



1. Acceptance

1.1. You agree to be bound by this Agreement by duly completing and executing it and returning it to Coastal Electric Energy Pty Ltd (Coastal Electric) by one or more of the following:

- (a) accepting a quotation electronically by following the instructions on the quotation or order form; or
- (b) emailing a scanned copy to sales@coastalelectric.com.au; or
- (c) posting a copy to Coastal Electric Pty Ltd, PO Box 1755, Toowong DC. 4067 QLD;

1.2. Acceptance is deemed to have occurred on the business day a properly completed and executed copy is received by Coastal Electric as per Clause 1.1; or if received after close of business, on the following business day.

1.3. Coastal Electric reserves the right to terminate this Agreement for any reason and without penalty within 7 business days after Acceptance.

1.4. Coastal Electric may terminate this Agreement at any time and without penalty if, at Coastal Electric's sole discretion, Coastal Electric determines the installation or services cannot be provided due to factors including but not limited to safety, access, building condition, or product availability.

2. Clean Energy Council Code of Conduct

2.1. Coastal Electric Energy will comply with the Clean Energy Council Solar PV Retailer Code of Conduct.

3. Products and Services

3.1. You agree to buy the solar, storage, energy management, or other products and services (System) from Coastal Electric and for Coastal Electric to install the System at your property on the terms of this Agreement and you agree to be bound by this Agreement on and from Acceptance.

3.2. Coastal Electric agrees to install the System on your property and be bound by this Agreement on and from Acceptance.

4. Purchase Price and Amount Payable

4.1. You will pay the Deposit to Coastal Electric on or immediately after Acceptance.

4.2. The Deposit is forfeited to Coastal Electric if this Agreement is terminated as a result of your default.

4.3. The balance of the Amount Payable (less the Deposit) must be paid to Coastal Electric on or before the 7th day after the installation of the System at your property.

4.4. The Parties acknowledge that the Price inc GST (Purchase Price) was based on information and details (Information) supplied by you to Coastal Electric. If either party ascertains that the Information was materially inaccurate to such an extent that additional costs would exceed 5% of the Purchase Price, then the parties will need to agree to revise the Purchase Price and in the absence of such agreement either party may terminate this Agreement by giving 5 days written notice to the other party.

5. Authority to Install

5.1. You authorise Coastal Electric:

(a) to install the System at your property; and
(b) to make an application, if required, to your energy distributor or other parties for the connection of the system to the energy grid.

5.2. You warrant that you own your property and that you have full authority to accept this Agreement. You must ensure that Coastal Electric has sufficient access to your property at the times it may reasonably require in order to install or remove the System. If, during the process of installation, some or all of the System or its components are affixed, attached or secured to land or premises at your property, the goods are deemed not to be a fixture and may be removed by Coastal Electric at any time in accordance with this Agreement.

5.3. You must sign all documents and take all action Coastal Electric requires to install the System and to connect or arrange to connect the System to the electricity grid.

5.4. You are responsible for all local government or planning requirements for the installation and operation of the System and you agree that Coastal Electric are not responsible for any breach of local government or planning regulations or laws.

6. Ownership and Risk

6.1. Ownership of the System and its components on your property passes to you after you have:

(a) paid the Amount Payable in full to Coastal Electric; and
(b) completed any documents, or taken any action, Coastal Electric requires under this Agreement.

6.2. Risk in respect of the System and its components passes to you when they are installed at your property.

7. Small-Scale Technology Certificates (STC's)

7.1. Coastal Electric does not warrant that you will receive any grant, rebate, credit, other benefit or be entitled to create the environmental rights which you request for your property.

7.2. You authorise Coastal Electric to sign and apply for STCs in your name and for Coastal Electric to trade, onsell or otherwise receive payment for those STCs on your behalf. You or Coastal Electric must sign all documents and take all action Coastal Electric requires in order for Coastal Electric to obtain the benefit of the full amount of the STC Value.

7.3. The STC Value is based on current prices being offered for STCs on the current market at the time of preparation of your quotation. The STC value on your quotation/order will apply (after Acceptance) to your System unless you delay the installation by more than 30 days from the proposed installation date, or you request a delayed installation due to pending building works, renovations, or other factors unrelated to Coastal Electric.

7.4. If the installation is delayed as per 7.3, the STC price is subject to change between Acceptance and final installation. If the price of STCs at the time of installation decreases by 5% or more, then the parties will need to agree to postpone the final installation or revise the STC Value and Amount Payable. In the absence of such agreement either party may terminate this Agreement by giving 5 days written notice to the other party and your deposit will be refunded.

7.5. If Coastal Electric does not receive the benefit of the full amount of the STC Value for any reason whatsoever, you must pay the amount of the shortfall within 21 days of Coastal Electric notifying you of that amount.

7.6. Coastal Electric has no responsibility if you are ever required to repay part or all of the STC Value to a government authority.

7.7. You must sign any and all forms required to assign the benefit of STCs to Coastal Electric.

8. Termination

8.1. Coastal Electric may terminate this Agreement if you fail to comply with its terms.

8.2. You may elect not to buy the System if they are not installed at your property within 120 days after the date of Acceptance due to a delay within Coastal Electric's control.

8.3. If you notify Coastal Electric in writing of your decision to terminate this Agreement pursuant to Clause 7.2, your Deposit will be refunded to you within 30 days of receipt of such notification.

8.4. If you cease to own your property before the installation of the System is complete, Coastal Electric may terminate this Agreement.

8.5. If this Agreement is terminated under Clause 3.2, 3.4, 7.1 or 7.4, prior to the supply and/or installation of the System or any of its components; you agree to reimburse Coastal Electric for any expenses reasonably incurred (including but not limited to deposits paid, inspection fees, re-stocking fees for purchased products and administration fees) up to and including the date of termination. You agree this amount may be deducted from any deposit refund and in the event the amount exceeds the deposit you agree to pay Coastal Electric the balance.

8.6. If this Agreement is terminated under Clause 3.2, 3.4, 7.1 or 7.4, after the supply and/or installation of the System or any of its components;

(a) Coastal Electric may remove the System and its components from your property if any amount remains due and payable 15 days after the date of termination;

(b) The proceeds from any sale of the System and its components (net of the cost of their removal and sale) may be set off against any amount due from you to Coastal Electric under this Agreement;

8.7. If you sell your property after the supply and/or installation of the System or any of its components, and there is still money payable by you to Coastal Electric; then you agree that such

money outstanding is secured over your property and Coastal Electric is entitled to lodge a caveat over the title of the property.

9. Failure to Pay

9.1. If you fail to pay any amount that is due and payable under this Agreement, interest accrues at annualised rate of 18.5% from the day the payment becomes due. An Administration Fee of \$150 is payable if any amount is outstanding for more than 7 days,

9.2. You agree to pay Coastal Electric any costs associated with recovery of the unpaid amount (including, but not limited to, legal costs).

10. Coastal Electric Warranties

10.1. Coastal Electric warrants that once the System is installed, the installation will comply with all relevant Australian standards and with all relevant codes of practice, building codes, and legislative requirements in place at the time of installation, other than as outlined in 4.4.

10.2. Coastal Electric will repair at its cost any damage to your property that is directly caused in installing the System unless such damage was caused or contributed to by a pre-existing condition of the property (including the condition of the roof), its structure or its electrical wiring/systems provided that you notify Coastal Electric of that damage within 14 days after installation,

10.3. Coastal Electric products are warranted by their respective manufacturers and distributors. Full details of these warranties are available on request and are provided at the time of installation.

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

11. No Guarantee of Performance

11.1. The performance of the 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 surrounding structures and flora.

11.2. Coastal Electric will use its reasonable endeavours to install the System in a position that is likely to maximise its performance unless requested otherwise by you.

11.3. Coastal Electric does not guarantee the performance of any System other than as outlined in the quotation and associated documentation and accepts no responsibility if the performance is lower than anticipated. This does not affect or diminish Coastal Electric's or the manufacturers' warranties in relation to the System and its components.

12. Exclusion of Warranties and Liability

12.1. Coastal Electric does not make any representations or warranties to you in connection with any System or their installation, except for those warranties set out in this Agreement and those warranties which cannot be excluded from this Agreement.

12.2. To the extent permitted by law, Coastal Electric's liability for breach of any express or implied condition or warranty is limited to the repair or replacement of the relevant System.

12.3. To the maximum extent permitted by law, Coastal Electric has no liability to you for breach of this Agreement other than as set out in the preceding paragraph and, in particular, Coastal Electric has no liability to pay any damages or compensation for breach of the Agreement.

13. Privacy and Information

13.1. You will provide Coastal Electric with all information it requires from you to apply for STCs. You authorise Coastal Electric to apply for credit information about you.

13.2. The information collected by Coastal Electric may include "personal information" within the meaning of the Privacy Act 1988 (Cth).

13.3. Coastal Electric will collect information from you for the purposes of applying for and registering STCs on your behalf.

13.4. Accordingly, Coastal Electric may disclose that information to or with:

- (a) relevant Government authorities;
- (b) Coastal Electric's related bodies corporate, agents and contractors (such as installers, suppliers and debt collection agencies);
- (c) where relevant, your distributor, where required to fulfil its obligations under this Agreement;
- (d) STC trading partners; and
- (e) for any other purpose you consent to or as authorised by law.

13.5. By accepting this Agreement, you consent to Coastal Electric collecting, using and disclosing your information as set out in this Agreement.

13.6. You can access the personal information Coastal Electric holds about you by contacting Coastal Electric by phone, email or fax.

14. Miscellaneous

14.1. This Agreement sets out the entire agreement between you and Coastal Electric.

14.2. This Agreement is governed by the laws of the Commonwealth of Australia.

14.3. A reference to Coastal Electric includes a reference to its employees, servants, agents, installers, contractors and sub-contractors where the context so requires.

14.4. A reference to business days means Monday to Friday excluding Public Holidays. Any other reference to days means calendar days.

14.5. Headings to clauses are for convenience only and shall not affect the construction of this Agreement.

14.6. Clauses 4.2, 4.4, 7.5, 7.6 and 7.7 shall survive any termination of this Agreement.