



Standard Terms:

1. Defined meanings

Unless the context requires otherwise, and in this Agreement the following terms have the following meanings:

"Agreement" means this document entitled 'Standard Terms' and includes all documents, annexures and schedules attached to, or referred to, in it.

"CEC" means the Clean Energy Council <https://www.solaraccreditation.com.au/>

"Customer" or "you" means the person identified as the "Customer" in the Quote.

"Completion Date" means the date specified in the notice under clause 3.5.

"Equipment" means the goods to be installed by Lakes Solar pursuant to an Agreement as set out in the Quote.

"Fee" means the fee payable by the Customer in accordance with clause 11 of the Agreement.

"Future Energy Legislation" means any legislation or regulation, whether federal or state or territory based, aimed at reducing greenhouse gas emissions or energy consumption and includes the NSW Energy Savings Scheme or any succeeding or similar regulation or legislation.

"Installation Work" means all works required for Lakes Solar to install the Equipment at the Site in accordance with the Agreement, including that set out in the Quote.

"Legislative Requirement" includes any:

- (a) statute, regulation, ordinance, code or other law including regulations and other instruments under them including certificate, licence, consent, permit or approval required by those instruments; and
- (b) code of practice, guidelines, rules policies, releases or standards issued by relevant regulators, government authorities, or industry bodies, whether or not having the force of law, which are applicable to the Equipment or the Installation Work and any other obligation to be performed by either party under this Agreement.

"Other Permits" includes any approvals, permits, consents, authorisations, licenses and the likes other than the approvals, authorisations, licenses, consents and permits referred to in clause 7.1.

"Quote" means Lakes Solar's quotation to you in respect of the Equipment and the Installation Work, in which this Agreement is set out.

"Renewable Energy Legislation" means the Renewable Energy (Electricity) Act 2000, the Renewable Energy (Electricity) (Charge) Act 2000 and the Renewable Energy (Electricity) Regulations 2001, as amended from time to time, or any replacement or other relevant legislation and regulations.

"Site" means the Customer's premises upon which the Installation Work is to be performed as set out in the Quote.

"STC" means a small-scale technology certificate and has the meaning given to it in the Renewable Energy Legislation and, if the Renewable Energy Legislation is amended or replaced by any other legislation, will extend to include any certificate or right similar to an STC as it appears in the amended Renewable Energy Legislation or replacement legislation.

"Warranty Period" means

- (a) 25 year Solar panel performance warranty
- (b) 10 year (min) Solar panel manufacturing defects warranty (specific Brands may exceed this)
- (c) 10 year mounting frame warranty
- (d) 5 year (min) inverter warranty (specific Brands may exceed this)
- (e) 7 year workmanship warranty

2. Application of these terms

2.1 The supply of Equipment and Installation Works will be subject to the provisions of this Agreement and the Quote.

2.2 This Agreement cannot be cancelled or varied without our prior written consent of the other party.

3. Sale and installation

3.1 You agree to purchase from Lakes Solar the Equipment on and subject to the provisions of this Agreement.

3.2 Lakes Solar will use its best endeavours to deliver the Equipment and carry out the Installation Works in accordance with the timelines and milestones set out in the Quote.

3.3 You acknowledge that certain elements of the Installation Work may be carried out before or after the Installation Date (including pre-installation wiring work, and post-installation commissioning of the Equipment).

3.4 When we complete the Installation Work we will issue to you a written notice specifying the Completion Date.

3.5 Should a significant change in the design of the Photovoltaic System mean a change in performance, Lakes Solar will seek customer approval or offer a full refund and cancellation of the agreement.



4. Ownership and risk in Equipment

- 4.1 Ownership of the Equipment passes to you on the date full payment for the Equipment and Installation Works is made by you to us in cleared funds.
- 4.2 Risk of loss or damage to the Equipment passes to you on the time of delivery onto the Site. From that date the Equipment will be your sole responsibility.
- 4.3 You will take all reasonable steps to ensure that the Equipment is placed and stored in a secure location from the date it is delivered to the Site until the Completion Date.

5. Warranties

- 5.1 Subject to clause 5.3, we warrant that we
- (a) will exercise due skill, care and diligence in the execution and completion of the Installation Works;
 - (b) at all times will engage and retain persons who are CEC accredited installers to carry out the Installation Works;
- (c) will supply the Equipment and carry out the Installation Work in accordance with the terms of this Agreement; (d) will:
- (i) effect and maintain public and product liability insurance for an amount of not less than \$10,000,000.00 until the expiry or termination of this Agreement; and
 - (ii) insure against statutory and common law liability for death of or injury to persons employed by us until the expiry or termination of this Agreement; and
- (e) will not knowingly do anything that may void any warranties given by other contractors to you or by the manufacturer of the Equipment.
- 5.2 Subject to clause 5.3, we warrant that during the 10 Year Whole System Warranty Period, the Equipment will:
- (a) interface, integrate and interconnect with the Site;
 - (b) be of good and merchantable quality; and
 - (c) the whole system be free from defects in performance design, materials, workmanship and installation. We will rectify any non-conformance of the Equipment with the warranties set out in this clause 5.2 during the Warranty Period in accordance with clause 10.2.
- 5.3 Despite clauses 5.1 and 5.2:
- (a) our warranties do not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse or normal wear and tear, any events beyond our reasonable control including hail stones, problems with electricity such as outage or power surges, servicing or repairs carried out by non-authorized Lakes Solar repairers, problems caused by parts not supplied by us, and any act or omission, whether negligent or otherwise, of you, any third party, or your or their agents or contractors. All liability for any such external causes is excluded to the fullest extent permitted by law;
 - (b) our warranties do not cover loss of performance outside the control of Lakes Solar, including surrounding building changes, modifications to the Site characteristics in relation to the Equipment, that effects the capacity of the system to generate the quoted performance.
- (c) When AC Micro Inverter Systems or Grid Connect Batteries are installed the Customer will be responsible for installing and maintaining a fixed broadband internet connection and WiFi network connection at the premises.
- 5.4 Owner Obligations:
- When the solar system is installed, a document will be provided to the owner which explains a recommended maintenance routine for your solar system and advice on how to monitor its performance. Lakes Solar expects both timely and well documented maintenance procedures and performance data to be submitted for Lakes Solar to be able to respond quickly to warranty performance claims.

6. Assignment, subcontracting and Lakes Solar's personnel

- 6.1 You may not assign your rights and obligations under this Agreement without our prior written consent, which consent may be withheld in our sole discretion.
- 6.2 We may assign our rights and obligations under this Agreement at any time without your prior written consent.
- 6.3 We may, without your prior written approval and without giving you notice:
- (a) subcontract, or allow a CEC accredited subcontractor to subcontract, any of our obligations under this Agreement; and
 - (b) allow a CEC accredited subcontractor to assign a subcontract or any payment or any other right, benefit or interest thereunder. We will be liable to you for the acts, defaults or omissions of our subcontractors and our appointment of subcontractors will not relieve us from any liability or obligation under this Agreement.



7. Legislative Requirements

- 7.1 You must, before we perform any Installation Work, procure and maintain any development approval or building approval required by the local council or other Legislative Requirement having jurisdiction over the Site.
- 7.2 Either party must promptly notify the other if it becomes aware of any Other Permits that are necessary for us to supply the Equipment or carry out the Installation Work.
- 7.3 If either party gives a notice under clause 7.2, we will use our best endeavours to obtain the Other Permits required and you will reimburse us for the reasonable costs that we incur in obtaining those Other Permits. We will notify you of those costs promptly after we become aware of them.
- 7.4 You will do all things necessary in order assist and enable us to obtain the Other Permits referred to in clause 7.2.
- 7.5 Lakes Solar will comply with the Clean Energy Council Solar Retailer Code of Conduct.
Documentation can be found at <https://www.solaraccreditation.com.au/>

8. Access and Protection of People and Property

- 8.1 You must give us access to sufficient parts of the the Site to enable us to perform our obligations under this Agreement, including (without limitation) delivering the Equipment to the Site and carrying out the Installation Work.
- 8.2 You warrant that at all relevant times you have the ability and authority to grant the right of access referred to in clause 8.1.
- 8.3 You expressly acknowledge that we have relied on the warranty in clause 8.2 in entering into this Agreement.
- 8.4 We will, in the course of carrying out the Installation Work, take reasonable measures necessary to:
- (a) protect people and property at the Site;
 - (b) avoid unnecessary interference with the passage of people and vehicles at the Site; and
 - (c) minimise nuisance and unreasonable noise and disturbance.
- 8.5 If we damage property at the Site, we will promptly rectify the damage and pay any compensation which the law requires us to pay.
- 8.6 Despite anything else in this Agreement:
- (a) we will not be liable for any loss or damage (including liability for death or injury to persons and loss of or damage to property) caused, either directly or indirectly, by the conditions and physical characteristics of the Site (including any latent conditions); and
 - (b) you warrant that there are no conditions or physical characteristics of the Site that would preclude, or have any adverse effect on, the carrying out of the Installation Work or pose any threat to those carrying out the Installation Work.

9. Cleaning up

- 9.1 We will keep the areas of the Site that we access to perform this Agreement clean and tidy and will remove rubbish and surplus material created by our performance of this Agreement.
- 9.2 If we fail to comply with our obligations in this clause 9, you may notify us in writing specifying the non-compliance and we must rectify that non-compliance as soon as reasonably practicable.

10. Limitations of liability

- 10.1 Despite any other provision of this Agreement, and subject to any statutory obligations or remedies which cannot be excluded:
- (a) our liability under this Agreement, in tort or on any other basis in respect of, in connection with or arising out of the Equipment or the Installation Work is limited to us re-performing the Installation Works (in whole or in part) or replacing or repairing the Equipment or parts of the at our cost, as we determine in our sole discretion;
 - (b) we will not be liable to you for any loss, liability, damage or expense caused by any event or circumstances beyond our reasonable control; and
 - (c) (to the extent permitted by Legislative Requirements), our total cumulative liability to you whether under, arising out of or in any way connected with this Agreement including by way of indemnity, for breach of contract, for tort (including negligence), in equity, under statute or otherwise is limited to and will not exceed the amount that we actually receive under a contract of insurance which we are required to procure under this Agreement.
- 10.2 Subject to any statutory obligations or remedies which cannot be excluded, the obligation of Lakes Solar under any warranty or other liability under this Agreement is limited to Lakes Solar re-performing the Installation Works or replacing or repairing the Equipment or parts of that Equipment at its cost, as Lakes Solar decides in its sole discretion.

11. Payment

- 11.1 Subject to clause 11.6, you are required to pay the Purchase Price as follows:



LAKES SOLAR

ALTERNATIVE ENERGY SOLUTIONS

- (a) the amount of the Deposit (if any) on the day you commit to purchase; and
 - (b) the balance (being the Purchase Price less the Deposit) in full on or before the day of installation.
- 11.2 Where you have elected to pay the balance of the Purchase Price using credit card you authorise us to charge your credit card for the full amount owing for the Goods and Services including any additional costs referred to in clause 11.5 (if applicable).
- 11.3 If you fail to pay the Purchase Price when due, or if any purported payment by you is not honoured, you must pay on demand any costs, expenses or losses which have been, or are likely to be, incurred by us as a result, including costs associated with the collection of any outstanding amounts (including the costs of any debt collection agency) and any cheque dishonour fees.
- 11.4 If you fail to pay the Purchase Price when due you acknowledge and agree that we may (without prejudice to any other rights or remedies that we may have):
- (a) charge interest on the overdue amount at a rate equal to the rate specified in the Penalty Interest Rates Act 1983 (Vic) plus 2% which will be calculated on a day by day basis from the date the amount was due until the date the overdue amount is paid in full;
 - (b) lodge a default on your credit history file;
 - (c) engage a debt collection agency to pursue the outstanding debt on our behalf, as well as any other costs, expenses or losses incurred by us as a result of your failure to pay (including the costs of the debt collection agency); and/or
 - (d) commence legal proceedings in order to recover any debt owed by you and our fees and expenses in bringing legal proceedings against you, including administration and legal fees on a solicitor/client basis.
- 11.5 Should a subsequent quote exceed the original cost by more than 5%, or cause significant changes to the system performance, Lakes Solar will seek approval of the client, who can either accept the changes or request a full refund.
- 12. STCs, Feed in Tariffs and Government Rebates**
-

Australian Solar Credits Subsidy

The Solar Credits program is part of Australia's Renewable Energy Target. Under this initiative, every megawatt hour of qualifying small-scale renewable energy generation is eligible for Small-scale Technology Certificates, known as STCs.

This means when a solar power system is installed it not only accesses the value of the energy it produces, but also the monetary value of the accompanying certificates.

How does the Solar Panels credits scheme work?

A single STC is equivalent to one megawatt hour of electricity produced on average until 2030. STCs are currently issued with solar power systems, and solar panels and can be traded for cash. The value of a STC is dependent on market conditions.

When you purchase a solar power system from Lakes Solar, we have already discounted the STC value for you in your solar quote. For example on a 4.5kW system, this value can represent around \$2800 (March, 2017) of available subsidy. On the day of the installation, you assign the STCs over to Lakes Solar and we then complete the registration of these certificates with the Renewable Energy Regulator on your behalf, thereby saving you the hassle of doing it.

- 12.1 You may be entitled to receive a feed in tariff from your electricity retailer in relation to electricity produced by the Goods which is fed back into the electricity network. Any information provided by us regarding the applicability of any feed in tariffs is based on our understanding of your current situation and based on the current information that has been provided to us by electricity retailers and State governments. We strongly recommend that you personally contact your electricity retailer for advice about the exact feed in tariffs that might apply to your situation.
- 12.2 You may be entitled to receive a grant, rebate or other benefit from a government or to create Small-scale Technology Certificates (STCs) as a result of the purchase or installation of the Goods. We do not warrant that you will receive any grant, rebate or other benefit or be entitled to create STCs.
- 12.3 If the Purchase Price incorporates a point of sale discount on the basis that:
- (a) you will assign some or all of your rights to create STCs to us, the Purchase Price is conditional on you assigning to us your rights to create those STCs;



LAKES SOLAR

ALTERNATIVE ENERGY SOLUTIONS

- (b) we will receive payment of a grant, rebate or other benefit, you authorise us to apply for that grant, rebate or other benefit in your name and to receive payment of that grant, rebate or benefit on your behalf.
- 12.4 You agree to take whatever action we may reasonably require in order for the assignment referred to in clause 12.3(a) to take effect or for us to obtain payment of the grant, rebate or other benefit referred to in clause 12.3(b).
- 12.5 We will use our reasonable endeavours to assist you to assign to us your right to create any STCs or to apply for and receive any grant, rebate or other benefit that you may be entitled to or eligible to create as a result of the installation of the Goods. However if, for any reason outside our control:
- (a) you have not received the payment of any grant, rebate or benefit incorporated in the Purchase Price; or
- (b) we are not able to create the number of STCs anticipated in the Quote, you must pay the amount of that grant, rebate or benefit or the amount equal to the value of the point of sale discount given (or the balance which remains outstanding) to us within 7 days of us notifying you of the additional amount being payable.
- 12.6 You acknowledge that a government may, at any time, make legislative changes which may affect your eligibility for, or entitlement to, any incentives, subsidies, grants, rebates, STCs or other benefits. We will not be liable to you in the event that such legislative changes occur and you expressly exclude us from any such liability.
- 12.7 You acknowledge that in certain circumstances a government may require you to repay a grant, rebate or other benefit. Except where we have breached our obligations to you, we will have no responsibility to you in the event that you are required by a government to repay a grant, rebate or other benefit.

13. Termination

- 13.1 If you breach this Agreement (including failing to make a payment in accordance with the terms of this Agreement), we may give you written notice of such breach and require you to rectify that breach (including making payment of all outstanding amounts) within 7 days from the date of that notice. If you fail to rectify that breach (including making payment of any outstanding amounts) by the date specified in the notice, we may by further written notice terminate this Agreement.
- 13.2 Without prejudice to our rights and powers under this Agreement, we may, at any time, including in the absence of your breach, terminate the Agreement in writing for any of the following reasons: (a) where we (acting reasonably) deem the Installation Works fall outside the required performance, safety or quality levels as determined by us; (b) in the event of Equipment or component failure where we cannot, at a reasonable cost, replace, fix or change the required component or element; (c) where we determine (at any time) that the Site is not fit for the Installation Works or the Installation Works are adversely affected by, or otherwise rendered impracticable due to the conditions of the Site (including any latent conditions discovered after the date of this Agreement); (d) where we consider that any change in a Legislative Requirement or the Renewable Energy Legislation (after the date of this Agreement) or the commencement of any Future Energy Legislation has or may have an adverse effect on the commercial viability of our obligations under this Agreement, our pricing structures or our business; and (e) where for any reason STCs are not created in connection with this Agreement or where for any reason we are not entitled to the full and unencumbered benefit of the Lakes Solar STCs.
- 13.3 You may terminate this Agreement if we fail to complete the Installation Work within 10 days after the Installation Date weather permitting.
- 13.4 Either party may terminate this Agreement: (a) if the other party enters into an insolvency event, including (without limitation) liquidation, winding up, receivership, administration, de-registration, or ceasing to trade; or (b) at any time by mutual agreement in writing.
- 13.5 In the event that we terminate this Agreement under clauses 13.1 or 13.2, then unless ownership in the Equipment has passed to you in accordance with clause 4.1, title in, and ownership of, the Equipment will immediately transfer to us upon termination and we may at any time remove the Equipment (and any other goods belonging to us) from the Site. You agree to grant us all necessary access to enable us to exercise our rights under this clause 13.5. If we exercise our rights under this clause you must pay to us the costs and expenses we incur in removing the Equipment (and any other goods belonging to us) from the Site.



14. GST

- 14.1 A reference in this clause 14 to a term defined or used in A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 14.2 Unless otherwise stated, all amounts payable for any supply under or in connection with this Agreement exclude GST.
- 14.3 A recipient of a taxable supply made under this Agreement must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply.
- 14.4 The recipient must pay the GST to the supplier at the same time as the consideration is payable.
- 14.5 A party's obligation to reimburse another party for an amount paid or payable to a third party (e.g. a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.
- 14.6 Each party making a taxable supply under this Agreement must issue a valid tax invoice to the other party for each taxable supply at or before the time it makes the taxable supply.
- 14.7 Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Agreement.

15. General

-
- 15.1 Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.
- 15.2 The laws of the state or territory in which the Site is located apply to this Agreement and the parties submit to the non-exclusive jurisdiction of the courts of that state or territory and its appellate courts.
- 15.3 Nothing in this Agreement or any circumstances associated with it or its performance is to give rise to a joint venture or any relationship of partnership or employer and employee between you and us or between you and any of our personnel.
- 15.4 Each party must pay its own costs in the preparation and execution of this Agreement. You must pay all stamp duty on this Agreement and any other agreement or transaction contemplated by this Agreement.

16. Privacy

-
- 16.1 We may collect your personal information where it is relevant to one or more of our activities, including products and services we acquire from suppliers and products and services that we offer to customers. Personal information about you may be used by us and our related companies to investigate, assess and process the Agreement (including investigating you and/or your company's or business's credit worthiness). Information provided by you may be disclosed to our bankers, other credit providers or credit reporting agency ("sources"). We may collect information about you from these sources, for the purpose stated above. We are bound by the national privacy principles contained in the Commonwealth Privacy Act. The Lakes Solar Privacy Policy is available on request and covers information that Lakes Solar collects or is provided to us.
- 16.3 Please notify Lakes Solar if any of the information provided by you changes. If you are providing personal information to Lakes Solar about another person in connection with this Agreement, it is your responsibility to ensure that person is made aware of the uses that Lakes Solar may make of the information, and of the matters set out above.