a) You may be eligible to receive feed-in tariffs if you connect to a feed-in tariff plan with your energy retailer. The feed-in tariff plan will set out further details about your eligibility for receiving feedin tariffs.

(b) The connection of a System to a pre-existing solar PV installation may affect your eligibility to receive feed-in tariffs. You acknowledge that it is your personal responsibility to assess the impact the installation of the System may have on your eligibility to receive feed-in tariffs.

(c) You acknowledge that ekoenergy has not provided you with a guarantee that you will be entitled to receive feed-in tariffs, and that it is your responsibility to make independent inquiries to ascertain your eligibility in this regard.

12.3 Metering

(a) You acknowledge that the System must be connected to an appropriate meter in order to perform as required to generate and / or store electricity. The choice of meter may impact on the feed-in-tariff available to you.

(b) You are responsible for checking whether there is an appropriate meter at the Property. You should contact ekoenergy if you require assistance in checking whether your meter is appropriate.

(c) If you do not have an appropriate meter at the Property, you must contact your electricity retailer to arrange for the installation of an appropriate meter. The costs of installing an appropriate meter are to be borne by you, and do not form part of the Price.

(d) You acknowledge that there may be delays in your meter provider installing an appropriate meter, and this may delay your ability to use the System and receive feed-in-tariffs.

12.4 Pre-approvals

(a) You acknowledge that the installation of your System may be subject to pre-approval from your energy distribution company.

(b) If pre-approval is not provided by your energy distribution company, ekoenergy may, in its sole discretion, either:

(i) terminate this Contract effective immediately upon providing notice to you; or

(ii) amend the Proposal in order to seek pre-approval from your energy distribution company.

(c) You acknowledge that ekoenergy has not provided you with a guarantee that your System will be approved for installation by your energy distribution company.

(d) If you do not obtain approval from your energy distribution company, ekoenergy will refund any monies paid up until that

point in time less any costs of out of pocket expenses ekoenergy incurred with your approval.

13. Specifications

Any specifications for Work to be done under this Contract, including any variations to those specifications, are taken to form part of this Contract.

14. Your Privacy

You consent to us using your personal information and sending you information in accordance with our Privacy Policy, available on our website, as amended from time to time. We may provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to our suppliers and other service providers, including credit reporting bureaus. Some of those companies and service providers may be located overseas.

Our suppliers may contact you directly, including to ask about our sales service and support. For further information, please see the "How will your personal information be used?" section of our Privacy Policy.

15. GST

15.2 Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.

15.3 The Price or other consideration for any supply by ekoenergy to you under or in connection with this Contract includes any GST payable on that supply, and Echo Group is responsible for payment of that GST.

15.4 ekoenergy must, within 20 Business Days of request from you, issue a tax invoice (or an adjustment note) to you for any supply under or in connection with this Contract.

16. Entire Agreement

These Terms and Conditions and the Proposal/Signed Acceptance constitute the entire terms and conditions between you and us, and supersede any prior arrangements, agreements, warranties or representations.

17. Severability

If any term or condition or part of a term or condition is illegal, unenforceable or invalid, that term or condition or part of the term or condition is to be treated as removed from these Terms and Conditions, but the rest of these Terms and Conditions are not affected.

18. Waive

Any failure by a party to exercise any of its rights or powers under these Terms and Conditions is not a waiver of those rights or powers. A waiver is only effective if it is in writing.

19. Assignment

You cannot assign, transfer or otherwise dispose of any of the benefits or burdens of this or any other Contract with us without the prior written consent of us.

20. Governing Law

These Terms and Conditions are governed by and must be construed in accordance with the laws of Victoria.

21. Clean Energy Council Solar PV Retailer Code of Conduct

ekoenergy will comply with the Clean Energy Council Solar PV Retailer Code of Conduct.

22. Definitions

In this Contract

(a) Any reference to ekoenergy includes a reference to Jim's Energy's authorised representatives.

(b) Capitalised terms have the following meanings

"Accredited Service Agent" means a person appointed by ekoenergy and authorised in writing to that person to act as an accredited service agent.

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

"Business Day" means a day other than New Year's Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Christmas Day and Boxing Day.

"Contract" has the meaning given on the signing page.

"ekoenergy" means Echo Group Corporation Pty Ltd ABN 34 158 561 927 or its authorised representative (including the Accredited Service Agent).

"Field Technician" means the person the Accredited Service Agent assigns to perform the Work under this Contract.

"GST" means:

(i) the same as in the GST Law:

(ii) any other goods and services tax, or any tax applying to this transaction in a similar way; and

(iii) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.

"GST Law" means the same as GST Law in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Installation Conditions" means the Installation Conditions set out in Section B of this Contract, describing what does and does not form part of a Standard Installation and your obligations.

"Installation Date" means the Installation Date agreed with you in accordance with the Proposal.

"Installation Instructions" means the installation instructions provided to you by ekoenergy or its representative.

"Owner's Guide" means the owner's guide provided to you by ekoenergyp.

"Payment Plan" means a 24, 36 or 60 monthly repayment period provided to you by us (at our absolute discretion) in respect to the provision of the Goods to you.

"Payment Plan Amount' means the monthly or quarterly payments including GST that appear on Our quotation under the section titled 'Acceptance'.

"Price" means the price specified on the signing page as adjusted in accordance with the Contract.

"Property" means the premises where the System is to be installed as specified in the Proposal.

"Proposal" means the Proposal and details provided by ekoenergy to you.

"Standard Installation" has the meaning give in clause 4.1.

"System" has the meaning given in the Proposal.

"We" and "us" and "our" means ekoenergy.

"Work" means the installation of the System.

Installation Conditions

Installing your new solar PV System.

As each installation is different, sometimes there is additional Work that needs to be done to complete your job that we only find out once our technicians are on the job. We try to get as much information as possible prior to installation however our technicians may find something that we did not account for.

SECTION A: WHAT'S INCLUDED IN A STANDARD INSTALLATION?

1. Services Included:

1.1 Delivery of the System to the Property on the Installation Date

1.2 The supply and installation of a suitable mounting base for the System this includes tin and tile roof

1.3 Supply and install all DC cabling, switchgear and protection to provide a compliant System installation

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

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

1.6 Testing and commissioning of the System after installation

1.7 The provision of a certificate of electrical safety (or equivalent)

1.8 The provision of instruction on the basic operation of the System

1.9 Completion and submission of all DNSP pre-approval paperwork or on-line applications for connecting solar Systems to the grid

1.10 Installation and commissioning of any data management devices purchased in addition to your Solar PV System

1.11 In the purchase of a micro inverter System, the supply and Installation of all AC cables, switchgear and protection and includes up to 40m of AC mains cabling

2. Services Excluded

2.1 Any roof frames or roof support to support the Solar PV panels

2.2 The provision or obtaining of any approvals, consents or permits from any person (including those described in clause 5.3 (d) and 6.

2.3 The supply and installation of Kliplok roof brackets and/or MT base rail

2.4 The supply and installation of tilt frames. Tilt frames are required where roof pitch is less than 10 degrees, including where 2.2 The installation of the System in a position at the Property your roof is flat. If you have not ordered tilt frames from ekoenergy at the time of Contract, its authorised representative can install tilt framing for an additional charge

2.5 The supply of more than 30 metres of electrical cable

2.6 Rectification of an inadequate existing electrical supply

2.7 Installing or upgrading a safety switch

2.8 Installing or upgrading a switchboard

2.9 Installing or upgrading a meter panel board

2.10 Any other Work that is required to ensure that, prior to installation of the System, the Property complies with electricity standards imposed by law

2.11 Work that is required where safe, convenient unhindered access for the installation is not provided

2.12 Any trenching or excavation required for installation

2.13 The provision of special access equipment (i.e. boom lifts. ekoenergy pickers, cranes or scaffolding) if required to lift or move solar panels to the desired location for installation, or to install solar panels where the roof pitch is between 30 and 45 degrees

2.14 The removal of asbestos or the costs of an investigation to determine whether asbestos is present

2.15 Installations at remote locations such as islands remote from the mainland

2.16 Installation of meters to record exported electricity which are the Property of the local services provider (see the document headed "Additional Information about Bi-Directional Meters", which is attached)

2.17 Work for dedicated controlled loads (including dedicated slab heating, hot water or climate saver tariffs) to be re-wired into a single phase and single element meter configuration prior to a solar meter being installed

2.18 Either during the pre-installation site inspection (if necessary) or on the day of installation, ekoenergy (or its authorised representative) will advise you of any additional services and/or items that are not included in the Price but which are required to complete the installation, and the cost of those additional services and/or items. You may elect to enter into an agreement with ekoenergy (or its authorised representative), or any third party, for the additional services and/or items

2.19 If additional services and/or items are not undertaken or supplied prior to, or agreed to at, the date for installation of the System, ekoenergy may in its sole discretion terminate this Contract and not proceed with the installation of the System.

SECTION B: INSTALLATION CONDITIONS FOR NEW SOLAR PV SYSTEM

1. Customer's Obligations

1.1 The Customer must do the following before we can commence Work:

1.1.1 Ensure that there is proper and safe access to the Property to enable the Field Technician to complete the installation including access for vehicles and equipment

1.1.2 Ensure that you have all approvals and permits as per clause 6. If requested, you must provide evidence of such approvals

1.2 The Customer must be present at Customer's Property at all times during the installation.

1.3 Any variation to the Proposal costs for the installation must be agreed to by Customer before any additional Work being completed The Field Technician will record Customer's agreement by obtaining Customer's signature.

1.4 A job checklist is to be completed and signed by Customer:

1.4.1 at the start of the installation; and

1.4.2 on completion, after being advised by the Field Technician that the System has been installed to regulatory compliance requirements

2. Services Included

2.1 The delivery of the System and necessary components. essential to the installation

determined to be reasonable by the Field Technician - taking into account such things a building infrastructure, access and distance from existing suitable electrical and gas infrastructure.

2.3 Installation of System:

2.3.1 in accordance to the manufacturer's instructions, relevant Australian standards and laws: and

2.3.2 by Field Technicians who are suitably experienced and qualified (duly licensed or registered as required by law)

2.4 The Field Technician will test and commission the System after installation. This is done to ensure that the System is installed in accordance with the manufacturer's instructions, and Australian standards and laws

2.5 The Field Technician will also test all existing infrastructure required for the System to ensure that it complies with the manufacturer's instructions, relevant Australian standards and laws. Anything assessed as being non-compliant will be required to be rectified at Customer's expense, before certification of the installation is provided.

2.6 The Field Technician will demonstrate to the Customer the basic operation of the System and assess the Customer's understanding of the basic operation of the System.

2.7 The Field Technician will advise the Customer of any service or maintenance requirements the System may require

2.8 The Field Technician will ensure all Work areas are left in a clean state. In doing so, the Field Technician will remove any packaging or other rubbish brought onto the premises by the Field Technician.

2.9 All reasonable care will be taken to ensure all Customer items are protected against Work dust through the use of drop sheets, to items such as computers, furniture and flooring

2.10 The Field Technician will supply the Customer with any warranty cards supplied by the manufacturer and assist with the identification of serial numbers. However, the Field Technician will not complete or deliver the warranty cards or information to the manufacturer.

2.11 Refer to Section A of these Installation Conditions for specific scope of Works.

3. Services Excluded

3.1 Services excluded from the installation comprise any Work that is not described in Section B, 2 of these Installation Conditions, as well as any of the following:

3.1.1 Installing the System above ground level (by way of example, double storey houses will incur additional costs due to additional equipment required to perform such installations);

3.1.2 Installing a System at a Property which is still being built;

3.1.3 Removing vegetation in order to install any component part of the System:

3.1.4 Installing and supplying a base for an outdoor System other than the one that already exists or is provided with the base unit

3.1.5 Assessing whether asbestos is present and removing asbestos

3.1.6 Fixing or preparing a surface (e.g. wall) before the System is mounted

3.1.7 Providing specialist equipment (e.g. cranes, scaffolding or cherry picker) to ensure the safety of our Field Technicians

3.1.8 Anything required to gain access as per Section B. 1.1.1.1

3.1.9 Fixing or re-instating plaster, walls or other items that are changed or damaged during the Works which are out of the Field Technician's control

3.1.10 Anything required to make the Property compliant with any electrical or other standards required by law

3.1.11 Any Work at remote locations - this includes locations not easily accessible by trade Vehicle

3.1.12 Electrical and plumbing certificates may be required for certain types of jobs. ekoenergy has not allowed for certificates on certified completion of the installation in its base Price. At the end of the installation, if a certificate is required, the Field Technician will provide one. A certificate certifies that the System has been installed in accordance with Australian standards and laws. This certificate will be issued by the appropriate body after the installation.

3.1.13 The provision of approvals, consents or permits from any person as required under Section B, 1, 1.1.2 of these Installation Conditions

3.1.14 If the Customer's Property does not comply with electrical standards, the Customer must obtain a quote for an electrician to rectify the issue. This is at Customer' cost. The type of Works that an electrician may need to carry out may include the following:

(a) installing a circuit where dedicated circuits cannot be fitted due to the current set-up of the switchboard;

(b) upgrading or rectifying an inadequate existing electrical supply;

(c) installing a safety switch (Residual Current Device, or "RCD") where the Property's power circuits are not protected by a RCD:

(d) upgrading a Main Switchboard and/or Distribution Board;

(e) upgrading of meter panel board; or

(f) upgrading the meter box where the meter box is noncompliant

4. Additional Costs (Variations to Initial Price)

4.1 Before Works commence, the Field Technician will let the Customer know if any additional items are required in order to complete the installation. Any additional costs:

4.1.1 that will need to be incurred in order to be able to complete the installation must be communicated by the Field Technician to the Customer during the pre-installation site inspection; and

4.1.2 identified during or after completion of the installation must be communicated by the Field Technician to the Customer during the installation

4.2 There is no provision within the cost of the installation for unforeseen circumstances that are beyond Field Technician's control.

4.3 The Field Technician may quote charges for additional services and/or items as listed in this document. Any Works not described in this document will also be treated as excluded and a separate Price may be ascertained for those services and/or items.

4.4 If any variations are required, the Field Technician will provide updated costs to the Customer. The Customer may

4.4.1 proceed:

4.4.2 not proceed; or

4.4.3 engage a third party to provide such additional Works

4.5 If you withdraw from the Contract, ekoenergy may retain monies as per clause 3.

4.6 The Field Technician may need to reschedule the time for installation with Customer if the customer needs time to consider the additional services. If Customer has arranged for those additional services and/or items to be undertaken by another party, then certification of the additional services and/or items will need to be provided before the rescheduled installation taking place.

4.7 At no stage is Field Technician to supply the additional services and/or items outside of ekoenergy's job billing process.

SECTION C: LIST OF WORKS OUTSIDE OF STANDARD INSTALLATION CONDITIONS

The rates for these items, if they're needed, will be included in your quote. From time to time, there may be additional charges which have not been listed here due to Property features.

Item Code	Service item
Single phase bi direction meter	Supply and installation of a single phase bi-direction solar meter
Single phase bi direction meter with off peak load	Standard supply and installation of a single phase bi-direction solar meter with off peak load such as, electric hot water or slab heating.
Three phase bi direction meter	Supply and installation of a 3 phase bi-direction solar meter
Three phase bi direction meter with off peak load	Standard supply and installation of a three phase bi-direction solar meter with off peak load such as, electric hot water or slab heating.
Double storey	Installation at a double story premises.
String split array	Where a solar array is split by greater than 2 metres.
Micro split array	Where a solar array is split by greater than 2 metres.
Additional cabling string	Additional cabling for string inverter installations.
Additional cabling micro	Additional cabling for micro inverter installations.
Trenching	Where trenching is needed to reticulate cabling where no existing cable paths exist.
DNSP pre-approval	Grid connection application fee for systems may apply
Neutral Link	Where neutral links are required.
Trapezoidal roof interface brackets	Where trapezoidal roof interface brackets are required.
Switchboard upgrade - main switch	Where works are required to upgrade a switchboard for regulatory compliance.
Tilt frames	Where tilt frames are required.
Replace inverter	Remove existing inverter and replace with new one, test and commission system.
Energy Monitoring	Cherry Pulse Energy Monitoring System
Travel	Installation >50km from CBD
Freight	Installation >50km from CBD



ekcenergy"

SOLAR. ENERGY BROKING. ENERGY STORAGE. ENERGY MONITORING.



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