



G&A MARTIN
SOLAR
& ELECTRICAL

TERMS & CONDITIONS OF TRADING

1. PURPOSE

This document sets out the terms and conditions of the contract between the 'Customer' named in the quote and 'OSG Energy Pty Ltd' (ABN 34 652 241 462), trading as "G&A Martin Solar & Electrical".

It is a contract for sale and installation of the relevant system(s) at the address shown in the Customer Quote Form.

It is not a contract to connect a system to the electricity grid. This Contract is governed by the laws of the State in which your property is located.

2. BINDING AGREEMENT

The Customer Quote Form and these terms and conditions constitute a legal agreement between us. These terms and conditions are referred to in the Customer Quote Form are also available on our website.

We will refer to the agreement between us and you created by the Customer Quote Form and these terms and conditions as "this Agreement". Definitions used in this Agreement appear in clause 20.

3. SALE OF THE SYSTEM

Purchase of the System You agree to purchase, and we agree to sell you, the System in accordance with this Agreement.

4. OWNERSHIP & RISK

- (a) Risk in the components and equipment comprising the System will pass to you immediately when they arrive at the Property.
- (b) Ownership of the System will only pass to you when you have made payment in full to us of the Purchase Price in accordance with this Agreement.
- (c) If you fail to make payment in full, we reserve the right to involve a third-party agency for the recovery of any amounts owing including any legal costs associated with recovery of the unpaid amount.

5. PURCHASE PRICE

- (a) The Discounted Purchase Price is set out in the Customer Quote Form or Customer Sales Invoice. The Discounted Purchase Price is the Purchase Price applicable if you assign to us the Small-Scale Technology Certificate's (STCs) which are created in respect of the System to G&A Martin Solar & Electrical.
- (b) You are required by this Agreement to assign to us the Small-Scale Technology Certificate's created in respect of the System without charge, and we have agreed to charge the Discounted Purchase Price on the basis that the Small-Scale Technology Certificate's will be assigned to us.
- (c) If you want to retain the Small-Scale Technology Certificate's created in respect of the System, you must advise us in writing at least 5 Business Days before the Installation.
- (d) If you decide to retain the Small-Scale Technology Certificate's or for any reasons due to your actions (or failure to act) the Small-Scale Technology Certificate's cannot be assigned to us, then the Full Purchase Price and not the Discounted Purchase Price will be payable.

- (e) If the Full Purchase Price is payable but we have for any reason only collected the Discounted Purchase Price on or before Installation, you must pay us the balance of the Full Purchase Price on demand.
- (f) To proceed with the Quote, you must pay a 10% deposit of the Discounted Purchase Price and/or sign the Customer Quote Form prior to Installation. You agree that by signing the Customer Quote Form and whether or not a 10% deposit has been paid, you give G&A Martin Solar & Electrical the authority to install the system and are liable and bound to the contract.
- (g) The balance of the Purchase Price (either the Discounted Purchase Price of the Full Purchase Price) must be paid to us on the Installation Date, regardless of (but not limited to) connection to Network Electricity Grid, third-party inspection, meter board connection or compliance paperwork. Your system is considered installed at the completion of panel and inverter installation. If the panels are installed and the inverter is not installed to no fault of G&A Martin Solar & Electrical, you are required to make 80% of the balance Purchase Price. If any meter upgrading is brought to our attention after the installation, you are still required to pay the balance of Purchase Price, as upgrades are your responsibility (refer clause 11, 11.1. c)
- (h) In addition to the Purchase Price, you may have to pay any unforeseen costs necessary to install your System (if any, not shown in the original quote). These costs will be known to you either during a pre-installation inspection, technical phone inspection or on the day of your installation. We will require your consent of any additional costs prior to installation. If you are not content with the price variations recognised post deposit payment, you can proceed to terminate the contract as per Clause 16.
- (i) All payments to us must be made by credit card (with payment approved; VISA or MasterCard only), by cash, immediate transfer of funds,
- (j) or by a banker's cheque, bank draft or personal cheque. (j) The Purchase Price is inclusive of any applicable GST. (k) Any
- (k) payments made by credit card may incur a surcharge of 2%, this will be applied at the time of payment.
- (l) Where there is a delay in making any payment to us as required by this Agreement and the amount remains overdue for a period of 14 days or more you will pay a late payment fee of \$220
- (m) 30 days or more will be sent to Debt Collection agency where you will incur an additional Contractual Default fees up to \$1500.00.
- (n) 60 days or more will be pursued through legal action.

6. OWNERSHIP OF THE PROPERTY

You warrant (promise) to us that you are the sole or joint owner of the Property (the property on which the system will be installed).

We may require you to produce evidence of this prior to commencing any installation.

7. YOUR OBLIGATION TO OBTAIN FINANCE AND GOVERNMENT APPROVAL

You must make any arrangements to obtain any finance which you require in connection with the purchase of the System. Your obligations in this Agreement are not conditional upon you obtaining finance or any subsidy.

We cannot give you an assurance that you will obtain any government rebate or grant which you apply for and your commitment to purchase the System is not conditional upon that rebate or grant being obtained.

You must obtain all Government Approvals which are necessary in connection with the installation of the System.

We will require that you provide us with copies of the Government Approvals before we commence Installation.

8. FINANCE

If you choose to finance your system using a financing solution the repayment will depend on the funding solution you chose.

Any funding solution will be a separate agreement between you and the financier.

Any amounts payable by you to the financier will be payable for the term of the funding solution regardless of whether there is any ongoing installation, operational or performance issues or any savings are achieved, or any scheme subsidies, discounts or rebates continue to apply. We do not represent the financier and are not authorised to discuss any aspect of the finance or credit with you.

Anything we say or do is completely unrelated to any finance company that may provide you with financial assistance and you should consult the financier about credit details.

9. ESTIMATED SAVINGS

Any estimated savings detailed in the quote or any other documentation you have received from us are indicative only and are not guaranteed.

Each property requires its own assessment and will be different to any example shown. The performance of a System is subject to a number of variable factors, including, but not limited to the number of hours of sunlight, cloud cover and weather patterns; the location of the System; and the location of the surrounding structures and flora.

10. AVAILABILITY OF STOCK

Where we do not have the System in stock, the time it will take for the manufacturer to deliver the System to us is beyond our control.

Accordingly, we are not liable for any loss or damage that you suffer arising out of delays in obtaining the System.

This is why we will initially provide you with an Estimated Installation Date to be followed by a Final Installation Date.

If we can no longer obtain the stock of the System which appears in the Customer Quote Form, with prior consent we may substitute, at no extra charge to you, a product which is of equivalent quality and performance.

If you are not satisfied with the System we propose to substitute, you may terminate the Agreement at any time before installation and we will refund the Deposit.

11. INSTALLATION

11.1 Preparing for installation

Before the System can be installed, you must, at your own cost:

- (a) ensure that the roof area is structurally sound to accommodate the solar panels, mounting base and frames (if any) forming part of the System.
- (b) ensure that the Property complies with relevant electricity standards and relevant regulations and that it is safe to install the System.
- (c) ensure that your switchboard can properly accommodate a net bi-directional meter that can read exported electricity and is approved by the network operator of the Electricity Grid.
- (d) You are responsible for upgrading any other meters required in connection with the System.
- (e) where any part of the roof at the site needs to be traversed or accessed during installation or service work and is constructed from ceramic or masonry tiles, make available to the installers/service workers spare tiles. We (and our approved contractors) endeavour to take the upmost care to avoid and/or limit damage to these types of roofs, however, on occasion it is unavoidable. Where no spare tiles are available, we will attempt to temporarily repair such damage and relocate damaged tiles to a section of the roof where the tiles are easily accessed, and the damage caused by the ingress of water will be limited. We will not be liable for any damaged caused or for additional site visits to replace tiles where spare tiles were not first provided at the time that the works were undertaken.

11.2 Installation Dates

- (a) We will provide you with an Estimated Installation Date, this is an estimate only of when we will be able to complete Installation of the System.
- (b) We will advise you as soon as reasonably practicable of the Final Installation Date. The Final Installation Date is the date on which we will complete Installation. We will give you at least 1 days' notice of the Final Installation Date. You must be on the Property on the Final Installation Date.
- (c) We may attend the Property on the Final; Installation Date during daylight hours or at any time from 7am. Whilst we will try to fix the Final Installation Date to suit your convenience, we cannot promise that we will be able to change the Final Installation Date which we will give to you.
- (d) We will be entitled to change the Final Installation Date. We will notify you of any change to the Fixed Installation Date.
- (e) If weather conditions are such that we believe it is hazardous to complete Installation, we may change the Fixed Installation Date by notice to you.
- (f) If your property is not ready on the Final Installation Date or if you are not at your property, we are entitled to charge you \$200 for that visit which must be paid by you prior to the Installation and if this Agreement is terminated without Installation being completed, we will be able to recover this from you (including by deducting from the Deposit if this has not been forfeited).

11.3 Access

At the times we advise we will carry out Installation, you must:

- (a) be present at the Property and, if reasonably requested, remain there while the Installation is being carried out.
- (b) ensure there is sufficient access to carry out the Installation - including ensuring there is clear access for relevant personnel, vehicles and equipment to the meter box, switchboard, the proposed location for the System's inverter, and the roof where the System's solar panels will be mounted.

11.4 Removal of objects

You are responsible for removing any trees, plants and any other objects that may cast a shadow on the System's solar panels.

11.5 Take further steps as we request

You agree to sign any documents or take any other steps that we may reasonably require, in order to permit the installation and connection of the System.

11.6 Agreement for Access

You agree to provide the installer and us with access to the Property for the purposes of installing the System and connecting it to the Electricity Grid.

11.7 Location

The location of the installation of each component of the System at the Property will be at the Installer's final discretion, but they will endeavour to ensure that:

- (a) the System is in a position that is likely to maximise its performance, and
- (b) minimum damage occurs to the premises as a result of the installation work.
- (c) Works will not proceed without your approval and if you are unhappy with the proposed location of the system you are entitled to cancel the order with a full refund of deposit as per 16.1(e)

11.8 Damage

You acknowledge that it may be unavoidable that there is some damage to the premises as a result of carrying out the Installation.

The Installer may temporarily repair any minor damage that occurs, but we will not be liable for any damage caused to the Property arising from any pre-existing condition of the Property.

Any claims for damages allegedly caused by our installation must be made to us strictly within twelve (12) months of the date of installation.

11.9 Communications & Connectivity

The customer must ensure that there is adequate internet connectivity and signal strength at the property where the PV system monitoring equipment is being installed, G&A Martin Solar & Electrical Solar is not responsible for,

- (a) setting up online monitoring.
- (b) poor signal strength at the inverter resulting in no or intermittent loss of monitoring.
- (c) any changes to the customer's home network including hardware, i.e., a change of modem or a change of internet provider resulting in loss of communication.
- (d) maintenance conducted by providers of monitoring systems or the customers internet network provider which result in loss of communications.

11.9.1 Grid Connection

This is not a contract to connect the system to the electricity grid or network.

- (a) G&A Martin Solar & Electrical will endeavour to obtain an approval to connect the system to the relevant Network Utility prior to installing the system.
- (b) Failure to make final payment after installation will allow G&A Martin Solar & Electrical to proceed with engaging third-party collection agencies to assist in collection of outstanding dues
- (c) In some states only, G&A Martin Solar & Electrical may include the cost of the Net Bi-directional Meter in the quote. In this case, we will appoint an electrical contractor who is accredited with the Network Utility in your area and charge you the relevant cost associated with installing the Net Bi-directional Meter. This process may take up to 10 business days.

12. SMALL SCALE TECHNOLOGY CERTIFICATE'S (STCs)

12.1 Assignment of right to create Small Scale Technology Certificate's

- (a) You must assign to us the right to create Small Scale Technology Certificate's in respect of the System. You must promptly complete and sign any documents (including executing an assignment form) and do anything else that we reasonably request to affect this assignment, and to allow us to receive the benefit of the relevant Small Scale Technology Certificate's.
- (b) You must not create or assign to any other party right to create any Small-Scale Technology Certificate's in respect of the System or agree to do anything contrary to this clause.
- (c) The fact that we are prepared to offer a Discounted Price does not necessarily mean that the current market value of the Small-Scale Technology Certificate's is reflected in this price-it represents what we are prepared to offer. The value of Small-Scale Technology Certificate's may fluctuate. Any fluctuation may result in a change to the Discounted Price, or the Full Purchase Price as detailed in clause 10.3. You will have the option to terminate the contract as per clause 16.1 (e)

12.2 If Small Scale Technology Certificate's cannot be created

- (a) If we cannot acquire any Small-Scale Technology Certificate's because of an act or omission by you (including the inability to create the Small-Scale Technology Certificate's due to circumstances not previously disclosed to G&A Martin Solar & Electrical such as receiving the benefit of Small-Scale Technology Certificate's at an alternative location or business); or
- (b) if due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target, Small Scale Technology Certificate's cannot be created or the quantity that the eligible system is entitled to create is materially changed; then you must pay the difference between the Discounted Purchase Price and the Full Purchase Price immediately upon us demanding payment, and no Small Scale Technology Certificate's will be assigned.

12.3 Small Scale Technology Certificate Price Deviations

If the market price of the Small Scale Technology Certificate's is reduced or due to a change in Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or amendment of the Renewable Energy Target, or where the Quantity of eligible STCs applicable to a system reduces in accordance with legislation or regulations, then from the date the reduction in market price or reduction in the number of eligible STCs becomes effective, this reduction may be passed on to you.

- (a) You reserve the right to cancel the contract as per 14.1 and be entitled to a full refund of deposit paid if not satisfied with the increase in total payable.
- (b) You also reserve the right to opt for paying the full system price excluding STC discount and not assigning the STCs to us.

12.4 Obligation to Provide a Tax Invoice for the assigned Small Scale Technology Certificate's

If You assign to G&A Martin Solar & Electrical the right to create STCs in respect of a System and You are registered for GST, then you, the customer, must either

- (a) issue a valid tax invoice for the STCs to G&A Martin Solar & Electrical or
- (b) enter into a Recipient Created Tax Invoice (RCTI) agreement, to enable G&A Martin Solar & Electrical issue a recipient created tax invoice for the STCs on the Your behalf.

13. WARRANTIES

13.1 Warranties in respect of the System

We warrant that the Installer will install the System with due care and skill, according to industry standards.

The System inverter and panels will come with the benefit of the Manufacturer's Warranties.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you wish to make a claim, you may contact us by telephoning 61 2 6559 8059 or emailing us on info@gamartinsolar.com.au.

G&A Martin Solar & Electrical warranty is outlined in the current version of our Installation Warranty document.

This warranty is offered on top any manufacturer warranty.

Our warranties are to the extent permitted by law, limited by the matters in clauses 13.2 to 13.8.

13.2 Variable performance of the System

G&A Martin Solar & Electrical does guarantee the production of your solar system as stated in the offer under Yearly Average for the first five years of the systems operation; this guarantee is limited by factors including inclination of the place of installation, shade, surrounding structures, trees and plants, panel cleanliness, irradiation and weather conditions including yearly weather variations.

Yield estimates provided are based on test conditions and data provided by the Clean Energy Council estimates for your area. Test conditions may not be achieved in an operating environment. Performance of your system is not measured in wattage but in kilowatt hours (units) as per the yield estimates.

13.3 Power Disruption or Reduction

You acknowledge that power generation from the System ceases during power disruptions. In the event that the voltage or frequency of the Electricity Grid falls outside the parameters specific to the inverter and also governed by the current AS4777 Australian Standard, the inverter may cease to operate or operate with a reduced power output and may restart only when the Electricity Grid becomes available and is within the aforementioned parameters again.

We will not be held responsible for any potential loss of production caused by the Electricity Grid.

13.4 Radio & Television Interference

Radio and television interference may be caused as a result of installing a PV system particularly in marginal signal areas and with AM radio signals.

We recommend that you use a digital signal radio and digital signal television devices when operating a PV system on your premises.

11.5 Exclusions from warranties

All warranties we provide in this agreement in respect of the System and its installation are subject to the warranty terms and conditions and the warranty procedures of the manufacturer of the System, to the extent permitted by law our Warranties do not apply if the defect is a result of any of the following:

- (a) failure to use the System in accordance with the manufacturer's instructions or the owner's manual.

- (b) use of the System in a manner not reasonably contemplated, or contrary to law.
- (c) modification of the System by anyone other than G&A Martin Solar & Electrical or its agents or qualified, skilled and experience technicians.
- (d) subjecting the System to an unusual or not- recommended physical environment or electrical stress.
- (e) moving the System, whether temporarily or permanently.
- (f) damage caused by anyone other than us or a qualified person.
- (g) the effects of weather or other natural events.
- (h) power surges.
- (i) the condition of the Property or electrical wiring or systems; or
- (j) changes in law.

13.6 Warranty Claims

- (a) If you notify us that the System has a defect, and that defect is covered by our warranty, then we will, at our cost, arrange to carry out any necessary repair and replacement works, in accordance with the manufacturer's warranty processes, and within a reasonable time,
- (b) During the waiting period of warranty claim, we are not responsible for any losses due to downtime
- (c) You must follow any troubleshooting steps as advised by us. If you do not and it appears on a visit to us to the Property that the problem could have been fixed by your following the troubleshooting steps we advised, then we will be able to recover the costs of the visit. There will be a minimum charge of \$250.
- (d) If we replace a System, then the System which is removed will remain with us.
- (e) If you make a claim under the warranty, you must notify us via email on info@gamartinsolar.com.au within 5 days of the matter giving rise to claim. We reserve the right to reject claims outside this period. You must give us an opportunity to inspect any defects.
- (f) If you have any questions regarding your warranty, you may contact us on 61 2 6559 8059.
- (g) We will endeavour to remedy problems with the System which are covered by Warranties within 10 Business Days of being notified of the problem by you. If we cannot rectify the problem within this time, we will notify you and will give you an estimate of when we expect the matter can be attended to.

13.7 Labour

- (a) We will be responsible for remedying defects caused by faulty installation by us for a period of 10 years (120 months) from Installation.
- (b) We will provide labour at our cost to remedy defects in accordance with the manufacturer's warranty processes and period.
- (c) Where it is necessary to repair a defect in the System which does not fall within paragraph (a) or (b) above, then to the extent permitted by law we will charge for our labour.

13.8 All other warranties excluded

The only warranties that we give in relation to the System and its installation are the express terms and warranties set out in this agreement and those

implied terms or warranties that are imposed by statute law that are mandatory and cannot lawfully be excluded.

14. LIABILITY AND INDEMNITIES:

14.1 Limitation of our Liability

Liability for a breach of a condition or warranty which cannot be excluded (and no other remedy applies) is limited to the extent possible, at our option, to:

- (a) the supply of the goods or services again.
- (b) the repair of the goods.
- (c) the payment of the cost of having the goods or services supplied again or repaired; or
- (d) refund of the price you have paid to us.

14.2 Your Indemnity

You indemnify and hold harmless us, and our officers, employees and agents, against all losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) that arise out of your provision of false or inaccurate information or any condition at the Property which causes an injury.

15. YOUR RESPONSIBILITY TO MONITOR

It is your responsibility to monitor the System. We will not be responsible where you have failed to monitor the System and have failed to notify us of problems.

If you are going to be absent from the Property you should make arrangements for the System to be monitored in your absence.

16. TERMINATION

16.1 Termination by Customer

- (a) You may terminate this agreement by notice in writing to us without reason by notifying us within 10 business days from and including the day after you entered into this Agreement (Cooling Off Period). You will receive a refund of your initial deposit.
- (b) If you elect to cancel the agreement after the 10-day cooling off period, you will be entitled to be refunded any monies paid provided no parts have been provided and or the installation has not commenced; Any refund transferred to a credit card after the 10 day cooling off period will also incur a \$10.00 merchant fee; If you have signed the agreement and the deposit has not been paid;
- (c) if we materially breach this agreement, we will refund the Deposit to you
- (d) in the event that you are unable to assign the quoted number of Small-Scale Technology Certificate's to G&A Martin Solar & Electrical due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target.

- (e) We begin incurring internal costs when you place your order, and we order the product from the Supplier. If you cancel the order, we will be entitled to recover these costs and deduct them from the Deposit or, if in the event the Deposit or instalments paid to date is insufficient to cover these costs, you shall reimburse G&A Martin Solar & Electrical for any direct (external) costs incurred to date.
- (f) Such reimbursement shall be within 7 days of the date of G&A Martin Solar & Electrical invoice for such reimbursement. G&A Martin Solar & Electrical will withhold actual costs (if any) directly related to organizing the installation.
- (g) if you cancel the order due to price variations that were not identified in the Offer or Order Confirmation form
- (h) If you cancel the order due to significant changes to the system size as a result of design constraints; or due to clause 12.1, you are entitled to a full refund of the monies paid to G&A Martin Solar & Electrical
- (i) If you cancel the order due to rejection of request to install a Solar system via the authorised provider. G&A Martin Solar & Electrical will provide you with a full refund of monies for (g)(h)(i)

16.2 Termination by G&A Martin Solar & Electrical

We may terminate this agreement by notice in writing to you:

- (a) if we are unable to obtain sufficient stocks of the System (including relevant components) or are unable to source sufficient workforce to complete the Installation.
- (b) if we believe that installation of the System at the Property is unsafe or unsuitable.
- (c) if we have attended the Property at the time fixed for Installation twice and you are not there on either occasion, or you have not paid the balance of the Purchase Price when the Installers attend the Property to complete Installation in which case, we may forfeit the Deposit.
- (d) if you materially breach this agreement in which case, we may forfeit the Deposit; or
- (e) in the event that you are unable to assign the quoted number of Small-Scale Technology Certificate's to G&A Martin Solar & Electrical due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target. (f) if you are unable to make the property ready for installation within a period of 12 months. In this case we may forfeit the deposit and terminate the agreement.

16.3 Time for Refunding Amounts

The Deposit will be refunded by us where we terminate pursuant to paragraphs (a) or (b) of clause 16.2 less any payment we are entitled to retain under this Agreement. We will refund amounts payable to you under this clause within 30 days after termination.

17. PERSONAL INFORMATION AND PRIVACY

17.1 Personal information

You must provide us with all information which we reasonably request from you in order to supply you with the goods and services under this Agreement, or apply on your behalf for any Government grant, rebate or other benefit which you may be entitled to receive. We may use and disclose the information you provide

- (a) to supply goods and services to you under this Agreement.
- (b) to fulfill our obligations under this Agreement.
- (c) to assist you to apply for a grant, rebate or other benefit and
- (d) to provide you with information about our business and services, and the business and services of our contractors and agents.

We may disclose the information you provide

- (a) to our related bodies corporate, agents and contractors (such as installers, and data processing analysts).
- (b) to the system component manufacturers and suppliers.
- (c) to debt collection agencies and credit reporting agencies.
- (d) to relevant Government Agencies; and
- (e) as authorised by law.

If you provide us with personal information about another person (such as an additional account holder), please make sure that you say that person about this privacy statement.

To access the personal information that we hold about you call us on 61 2 6559 8059 or email us on info@gamartinsolar.com.au.

18. GENERAL

18.1 Notices

Notices sent to you from us, or from you to us, must be in writing. Notices must be addressed to a party as set out in the Customer Quote Form (or any alternative details notified).

18.2 Electronic Communication

You agree that we can use electronic means to give information to you. We can decide procedures as to how communication by electronic means will operate and what things can be communicated by electronic means.

18.3 No Assignment

Unless we give you our prior written consent, you must not transfer, assign or otherwise dispose of any of your rights or obligations under this Agreement.

We can assign or novate this Agreement without notice to you to any person that we believe has reasonable commercial and technical capability to perform our obligations under this Agreement.

18.4 Entire Agreement

This Agreement and all applicable law represent the entire agreement between you and us relating to the matters covered by this Agreement.

18.5 Waiver of Rights

If we do not enforce any right under this Agreement this must not be construed as a waiver of our rights under this Agreement.

18.6 Governing Law

This agreement is governed by the laws of the State or territory in which the Property is situated.

18.7 Amendments to this Agreement

A variation of any term of this Agreement must be in writing and signed by the parties.

18.8 Effect of Invalid Terms

If any term of the contract is invalid or unenforceable it can be severed from the contract without affecting the enforceability of other contract terms.

18.9 Joint Customers

If you own the Installation Property together with another person or persons, this agreement binds and is for the benefit of you all jointly and severally.

19. PERSONAL PROPERTIES SECURITIES ACT (“PPSA”)

The provisions of this Agreement relating to our retention of title until you have made payment in full (clause 4) gives us rights under the PPSA.

We have the right to register the security interest created and have other rights under the PPSA.

20. DEFINITIONS AND INTERPRETATION

The meanings of the terms used in this Agreement are set out below.

- (a) Agreement means the agreement between you and us, including these terms and conditions and the Customer Quote Form.
- (b) Business Day means any day except a Saturday, Sunday or public holiday in the place which the Property is situated.
- (c) Customer Quote Form means the customer quotation or order confirmation form or invoice to which these terms and conditions are attached.
- (d) Deposit means the amount you must pay as a deposit (normally 10%), as set out in the Customer Quote Form, Discounted Purchase Price means the price identified as such on the Customer Quote Form and/or sales invoice, which is the net price payable by you if we are assigned the Small-Scale Technology Certificate's.
- (e) Electricity Grid means the electricity grid to which the Property is connected.
- (f) Estimated Installation Date means the date on which we estimate installation will take place.
- (g) Final Installation Date means the date defined in clause 11.2.

- (h) Full Purchase Price means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if we are not assigned the Small-Scale Technology Certificate's.
- (i) Government Approvals means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, permit, authority or exemption required under any law or regulations.
- (j) GST means goods and services tax.
- (k) Installation means the services and works required to:
 - i. conduct pre-installation site inspections at the Installation Property.
 - ii. install the System in accordance with the manufacturer's specifications.
 - iii. test the System to ensure that it is working in accordance with the manufacturer's specifications; and
 - iv. commission the System so that it is operational, in accordance with this Agreement; Installer means our contractor or agent who will carry out the installation.
- (l) Manufacturer's Warranties means the warranties provided by the manufacturer of the System in the manufacturer's brochures provided to you with the Customer Quote Form, or the warranties provided by the manufacturer when if an alternative product is provided in accordance with clause 11.
- (m) Property means the property at which the System will be installed, located at the installation address set out In the Customer Quote Form.
- (n) Purchase Price means the Discounted Purchase Price or the Full Purchase Price, as payable in accordance with this Agreement.
- (o) Recipient Created Tax
- (p) Invoice (RCTI) means where after a written agreement has been entered into, the purchaser (or recipient of the supply) issues a tax invoice for the purchase or goods (or services) rather than the seller issuing the invoice. The RCTI acts as a substitute for a tax invoice being issued by the supplier.
- (q) STC means a 'Small Scale Technology Certificate', a form of Renewable Energy Certificate as defined in the Renewable Energy (Electricity) Act 2000 (Cth).
- (r) System means the solar photovoltaic electricity generation system that is described in the Customer Quote Form.
- (s) We, us means OSG Energy Pty Ltd (ABN 34 652 241 462) also Trading as G&A Martin Solar & Electrical and includes our employees, agents or contractors that we appoint to fulfil the sale and installation of the contract.
- (t) You, your means the person, business or company named as the "Customer" on the Customer Quote Form.