

### Contract Details

<b>Owner Name</b>													
<b>System Price</b>	<b>\$5,499.00</b> *See clause 1 and Breakout Fee												
<b>Contract Term</b>	<b>5 Years</b>												
<b>Breakout Fee</b> <small>(clause 17.4)</small>	<p>You can settle your outstanding payment for the System and acquire title to it by paying to us the Breakout Fee set out in the table below. The Breakout Fee will decrease each year of the Contract Term (with Yr1 being the first anniversary of the date of Completion under the Contract) but is a fixed fee for the entire year and not subject to a pro rata based on the date of termination.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Yr0 – Yr1</td> <td>\$5,499</td> </tr> <tr> <td>Yr1 – Yr2</td> <td>\$4,399</td> </tr> <tr> <td>Yr2 – Yr3</td> <td>\$3,299</td> </tr> <tr> <td>Yr3 – Yr4</td> <td>\$2,199</td> </tr> <tr> <td>Yr4 – Yr5</td> <td>\$1,099</td> </tr> <tr> <td>Yr5</td> <td>FREE</td> </tr> </table>	Yr0 – Yr1	\$5,499	Yr1 – Yr2	\$4,399	Yr2 – Yr3	\$3,299	Yr3 – Yr4	\$2,199	Yr4 – Yr5	\$1,099	Yr5	FREE
Yr0 – Yr1	\$5,499												
Yr1 – Yr2	\$4,399												
Yr2 – Yr3	\$3,299												
Yr3 – Yr4	\$2,199												
Yr4 – Yr5	\$1,099												
Yr5	FREE												
<b>Cooling Off Rights</b> <small>(clause 1 and 21)</small>	<p>Section 7BA of the <i>Home Building Act (1989) NSW (HBA)</i> provides you with the right to withdraw from this Contract during the cooling off period of 5 business days commencing from the date you are supplied with an entire copy of the signed Contract (including any plans or specifications, if any). If you do wish to withdraw from the Contract under the cooling off provisions, you must give us a signed written notice stating that you withdraw from the Contract.</p>												
<b>Licence Number</b>	185448C – CSR Building Products Limited												
<b>Premises</b>													



## NSW Only

### This contract includes

Document	Tick Box
The Consumer Building Guide (for work over \$5,000)	<input type="checkbox"/>
Terms and Conditions (these Terms have been reviewed by you and include all attachments)	<input type="checkbox"/>

### Signatures

Do not sign the contract unless you have read and understand the clauses as well as the notes and explanations contained in the contract and this document.

If you have answered “no” to any question in the checklist, you may not be ready to sign the contract.

Both the contractor and the owner should retain an identical signed copy of the contract including the drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to the contract.

### Signed copy of contract

Under the [Home Building Act 1989](#) a signed copy of the contract must be given to the owner within 5 working days after the contract is entered into.

### Acknowledgement of owners

I/We have been given a copy of the Consumer Building Guide and I/we have read and understand it.

Signed by the Owner:

\_\_\_\_\_

Date:



**This Contract covers Bradford Energy's offer to construct and operate a solar system at your Premises. Bradford Energy will fund the installation and Bradford Activ, a trading name of Energy Locals Pty Limited, will sell to you your energy on demand either direct from the System or from the grid at the Rate for the Contract Term. On expiration of the Contract Term, ownership of the System will transfer to you subject to the terms and conditions set out in the Contract. A Breakout Fee becomes payable if the contract is terminated before the end of the Contract Term. The builder is not a party to this contract and will only be involved to the extent that they will facilitate the installation of the System at your Premises.**

**1. Our Contract**

**1.1** Subject to any Cooling Off Rights and the terms and conditions of this Contract, you agree to:

- a) purchase the System at \$0 upfront; and
- b) enter into an agreement with Bradford Activ for the purchase of energy at the Rate (Bradford Activ Contract),

and we agree to supply and install the System.

**2. Price and Payment**

**2.1** There is no upfront payment required from you.

**2.2** The price payable for the System (including Installation and Commissioning at the Premises) is the System Price and will only be charged by way of Breakout Fee if the Contract is terminated before the end of the Contract Term or you exit the Bradford Activ Contract before the end of the Contract Term. The Breakout Fee is calculated on a yearly basis and is the fixed fee set out in the Contract Details.

**3. Payment**

**3.1** If you delay payment of the money owing to us under this Contract, then we may charge interest on the outstanding amount at the Default Rate, accruing daily from the due date for payment. Our right to charge interest on any amount outstanding is in addition to our other rights and remedies under this Contract.

**3.2** Any fees and charges incurred by us (such as call out fees and/or legal fees), that arise from late or non-payment, will be charged to you and will form part of the Breakout Fee.

**4. Inspection, installation, and delivery**

**4.1** We may contact you or your authorised nominee, to arrange a mutually agreeable time to inspect the Premises prior to Installation of the System. Once an inspection has been conducted, another time may be arranged for Installation of the System. You or one of your authorised nominees must be present at the Premises to provide us with reasonable access to enable us to perform the Installation and Commissioning of the System. We will take all necessary precautions to prevent damage and unnecessary disturbance to the Premises.

**5. Bradford Activ Retail Arrangements**

**5.1** You acknowledge that:

- a) the Installation of the System is intended to facilitate separate contractual arrangements for the retail supply of electricity by Bradford Activ to the Premises for the duration of the Contract Term incorporating an electricity consumption charge not exceeding the Rate contained in the Bradford Activ Contract;
- b) we retain the rights to all electricity generated by the System during the Contract Term and the retail electricity supply arrangements referred to in clause 5.1a) above will establish the basis upon which electricity generated from the System will be managed and/or owned as between you and Bradford Activ in order to enable Bradford Activ to offer the Rate for the Contract Term;
- c) this Contract will terminate in the event that the Bradford Activ Contract is terminated or is not entered into by the parties to it within 60 days of Completion; and
- d) this Contract does not regulate the supply of electricity to the Premises and all matters pertaining to such retail electricity supply during the Contract Term are a matter between you and Bradford Activ.

e) this contract may be terminated in the event the installation does not begin within 12 months of signing of this contract.

f) depending on your contractual arrangements with your builder, your first bill may include charges for the electricity usage during construction of the Premises, with any such charges capped at a maximum of \$280 (incl. GST). Any distributor charges which are applicable to connect power to the home will also be charged at the cost of the service to do this. If you have any queries about payment for electricity used during construction of the Premises, please contact your builder.

**6. Commissioning**

**6.1** Our accredited installers will undertake Commissioning of the System after Installation to ensure that it operates in accordance with the manufacturer's guidelines. Commissioning of the System will be deemed to have occurred when the System commences to operate at the Premises and is dependent on the Meter connection and clause 13.

**Your obligations**

**7.1** We will pay for and obtain all consents, approvals, licences, rights and authorisations which we require to commence and complete the Installation of the System at the Premises and including but not limited to any approval required by a DNSP to connect to and export electricity to the Distribution Network.

**7.2** You agree to do all things necessary, including signing and completing all necessary documents which are necessary to facilitate the obtaining of any consent, approval, licence, right or authorisation reasonably contemplated in clause 7.1.

**7.3** You must take out and maintain, with a reputable insurer, insurance for the replacement value of the System during the Contract Term.

**7.4** You agree to at all times provide a working wireless internet connection so that we may monitor your system remotely and provide firmware updates.

**7.5** You warrant that you will not do anything or omit to do anything during the Contract Term that would void or cancel a Manufacturer



Warranty in respect of the System or any part of it, including but not limited to any unauthorised alteration, repair, modification, enhancement to or tampering with the System or any part of it.

**7.6** You warrant that you will take reasonable care of the System during the Contract Term and that you will not do or omit to do anything during the Contract Term that will have the effect of reducing the performance of the System after the date of Completion including but not limited to:

- a) the construction, installation or intrusion of surrounding structures or objects at the Premises; or
- b) allowing the System to be obstructed or permitting any intrusion to be caused by flora, and whether or not such impact is caused directly or indirectly by an act, error or omission of you or any other third party.

**7.7** You agree to indemnify us and hold us harmless against any loss, cost, liability, damage, expense or claim arising from any unauthorised modifications you make to the System.

## **8. Access Licence**

**8.1** At all relevant times during the Contract Term you grant to us a licence to access sufficient parts of the Premises (including the Meter box, switchboard, proposed inverter location, external walls and the roof where the System is to be mounted), to enable us to perform the Installation and Commissioning of the System (**Access Licence**). You warrant that you have the ability and the authority to grant the Licence to us at all relevant times during the Contract Term.

**8.2** If ownership of the System has not passed to you upon the expiration or earlier termination of the Contract for any reason, then the Access Licence referred to in clause 8.1 will survive for any reasonable period of time which is necessary for us to reclaim possession of the System (or any part of it) and remove the System (or any part of it) from the Premises, if we notify you that we elect to do so within 60 days of the date of such termination or expiry.

**8.3** If we remove the System (or any part of it) from the Premises in accordance with the rights granted

under the Contract, then we are not obligated to repair or reinstate any portion of the Premises upon which the System was Installed except to ensure that the Premises is left in no worse condition (taking into account fair wear and tear) than at the start of the period of the Access Licence (excluding the repair of any damage which was identified by us or our accredited installer and notified to you at the time of or prior to Installation, or is the inevitable consequence of the Installation of the System and any aesthetic damage such as scratching or fading). We agree to repair any holes, cracks and leaks in the roof of the Premises caused by the Installation or removal of any part of the System (other than holes, cracks and leaks in the roof which were identified by us or our accredited installers at the time of or prior to Installation).

## **9. Ownership and Risk**

**9.1** We shall be the legal and beneficial owner of the System at all times during the Contract Term. The System is personal property and shall not attach to or be deemed a part of, or a fixture to, the Premises. If required, you will provide to us a notice acknowledging that the System is not a fixture and remains the property of us regardless of any finding adverse to the presumption that the System is our personal property.

**9.2** Ownership and title of the System pass to you on receipt by us on full and final payment of all amounts owing to us by you under the Contract.

**9.3** Notwithstanding clauses 9.1 and 9.2, all risk of loss or damage to the System passes to you on Completion and from that date, the System is your responsibility.

**9.4** Until the full and final payment of the System Price has been received by us:

- a) you will hold the System as bailee (and you accept your appointment as bailee) and must store the System separately and in such manner so that the System is clearly and readily identifiable as our property;
- b) we may call for, and recover possession of the System at any time as permitted under this Agreement;

**9.5** Our interest in the System is a security interest. You consent to us registering our security interest on the Personal Property Securities Register under the *Personal Property Securities Act 2009* (Cth) (**PPSA**) and agree to provide all assistance reasonably required by us to facilitate the registration. Until title in the System has passed to you in accordance with this clause 9, you agree that you will not in any way assign, charge, lease or deal with the System in such a manner as to create a security interest over the System in the favour of yourself or any third party.

**9.6** To the extent permitted by law: (a) you waive your rights to receive any notice that is required by any provision of the PPSA; (b) for the purposes of sections 115(1) and 115(7) of the PPSA: (i) we do not need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and (ii) sections 142 and 143 are excluded; and (c) for the purposes of section 115(7) of the PPSA, we do not need not comply with sections 132 and 137(3) of the PPSA.

**10. System Guarantee, Warranty and Warranty Exclusions**

**10.1** We provide a 10 year installation warranty on the Installation of the System.

**10.2** All Manufacturers Warranties which apply to the components of the System that are Installed by us and/or our accredited installers will be retained by us during the Contract Term. Upon receipt of full payment of the System Price, we will use all reasonable endeavours to facilitate a transfer or assignment to you of any Manufacturer Warranties which have a remaining warranty period after the end of the Contract Term.

**10.3** The System is not designed for emergency backup of lifesaving equipment and you should not rely upon the operation of the System for this purpose.

**10.4** While unlikely, our System may not operate correctly as a result of updates or due to a temporary fault.

You acknowledge and agree that we will not be liable for any loss or damage suffered, including but not limited to loss of life, as a result of the failure of, reliance upon, misapplication or misuse of, our Systems including but not limited to backup of emergency lifesaving equipment.

**10.5** Whilst we expect the System to operate and perform to a standard which is in accordance with manufacturer specifications, each installation location is different and we do not provide a solar generation guarantee on the System. The performance of the System may be impacted by a range of circumstances, including but not limited to the following:

- a) the construction, Installation or intrusion of surrounding structures or objects after the date of Completion;
  - b) obstruction or intrusion caused by flora after the date of Completion; or
  - c) the occurrence of a Force Majeure Event or a breach of the Contract by you,
- and whether or not such impact is caused directly or indirectly by an act, error or omission of you or any other third party.

**11. Variations and Additional Work**

**11.1** Any Variation requested by you after your order has been placed must be in writing to us. Acceptance of any Variation requested by you must be in writing. We reserve our right to accept or reject any Variation request at our discretion.

**12. Small-scale Technology Certificate (STC)**

**12.1** We will be the owner of any STCs that arise or which are capable of being created as a result of the operation of the System and we will be entitled to transfer such STCs to any person or nominee. You will provide all reasonable assistance to us in preparing all documents necessary for us to receive such STCs, and if you are deemed to be the owner of any such STCs then you will assign the same to us. If you receive any payments in respect of such STCs then you will promptly pay such amounts to us.

**12.2** We may exercise our termination rights, if there is a change in any legislation (including the Renewable Energy legislation) which has or may

have an effect on the commercial viability of the pricing of the Contract, including where the System is a Photo Voltaic System and, as a result of the change, the market value of an STC is reduced to less than 90% of the value for STCs prevailing in the market at the time we entered into the Contract.

**12.3** If you fail to comply with your obligations under clause 12.1 you must pay to us the market value of the STCs as at the date of creation of those STCs.

**13. Exclusions**

**13.1** Unless specifically included in the Contract Details, our price excludes:

- a) supply or installation of tilt frames;
- b) supply of more than 30 meters of electrical cable;
- c) rectification or upgrade of electrical supply or existing electrical components;
- d) trenching and excavation work; and
- e) provision of special access equipment.
- f) regional install outside metro areas
- g) properties where there is insufficient optimal roof-space to install and provide adequate solar generation for 6.6kW of panels (22 panels)
- h) properties where electricity export to the grid is unavailable or no feed in tariff is possible due to distributor restrictions
- i) properties where there is an existing solar PV system feeding into the same meter point
- j) properties where the number of panel splits is more than 1 on different trackers

**13.2** Prior to the Installation of the System, we will advise you of any additional services and/or items (such as the above) that you may require, and provide you with any cost estimates, including estimates for any work related to the Installation of the System which will allow the offer to be available under the Terms of this Contract. For those installations that are not suitable for the Offer, based on the items in 13.1, then we may not be able to make this Offer.

**14. Liability and Force Majeure**

**14.1** To the maximum extent permitted by law, all implied conditions and warranties (other than those

required by the Australian Consumer Law) are hereby excluded. Subject to the Australian Consumer Law and clause 15, neither party will be liable for any Consequential Loss and your sole and exclusive remedy for any damage, whether arising in contract, tort (including negligence) or otherwise will be limited to the following at our election:

- a) in the case of goods, the replacement of goods or supply of equivalent goods, the repair of goods or the payment of the cost of replacing or repairing the goods; or
- b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

**14.2** Except in respect of an obligation to make payment, neither party will be liable to the other for any delay or breach of the Contract due to a Force Majeure Event.

**15. Limitation of Liability under Consumer Guarantees**

**15.1** To the extent that goods or services supplied are not goods of a kind ordinarily acquired for personal, domestic or household use and you are deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, you agree that our liability for a failure to comply with a consumer guarantee that you may have the benefit of under the Australian Consumer Law other than a guarantee under ss51 (title), ss52 (undisturbed possession) and ss53 (undisclosed securities), is limited to, at our election:

- a) replacement of the goods or the supply of equivalent goods;
- b) the repair of the goods;
- c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- d) equivalent goods; or
- e) the payment of the cost of having the goods repaired.

**16. Statutory Warranties**

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

- a) the work under this Contract will be carried out in an appropriate and skilful way and in a proper

- and workmanlike manner to accepted trade standards;
- b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the Relevant Criteria, and that all materials used will be new unless this Contract expressly provides otherwise;
- c) the work under this Contract will be carried out in accordance with all relevant laws and legal requirements;
- d) the work under this Contract will be carried out in accordance with any plans and specifications that form part of the Contract;
- e) any estimate of Prime Cost Items and Provisional Sum Items (as defined in the Applicable Domestic Building Legislation) has been calculated with reasonable care and skill, having regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site), and represents the reasonable cost of supplying and delivering each such item, including our margin;
- f) the work will be done with due diligence and within the time stipulated in the Contract, or if no time is stipulated, within a reasonable time; and
- g) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if you expressly make known to us, the particular purpose for which the work is required or the result that you desire the work to achieve, so as to show that you rely on our skill and judgment.
- 16.2** The warranties set out in clause 16.1 are warranties that are implied into this Contract via operation of the Applicable Domestic Building Legislation. Your rights for breach of these warranties are the same as, and not in addition to, your rights for breach of implied warranties under the Applicable Domestic Building Legislation.
- 16.3** Nothing in this Contract restricts or takes away the rights of a person for breach of these implied warranties.
- 17. Termination**
- 17.1** We may terminate this Contract on 30 days' prior written notice to you for any of the following reasons:
- a) we deem installation of the System falls outside of the required performance, safety or quality levels as determined by us;
- b) System or component failure occurs where we cannot, at a reasonable cost replace, fix or change the required component or element;
- c) **the law or the market** changes in relation to STCs such that we **receive less than 90%** of the value for the STCs prevailing in the market at the date Installation of the System was completed;
- d) the Bradford Activ Contract is terminated before the earlier of: (i) the end of the Contract Term; or (ii) receipt by us of full and final payment of all amounts owing to us by you under the Contract; or
- e) where we determine the Premises are not fit for the Installation of the System.
- 17.2** Either party may immediately terminate the Contract if:
- a) the other party commits a material breach of this Contract;
- b) the other party commits a breach of this Contract (causing loss or damage to the non-defaulting party) and the breach cannot be remedied or can be remedied but is not within 14 days of the defaulting party receiving a written notice from the non-defaulting party requiring the breach to be remedied;
- c) the other party experiences an Insolvency Event; or
- d) a Force Majeure Event continues for a period of more than 60 days.
- 17.3** If we terminate the Contract pursuant to clause 17.1 (in the absence of your breach), you will be refunded any monies you have paid to us and we will have a right to take possession of the System immediately upon termination.
- 17.4** If you elect to terminate the Contract at any time prior to Installation for any reason other than a breach by us under clauses 17.2(a)-(c) then, subject to any applicable Cooling Off Rights, you will be required to pay to us the Breakout Fee (and any other outstanding charges forming part of
- the System Price contemplated under clause 3), which will be a debt immediately due and owing by you to us.
- 17.5** This Contract may be terminated in circumstances provided by the general law and this does not prevent the parties from mutually agreeing in writing to terminate the Contract under other circumstances.
- 17.6** If you intend to sell the Premises, you must either:
- a) promptly notify us of your intention to do so and you must do all things necessary to procure that your rights and obligations under this Contract are novated to the buyer of the Premises with effect on and from the date of transfer of the Premises and on terms acceptable to us; or
- b) pay to us the Breakout Fee and other outstanding charges forming part of the System Price.
- 18. Dispute**
- 18.1** If a dispute exists in relation to the Contract, then both parties agree to use their reasonable endeavours to resolve the dispute via communications conducted by authorised representatives of each party with authority to resolve the dispute before commencing any formal dispute resolution process.
- 19. Credit Assessment**
- 19.1** You consent to us conducting a credit assessment of you as part of determining whether or not we will provide our products and services to you.
- 20. General**
- 20.1** We may collect your personal information where it is relevant to one or more of our activities. We will only use and disclose your personal information in accordance with the Privacy Act 1988 (Cth).
- 20.2** GST is governed under A New Tax System (Goods and Services Tax) Act 1999. Unless GST is expressly excluded, the System Price includes GST.
- 20.3** The law of the State or Territory of which the Installation of the System takes place governs the Contract and the parties submit to the non-exclusive jurisdiction of the courts of that state.
- 20.4** Any estimated savings detailed in any documentation you have received from us are indicative only and are not guaranteed. Any

potential savings derived by you under the Bradford Activ Contract may be impacted by a range of factors and circumstances, and you agree that you have undertaken your own investigations and enquiries with respect to any estimated savings.

**20.5** Any variation of the Contract (except where the variation is contained in the Contract) must be accepted in writing by us.

**20.6** Part or all of any provision of the Contract that is illegal or unenforceable may be severed from the Contract and the remaining provisions continue to remain in force.

**20.7** No rule of construction shall apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.

**20.8** 'Include' in any form when introducing an item or list of items does not limit the meaning of words to which list relates to those items or to items of a similar kind.

**20.9** You must not assign your rights under the Contract without our prior written consent, which we may withhold, acting reasonably. We may assign our rights and obligations under the Contract at any time without your written consent.

## **21. Definitions**

**Access Licence** means the access licence described in clause 6.1 of this Contract.

**Applicable Domestic Building Legislation** means the Home Building Act 1989 (NSW) and any regulations made under this act.

**Applicable Law** means any law, legislation, regulation, rule or legally binding instrument, code, order, scheme, procedure, guideline, direction, standard, tariff, licence or exemption condition or requirement of any Authority, which governs or affects the generation, supply or sale of electricity generally including the Electricity Supply Act 1995 (NSW), the Electricity Supply (General) Regulations 2014 (NSW), the National Energy Retail Law (NSW), the National Energy Retail Regulations, the National Energy Retail Rules, the National Electricity Rules, the Corporations Act 2001 (Cth), the Competition and Consumer Act 2010 (Cth), the Renewable Energy (Electricity) Act 2000, Renewable Energy (Electricity)

Regulations 2001, any Applicable Domestic Building Legislation and the Personal Property Securities Act 2009 (Cth).

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation, as amended from time to time.

**Bradford Activ** is a trading name of Energy Locals Pty Ltd ABN 23 606 408 87

**Bradford Activ Contract** is the retail contract to be entered into by you and Bradford Activ.

**Breakout Fee** means the breakout fee for the early repayment of the System Price in accordance with the reducing balances set out in the Payment Schedule.

**Business Day** means a day on which banks are open for business in Sydney Australia, excluding a Saturday, Sunday or public holiday in that city.

**Change in Law** means that after the date of execution of the Contract, an Applicable Law is amended, modified, nullified, suspended, repealed, changed or affected in any material respect or there is a change in the application, effect or official interpretation of any Applicable Law, but does not include changes in federal or state income tax laws.

**Commission or Commissioning** means testing of the System in accordance with clause 6.1.

**Completion** means the date of completion of the Installation and Commissioning of the System on the Premises such that the System is able to generate electricity in accordance with relevant manufacturer specifications and Applicable Laws and is connected to a Meter at the Premises, as certified by written notice from us to you.

**Consequential Loss** means any loss or damage incurred by a party or any other person that is indirect or consequential, including without limitation any loss of revenue; loss of income; loss of business; loss of profit; loss of production; loss of or damage to good will; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

**Contract** means the contract for Installation and Commissioning of the System at the premises, comprised of

these Terms and Conditions, the Details Section and any handover documents.

**Contract Details** means the document titled 'Contract Details' and should be read as the first page of the Contract.

**Contract Term** means 5 years.

**Cooling Off Right** means your right to withdraw from this Contract under section 7BA of the Home Building Act 1989 (NSW) and any other relevant laws which may later prescribe a right of a consumer to cool off.

**Default Rate** means the corporate overdraft reference rate for overdrafts greater than \$100,000 applied from time to time by the Commonwealth Bank of Australia plus 2%.

**Distribution Network** means the electricity distribution network to which the Premises is connected.

**DNSP** means the distribution network service provider (as that term is defined in the National Electricity Rules) that is authorised and/or required by Applicable Law to provide electricity distribution services to the Premises.

**Exclusions** means the exclusions pertaining to the Installation and Commissioning of the System described in clause 13 of these Terms, and in respect of any other exclusions not referred to in clause 13 but which are specific to the Premises, the additional exclusions (if any) set out Contract Details.

**Force Majeure Event** means any matter or thing beyond a party's control, including but not limited to transport stoppages, transport breakdown, fire, flood, earthquakes, strikes, acts of god, lockout, work stoppages, intervention of public authority, accidents or default of our suppliers or subcontractors.

**Handover Pack** means the document to be handed over to you on Completion.

**Insolvency Event** means any of the following: a party resolves to be wound up or dissolved; has a winding up application presented against it; has a controller, receiver, receiver/manager or administrator appointed to it, or over all or part of its business or assets; has a liquidator or a provisional liquidator or bankruptcy trustee appointed to it; is insolvent or unable to pay its debts when they fall due; is bankrupt or commits any act of bankruptcy; enters into any arrangement or assignment for the benefit of its creditors; or anything analogous, or having substantially similar

effect, to the occurrence of these events in relation to a party.

**Installation** means installation of the System at the Premises.

**Manufacturer's Warranty** means the warranties in respect of the System and its components as set out in the Handover Pack.

**Meter** has the meaning given in the National Electricity Rules.

**National Electricity Rules** means the National Electricity Rules, as in force from time to time, made under the National Electricity Law set out in the schedule to the *National Electricity (South Australia) Act 1996* of South Australia.

**PPSA** has the meaning given to that term in clause 9.5.

**Premises** means the premises upon which the System is to be Installed and Commissioned, as set out and described in the Contract Details.

**Rate** means the consumption rate for electricity to be provided to the Premises by Bradford Activ as set out in the Bradford Activ Contract.

**Relevant Criteria** means generally accepted practices or standards applied in the building industry for materials or specifications, instructions or recommendations of the manufacturers or suppliers of the materials.

**STC(s)** means small-scale technology certificate(s) as defined in the *Renewable Energy (Electricity) Act 2000* (Cth) which are created in respect of the operation of the System.

**System** means an integrated rooftop solar photo voltaic system for the generation of electricity from solar energy consisting of photovoltaic panels and associated equipment to be installed on the Premises, which system and equipment (including

capacity) is described in the Contract Details.

**System Price** means the purchase price of the System (including Installation and Commissioning).

**Terms** means these standard Terms and Conditions.

**Variation** means additional work required to carry out installation of the System or work which can be omitted from installation of the System.

"**we**" or "**us**" means CSR Building Products Limited ABN 55 008 631 356, trading as Bradford Energy and "**our**" has a similar meaning.

"**you**" means you the customer, as described in the Contract Details or any person acting by your authority and on your behalf in its capacity as your tenant at the Premises under a lease and "**your**" has a similar meaning.