



RAA Solar and Battery Storage - Terms & Conditions (Commercial)

1. Agreement

- (a) These Terms set out the basis on which RAA provides its goods and services, and will apply to any provision of Goods and/or Services by RAA to the Customer.
- (b) A contract for the supply by RAA, and purchase by the Customer, of the Goods and Services will be formed on the date that the Customer accepts the Quote issued by RAA by:
 - (i) signing and returning to RAA an executed Quote Acceptance; and
 - (ii) paying the First Progress Payment within 24 hours of signing the Quote Acceptance.
- (c) Unless otherwise indicated, a Quote issued by RAA is open for acceptance for a period of 30 days from the issue date.
- (d) RAA reserves the right to withdraw or vary a Quote, including the Price, at any time up until a Contract is formed between the parties by the Customer accepting the Quote in accordance with clause 0(b).
- (e) The Contract in its entirety is made up of the following documents, to the exclusion of all other terms and conditions. In the event of a conflict, the earlier listed document takes priority and prevails over a later listed document to the extent of any inconsistency:
 - (i) the Quote Acceptance;
 - (ii) the Quote;
 - (iii) any plans, specifications or scope of works and other documents annexed to, accompanying or otherwise referenced in the Quote and/or Quote Acceptance, (including but not limited to any Quote Supporting Documentation completed by the Customer and provided to RAA prior to the date of the Quote); and
 - (iv) these Terms.
- (f) The Customer acknowledges and agrees that the System as specified in the Quote and any annexed plans and specifications or scope of works have been designed by RAA based on the Customer's responses in the Quote Supporting Documentation.
- (g) The Customer represents and warrants that the responses supplied by it in the Quote Supporting Documentation are complete, correct and accurate, and acknowledges that the System is designed and based on those responses, and agrees that such System will be appropriate and sufficient for the Customer's requirements. For the avoidance of doubt, the Customer understands that if it changes its consumption habits (whether over time or on a seasonal or ad hoc basis), or if the responses in the Quote Supporting Documentation are inaccurate or are otherwise changed, the System may no longer be appropriate or sufficient for its requirements.
- (h) The Customer acknowledges and agrees that any expansion of output will mean a variation to the System which will result in changes to the Price and/or other additional costs to the Customer to be advised by RAA. The Customer further agrees that the System has been designed by RAA based on soil conditions, Site characteristics, load, output and other requirements as advised by the Customer in the Quote Supporting Documentation. RAA may consult with the Customer in relation to such information provided by the Customer but is not obliged to conduct its own verification or testing of such information supplied by the Customer. RAA is not responsible or liable for any discrepancy in the actual performance of the System and the Customer's expected performance of the System if and to the extent RAA determines such discrepancy was due to information provided by the Customer being incorrect, inaccurate or inadequate, or if the Customer changes its consumption habits from those set out in the Quote Supporting Documentation.

2. Works and Goods

- (a) RAA agrees to undertake the Works in relation to the Site on the terms and conditions set out in the Contract. The Customer must provide RAA with reasonable access to the Site and

- other facilities (including adequate power, telephone, facsimile, email and office space, if requested by RAA) to allow RAA to perform its obligations under the Contract.
- (b) During and after undertaking of the Works, the Customer agrees to keep the area surrounding the System appropriately fenced with prominent appropriate warnings and signage as reasonably directed by RAA, so that access to the System is only available to authorised persons.
 - (c) The Customer agrees that, unless specifically indicated in the Quote, the Works do not include:
 - (i) the undertaking of any civil works, and that any required civil works are to be undertaken by the Customer at its own costs; and
 - (ii) the sourcing or provision of specialised equipment that may be required in undertaking the Works as a result of the location or characteristics of the Site (such as additional lifting, hauling, crane, scissor lifts or cherry pickers), and that the hire or use of such equipment is to be provided by the Customer at its own costs.
 - (d) The Customer must satisfy itself that the Goods are suitable for the intended purpose, but without limiting any non-excludable consumer guarantees which may apply to the Customer under the Australian Consumer Law.
 - (e) If Goods are to be delivered to the Site by RAA as part of the Works, the Customer must at its cost prepare the Site to a sufficient level and standard so as to receive the Goods.
 - (f) If any Goods forming part of the Works have been collected by the Customer from RAA's designated location, or delivered to the Site before the commencement of the Works or the installation of the System, the Customer agrees to store such Goods in a safe, protected and secure location. The Customer acknowledges and agrees that it:
 - (i) is responsible to RAA with respect to the Goods, including liability for any damage or theft, while stored on the Site; and
 - (ii) will, if required by RAA, obtain sufficient insurance cover with respect to such Goods for the relevant period.
 - (g) If RAA is delayed in performing any part of the Works due to a failure of Customer to comply with its obligations under this clause 2, or provide any information reasonably requested by RAA:
 - (i) the Customer will be liable to RAA for all costs and expenses incurred by RAA directly or indirectly as a result of such delay; and
 - (ii) the time for performance of RAA's obligations under the Contract will be extended by the duration of any such delay.
 - (h) Any drawings, specifications and plans identified by RAA as requiring Customer's approval will be approved or commented on in writing by Customer within five (5) Business Days after the receipt of such drawings, specifications or plans, or such other reasonable period specified by RAA. If Customer does not respond within that period, it will be deemed to have issued its approval.

3. Customer Acknowledgements and Warranties

- (a) The Customer acknowledges and agrees that RAA has agreed to undertake the Works on the basis of information provided by the Customer including without limitation the Quote Supporting Documentation. If and to the extent that RAA discovers after commencement of the Works circumstances that were not advised by the Customer, including without limitation circumstances relating to the location of Site or areas to be accessed, structural integrity, hidden defects, electrical wiring or cabling, status or mounting of consumption meters (including without limitation the presence of any asbestos), shading, elevation, and other matters that may impact on the undertaking or completion of the Works or the performance of the System (**Undisclosed Circumstances**), RAA may elect to either:
 - (i) rectify or address such matters at the cost of the Customer after advising the Customer in writing of the costs that will result in an increase of the Price; or

- (ii) request that the Customer, at the Customer's cost, rectify or address such matters as RAA reasonably requires in order for RAA to complete the Works or for RAA to be satisfied that the performance of the completed Works will not be affected.
- (b) If RAA determines that the Undisclosed Circumstances have not been, or cannot be rectified or addressed by the Customer to RAA's reasonable satisfaction, then RAA may terminate this Contract by written notice to the Customer and refund within 14 days all monies paid by the Customer to RAA under this Contract, except that RAA may retain any monies that RAA determines as payment for the part of the Works that have been completed or that the Customer has received the benefit as at termination.
- (c) The Customer:
 - (i) warrants that it has read and understood these Terms and each Contract, and has had the opportunity to obtain independent legal advice about their terms and effect;
 - (ii) warrants that all information supplied to RAA in connection with the undertaking of the Works is true and accurate, and acknowledges that RAA has relied on that information in supplying the Goods and Services;
 - (iii) acknowledges that the performance of the System may be affected by the actions of third parties and environmental conditions over which RAA has no control including, without limitation, the number of hours of sunlight, cloud cover, weather patterns, the location of the System and the location of surrounding structures and flora;
 - (iv) acknowledges that while RAA may have provided information to it about the performance of solar electricity systems generally, it has not made any representation or warranty concerning the performance of the System or the suitability of the System for the Site at which it is to be installed;
 - (v) warrants and represents that it has not relied upon any representation or warranty made by RAA concerning the performance of the Goods or the suitability of the Site in making its decision to obtain the Goods and Services;
 - (vi) warrants that all electrical and plumbing infrastructure and installations at the Site comply with all laws, rules, regulations and codes and the requirements and directions of any relevant Commonwealth, State and Local Government departments and other bodies; and
 - (vii) acknowledges that all descriptive specifications, illustrations, drawings, data dimensions and weights provided by RAA to the Customer or otherwise contained in fact sheets, price lists and other advertising matter of RAA are approximate only and have not been relied upon by it.

4. Rebates and Incentives

- (a) The Customer authorises RAA to apply for any grant, rebate or other benefit from the Commonwealth or State Government or any local government council in connection with the installation of a solar system referred to in the Quote (**Rebate**), and agrees that:
 - (i) any application may be made by RAA in the Customer's name; and
 - (ii) RAA is authorised to receive payment of that Rebate on the Customer's behalf.
- (b) The Customer agrees to sign whatever documents, provide whatever information and take whatever action RAA may require, to enable RAA to obtain payment of a Rebate.
- (c) If RAA receives payment of a Rebate, it will apply that payment in or towards satisfaction of the Price and pay any balance remaining to the Customer.
- (d) RAA is not responsible for any failure to obtain a Rebate, and the Customer remains liable for the Price and any other amounts due to RAA which are not paid in full.
- (e) The Customer unconditionally assigns all RECs to which the Customer is entitled in respect of the Goods and Services to RAA or its nominee, and authorises RAA or its nominee to create, apply and retain such RECs and all financial benefits or values attributable to them, including rebates.
- (f) The Customer acknowledges and agrees that the portion of the Price payable in cash has been calculated on the basis that the RECs, Rebates and other financial benefits as set out in

the Quote that may be retained by RAA as a result of the assignment of such rights to RAA under this clause are approved by the Office of Renewable Energy Regulator.

- (g) If for any reason RAA determines that the RECs, Rebates or other financial benefits are not or will not be available to RAA as anticipated by RAA when calculating the portion of the Price payable in cash, then the Customer agrees that the portion of the Price payable in cash will be increased and the Customer must pay an additional amount to reflect the value of such benefits that are not, or will not, be available to RAA.
- (h) The Customer acknowledges that, in certain circumstances, the Commonwealth Government, State Government or local government council (as applicable) may require repayment of the Rebate from the Customer and in such circumstances, the Customer is solely responsible for such repayment, and RAA will have no liability to the Customer or any other party in respect of such repayment.

5. Price and Payment

- (a) The Price is set out in the Quote, and is valid for 30 Business Days.
- (b) The Customer must pay the Price, including any specified First Progress Payment, in accordance with the Payment Schedule, without the need for RAA to raise any claim or demand and RAA agrees to provide to the Customer a receipt for any such payment.
- (c) If there is no Payment Schedule set out in the Quote, the Customer must pay the First Progress Payment within 24 hours of signing the Quote Acceptance, and the balance of the Price as invoiced by RAA within 30 days from the date of issue of an invoice.
- (d) The Customer's order will not be scheduled for installation until the required First Progress Payment is paid.
- (e) Except as provided for in clause 13(e), the First Progress Payment is non-refundable.
- (f) Notwithstanding any disputes in relation to the Contract, the Customer must pay RAA the Price in full in accordance with the Quote.
- (g) If and to the extent that the dispute is resolved and there has been an overpayment, RAA will refund such overpayment within 10 Business Days of the resolution of the dispute.
- (h) If Customer fails to pay any sum due under the Contract by the due date, Customer must pay interest of 2% per month on that sum from the due date until the date of payment. Interest is to be calculated on a daily basis.
- (i) If RAA provides any goods or services additional to those specified in the Quote, RAA may charge the Customer for:
 - (i) the time of RAA employees, agents or subcontractors at RAA's then current professional rates for services; and
 - (ii) the goods provided, at RAA's the prices specified in its then current price list for such goods, including costs related to delivery such goods to the Customer's premises.
- (j) RAA reserves the right to increase its standard prices for goods and services from time to time.
- (k) RAA agrees that the Price is fixed at the amount specified in the Quote Acceptance, except that the Price may be varied by RAA to reflect:
 - (i) changes required as a result of the findings of the SAPN network study and conditional approval being issued by SAPN for the connection of the Customer's proposed large embedded generator solar system to the grid;
 - (ii) changes required as a result of RAA's assessment of the Site;
 - (iii) changes required following engineering assessments to receive structural and electrical engineering approval;
 - (iv) any council planning, development or other government requirements; and
 - (v) as permitted by clause 0(h).
- (l) RAA will notify the Customer in writing of any Price variations, and the Customer must acknowledge these in writing. If the Customer does not provide such acknowledgement by the date specified by RAA, and unless a party has exercised its entitlement under clause 13(c)(i), RAA can terminate the Contract by notice in writing to the Customer with immediate effect, and will be entitled to retain any First Progress Payment paid by the Customer.

- (m) Unless otherwise expressly stated, the Price is exclusive of GST. If GST is, or becomes, payable in respect of any supply made by RAA to the Customer, the payment for that supply will be increased by an amount equal to the GST payable, and RAA will provide the Customer with a tax invoice as required by GST law.

6. RCTI

- (a) This clause will apply only to the provision of RECs by the Customer to RAA.
- (b) Terms used in this clause 6 which are specifically defined in the GST Act have a corresponding meaning in this clause unless otherwise indicated.
- (c) The parties agree that:
- (i) RAA will issue RCTIs in respect of taxable supplies relating to RECs made by the Customer under this Agreement at the time specified in clause 5(c); and
 - (ii) in accordance with the GST Act:
 - A. RAA can issue RCTIs in respect of the Goods or Services in the nature of RECs supplied under the Contract;
 - B. notwithstanding any other provision of clause 5, the Customer will not issue tax invoices to RAA under this Agreement in respect of the provision of RECs;
 - C. each party acknowledges that it is registered for GST at the date of this Agreement and will notify the other party if it ceases to be registered;
 - D. RAA must issue a copy of the RCTI to the Customer and must retain the original;
 - E. RAA will issue an adjustment note to the Customer for any adjustment events that arise in relation to an RCTI has been issued; and
 - F. the agreement in this clause 6 will immediately cease to have any application or effect if either party ceases to satisfy any of the requirements of the GST Act for issuing an RCTI.

7. Insurance

RAA will obtain such insurance and on such terms as it determines is reasonably necessary for the undertaking of the Works.

8. Financial information and assessment

- (d) The Customer acknowledges and agrees that:
- (i) its decision to enter into a Contract is made on the basis of its own financial assessment and calculations, together with any independent financial advice it elected to obtain;
 - (ii) its decision was not made in reliance on any statement or representations made by RAA, its employees, agents, officers or contractors, as to any financial return in relation to the System. Any financial information provided by RAA to the Customer, including but not limited to investment analysis or references to payback and income generation, are provided as a guide only and do not form part of the terms of this Contract;
 - (iii) it is aware that laws are subject to change, including but not limited to laws governing feed-in tariffs and government rebates or financial incentives in relation to solar power, which may have financial implications for the Customer and may affect the basis upon which the Customer chose to enter into a Contract;
 - (iv) its decision to enter into a Contract based on such financial incentives available at the time of entry is made at its own risk; and
 - (v) RAA is not and will not be liable or responsible for any subsequent change in the financial circumstances of the Customer or the non-availability of any financial incentives.



- (e) The Customer consents to RAA, directly or through third parties, making any inquiries RAA considers reasonably desirable or necessary to prove the identity or creditworthiness of the Customer (including without limitation ordering a credit report, performing other credit checks and verifying the information the Customer provides to RAA against third party databases). The Customer agrees to provide all assistance and information as may be required by RAA to enable RAA to make such inquiries, including without limitation signing relevant credit check consents, applications or forms.

9. Site requirements

- (a) The Customer must ensure that the Site, specifically including the areas required to be accessed to undertake the Works, is safe and suitable for the undertaking of the Works. RAA will complete any reasonable site induction paperwork that the Customer requires in order for its personnel to access the Site.
- (b) The Customer represents and warrants that it has advised RAA of all relevant circumstances regarding the Site and the areas required to be accessed to undertake the Works, and agrees to inform and keep informed RAA of all relevant environmental concerns, hazards, on-site protection, occupational health and safety requirements and other safety matters in relation to the Site during the undertaking of the Works and any maintenance RAA is required to perform after completion of the Works.
- (c) The Customer agrees that RAA is not obliged to commence the Works or any work until such time as RAA is satisfied that the Site and the relevant areas to undertake the Works are safe and suitable for undertaking the Works. Without limiting this clause, unless specifically indicated in the Contract, the Goods and Services to be supplied by RAA do not include:
 - (i) any civil works to prepare the Site; or
 - (ii) the sourcing or provision of specialised equipment that may be required to provide the Goods and Services as a result of the location or characteristics of the Site; and such works and equipment are to be performed or supplied (as the case may be) by the Customer at its cost.
- (d) If RAA is delayed in providing any Goods or Services due to failure of Customer to comply with clause 9(c) or provide information requested by RAA:
 - (i) the Customer will be liable to RAA for all costs and expenses incurred by RAA directly or indirectly as a result of such delay; and
 - (ii) the time for performance of RAA's obligations under the Contract will be extended by the amount of any such delay.
- (e) The Customer agrees that if and to the extent RAA determines the Customer has failed to advise RAA of all relevant circumstances regarding the Site or has otherwise failed to comply with this clause, the Price may be revised by RAA to take into account any additional costs of undertaking the Works as a result of such failure.

10. Council approval

- (a) The performance of obligations under a Contract (except for the requirement of the Customer to pay any required First Progress Payment) is subject to the Customer obtaining all required Approvals.
- (b) Where necessary Approvals are not obtained within 60 days of the date of a Contract, either party may terminate this Contract with immediate effect by giving written notice to the other party.
- (c) Where a Contract is terminated in accordance clause 10(b), the Customer will pay on demand by RAA the amount of any reasonable costs incurred by RAA in respect of the Contract and the Works.



11. Cooling off

The Customer acknowledges and agrees that it has no cooling off right with respect to a Contract, and that any Contract entered into will be binding on the Customer subject only to any rights it may have to terminate under these Terms.

12. Performance of Works

- (a) RAA will complete the Works within the period specified in the Quote, if any. If no commencement or completion date is specified RAA will use its reasonable endeavours to ensure that the Works commence as soon as practicable, and complete the Works within a reasonable period from commencement, subject always to the Customer complying with its Contract payment obligations. However, time is not of the essence in performing the Works.
- (b) The Customer can request that any estimated installation date notified by RAA be varied, and such request will be approved by RAA in its sole discretion.
- (c) RAA will use its best efforts to advise the Customer of any anticipated delay to completion of the Works, upon RAA becoming aware of such delay. The Customer acknowledges that it shall not be entitled to any damages (liquidated or otherwise) in respect of any delay in completion of the Works. The Customer agrees that if and to the extent RAA determines any delays in undertaking the Works are caused by the Customer, RAA is entitled to charge and the Customer is liable to pay, for downtime for RAA Personnel at RAA's then current hourly rates.
- (d) Any drawings, specifications and plans identified by RAA as requiring Customer's approval will be approved or commented on in writing by Customer within five (5) working days after the receipt of such drawings, specifications or plans, or such other reasonable period specified by RAA. If Customer does not respond within that period, it will be deemed to have issued its approval.
- (e) The Customer must satisfy itself that the Goods are suitable for the intended purpose, but without any limiting any non-excludable consumer guarantees which may apply to the Customer under the Australian Consumer Law.

13. Term and Termination

- (a) Each Contract commences on the day RAA receives the relevant Quote Acceptance signed by the Customer, and continues until RAA has performed the Work and the Price has been paid by the Customer in full.
- (b) If Customer fails to pay any sum due under a Contract by the due date, RAA may by notice, in addition to its other rights under the Contract, suspend providing the Goods and Services, until all overdue amounts are paid.
- (c) A party may terminate a Contract immediately by providing written notice to the other party in any of following events or circumstances:
 - (i) within seven (7) days of being notified of any of following events or circumstances:
 - (A) RAA notifies the Customer of an increased Price, following the Site visit performed by RAA;
 - (B) RAA notifies the Customer of an increased Price, following the result of engineering assessments performed prior to making an application for approval to SAPN;
 - (C) SAPN issues a notification advising that it will not issue its approval to the connection of the Customer's proposed large embedded generator solar system to the grid installation of the Goods at the Site; or
 - (D) SAPN issues a notification advising that it will only issue a conditional approval to the connection of the Customer's proposed large embedded generator solar system to the grid installation of the Goods at the Site; or

- (ii) if the other party is in breach of any of the terms of the Contract which is capable of remedy and fails to rectify the breach within fourteen (14) calendar days of the receipt of a notice from the first party requesting such rectification;
 - (iii) if the other party is in breach of any of the terms of the Contract which is not capable of remedy;
 - (iv) if the other party passes a resolution for winding up or liquidation (except for the purpose of reconstruction or amalgamation);
 - (v) if a receiver and/or manager is appointed in respect of any property or assets of the other party;
 - (vi) if the other party enters into any scheme of arrangement for the benefit of creditors;
 - (vii) if any petition is presented to wind up the other party.
- (d) You are entitled to terminate a Contract immediately by providing written notice to us, and we will provide you with a full refund, if:
- (i) your Contract is for physical installation, and we supply you with a site-specific installation plan or design or site-specific performance estimate as a deliverable under the Contract (rather than as part of your Quote) and within ten business days of receiving the site-specific installation plan or design and performance estimate you notify us that you do not accept these; or
 - (ii) your Contract is for physical installation and either of the following applies:
 - (A) We propose to significantly change the installation design from that previously provided to you, and you do not accept that change; or
 - (B) Site conditions and circumstances beyond our control result in extra chargeable work not in the Contract price and we are not willing to bear those additional costs.
- (e) If a notice of termination is issued by a party under clause 13(c)(i), RAA will refund the First Progress Payment to the Customer (less the application fee paid to SAPN, and any pre-work costs incurred by RAA with third parties as at the date the notice is issued, as applicable). The First Progress Payment will not be refunded in any other circumstances.
- (f) Termination of this Contract by RAA is without prejudice to any rights that RAA may have against the Customer, and the Customer shall be liable for any debt recovery costs (including legal fees on a full indemnity basis) incurred by RAA in collecting the Price or any part of the Price from the Customer.
- (g) If a Quote is not completed, or does not proceed to a Contract, the Customer must return to RAA any studies, drawings or other documentation supplied by RAA within 14 days of expiry of the Quote, and must pay to RAA any costs incurred by RAA with third parties in anticipation of a Contract being formed.

14. Compliant Works

- (a) RAA agrees to comply with all applicable laws, regulations, safety standards and requirements in its performance of the Works. The Customer agrees that RAA is not liable or responsible for, and hereby releases and forever discharges RAA from and against any and all claims relating to any non-compliance with such laws, regulations, standards or requirements if such non-compliance is as a result of, or attributable to:
- (i) a design, specification or element of the System having been prepared, provided or implemented as directed by the Customer; or
 - (ii) any Customer Provided Parts being incorporated in undertaking the Works or part of the System,

and will indemnify RAA with respect to any actions, claims, costs, damages, expenses or losses incurred or suffered by RAA as a result of such non-compliance on an as-incurred, out-of-pocket basis.

- (b) RAA undertakes to comply with the New Energy Tech Consumer Code (**NETCC**).



15. Amendments

- (a) The Customer may request variations to this Contract (other than the Price) in writing. RAA will have no obligation to accept such variations. If the parties agree to a variation, including to Price, or to any plans, specifications or scope of work, they will both execute a document that specifies the agreed variations to in writing.
- (b) Where:
 - (i) some or all of the RECs factored in the calculation of the Price are not available to RAA for any reason; or
 - (ii) changes in government taxes, charges, fees, levies, rebates or other financial benefits that come into force or effect after the date of this Contract that result in a change in cost in undertaking the Works or the financial benefit that the Customer may receive; or
 - (iii) unforeseen circumstances are discovered after commencement of the Works; or
 - (iv) the Customer requires the Works to be undertaken out of normal business hours or on non-Business Days; or
 - (v) there is a change in the specifications or design of the System or Works after commencement of the Works;then RAA can increase the Price and/or the portion of the Price payable in cash to take into account the relevant circumstance described above by notice to the Customer, and the Customer is liable to pay such increase in Price and/or the portion of the Price payable in cash.

16. Customer Provided Parts

If the Customer provides any Customer Provided Parts to be incorporated into the Works or System and RAA agrees to incorporate them, then:

- (a) RAA is not liable or responsible for any defects, faults or performance issues with respect to the System that RAA determines were caused by the Customer Provided Parts, or any costs, expenses or damages that the Customer incurs or suffers that RAA determines were incurred as a result of the Customer Provided Parts; and
- (b) the Customer is solely responsible for the maintenance and repairs of such Customer Provided Parts.

17. Drawings And Documentation

- (a) The Customer acknowledges that any drawings, specifications and plans provided to Customer by RAA and any statement, description, illustration or other information in the catalogues, websites, price lists and other advertising matter or RAA or its related entities are intended merely to give a general idea of the Goods and/or Services and will not form any part of a Contract.
- (b) RAA may, if requested by the Customer and at the Customer's expense, provide the Customer with certified drawings.
- (c) Customer acknowledges that any drawings, specifications and plans provided to Customer by RAA remain the property of RAA, are subject to clause 25 below, constitute confidential information of RAA, and that the Customer must not use them for any purpose other than in accordance with these terms, nor disclose them to third parties without the prior written consent of RAA.
- (d) Any performance figures stated in the Quotation are subject to the recognised tolerance and rejection limits applicable to those figures.
- (e) Any performance figures with respect to solar photovoltaic system output stated in the Quotation are estimates only, are not guarantees, and may change.

18. Risk and Title

- (a) Risk of any loss or damage to Goods passes to Customer at the time of dispatch or, if delivered by RAA, on arrival to Site.
- (b) Title to and property in the Goods will not pass until Customer has paid all money owed to RAA on any account whatsoever. Payment shall not be taken to occur until all cheques tendered in discharge of sums owing to RAA have been presented and cleared in full.
- (c) If Customer does not pay for any Goods on the due date for payment, Customer authorises RAA, its employees and agents to enter any location where the Goods are located, to retake possession of the Goods without liability for trespass or damage. Without limiting its rights under this clause, RAA may also repossess the Goods supplied if:
 - (i) the Customer fails to perform any obligation it has under this (or any other) agreement between it and RAA
 - (ii) any representation or statement made or taken to be made by Customer in the Contract or any other document delivered by or on behalf of Customer under or in connection with the Contract is or proves to have been incorrect or misleading in any material respect when made or taken to be made;
 - (iii) any person enforces or seeks to enforce any security interest in respect of any of the assets of Customer; or
 - (iv) anything else happens which, in RAA's reasonable opinion, has a material adverse effect on either business or financial condition of the Customer, the Customer's ability to comply with its obligations under the Contract or the validity or enforceability of RAA's rights related to the Contract.
- (d) The Contract creates a purchase money security interest in the Goods and Customer must do all things reasonably required by RAA to register and perfect that interest. If RAA repossesses the Goods:
 - (i) RAA will credit an amount equal to the invoiced purchase price of the Goods to the Customer, less RAA's costs and expenses related to enforcement of its interest in the Goods and any other amount owed by Customer to RAA;
 - (ii) the Customer must not resell or otherwise redeem the Goods unless authorised to do so by RAA in writing; and
 - (iii) RAA does not need to provide the Customer with any notice under sections 130 or 135 of the *Personal Property Securities Act 2009* (Cth).
- (e) Until the Customer has paid all monies owed to RAA on any account whatsoever, the relationship of the Customer to RAA will be as a fiduciary in respect of the Goods and accordingly:
 - (i) the Customer must store the Goods in such a way that they can be recognised as the property of RAA;
 - (ii) upon any permitted resale of the Goods by the Customer, RAA shall have the right to trace the full proceeds of sale; and
 - (iii) the Customer shall account immediately to RAA for such proceeds of sale and RAA may recover from such proceeds of sale any money then owing to RAA on any account whatsoever.

19. Warranties

- (a) For performance in accordance with the manufacturer's specifications, RAA recommends that the Goods be operated in accordance with the manufacturer's instructions. Use of the Goods other than in accordance with the manufacturer's specifications and instructions for the Goods is at the Customer's sole risk, and RAA makes no representations regarding such use.
- (b) The Customer acknowledges that performance of the Goods and System supplied by RAA under the Contract is contingent upon a clear view of the sun and correct elevation, and agrees that it is the sole responsibility of the Customer to ensure that shading of the supplied System is, and continues to be, minimised (including if necessary the removal or pruning of

any shade-causing vegetation). The Customer further acknowledges and agrees that the performance of:

- (i) the supplied System is dependent on whether the information provided by the Customer in the Quote Supporting Documentation correctly reflects the actual load or output requirements, and actual consumption, by the Customer; and
 - (ii) any communication components of the supplied System is dependent upon the availability and performance of general telecommunications networks, and that RAA is not responsible to the Customer for the performance of communication components of the supplied items.
- (c) The Goods and System are covered by warranties offered by the manufacturer. Please refer to the manufacturer warranty documentation supplied by RAA at the time of installation for full details.
- (d) RAA warrant that its installation Services will be exercised with due care and skill and that installation of the Goods will be free of defects (**Installation Service Warranty**) for a period of 5 years, commencing from the date of completion of installation (**Installation Service Warranty Period**).
- (e) If at any time during the Installation Warranty Period the Customer considers that there is a breach of the Installation Service Warranty, or that a fault in the Goods or System is due to a breach of the Installation Service Warranty, it must notify RAA of this. RAA will respond in a reasonable time frame and assess the claim, and if it determines that there has been a breach of the Installation Service Warranty, it will re-supply the Services or repair the affected Goods/System at no cost to the Customer. The Installation Service Warranty will not apply if the defect arise out of any alteration to, or modification of, the Goods/System, or operation of the Goods/System other than in accordance with the manufacturer's instructions.
- (f) The following statement applies if the Customer is a consumer as defined by the Australian Consumer Law:
- Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is 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.
- (g) To the maximum extent permitted by law, and except as provided in this clause 19, RAA excludes all other warranties or guarantees whether express or implied.

20. Fault Reporting and System Maintenance

- (a) RAA agrees to provide scheduled maintenance at its cost on the System in accordance with its scheduled maintenance policy as provided to the Customer, if any.
- (b) The Customer agrees to undertake the routine maintenance tasks advised by RAA with respect to the System, including without limitation regular cleaning of the panels and maintenance of any generator connected to the System.
- (c) The Customer agrees that any unscheduled maintenance or support call outs will be at RAA's costs except where RAA determines any defect, fault or cause of the call out was due to or in relation to any Customer Provided Parts or component or part that was not supplied by RAA in undertaking the Works, or where there was a breach of this Contract by the Customer, or where RAA's liability or responsibility is otherwise excluded under this Contract.
- (d) If the Customer discovers an alleged defect or fault with the System, the Customer agrees to comply with the fault reporting process provided by RAA. The Customer agrees to familiarise itself with the emergency procedures advised by RAA, including specifically the use of the emergency cut-off switch, and to comply with such procedures in the event of an emergency in operating the System.
- (e) The Customer agrees not to undertake or cause to be undertaken any repairs or modifications to the System unless they have been authorised in writing by RAA and are

performed by service providers approved by RAA to have the requisite skill, knowledge and experience so as to ensure that the quality and integrity of the System is maintained. The Customer agrees that failure to comply with this clause will release RAA from all liability and responsibility for any defect or fault in relation to the Works and the System.

21. Liability

- (a) To the maximum extent permitted by law RAA:
 - (i) disclaims any warranty in relation to the Goods and Services, and any other goods or services provided to the Customer, other than those warranties set out in clause 19; and
 - (ii) will not be liable for any loss of time, loss of anticipated savings, loss of opportunity or inconvenience however caused, or any indirect, consequential loss or damage incurred or suffered by the Customer or a third party in respect of any goods or services provided to the Customer by RAA.
- (b) Nothing in these Terms restricts or modifies any right or remedy available to the Customer under the Australian Consumer Law. To the maximum extent permitted by law, RAA's liability under these Terms is limited to (at RAA's election):
 - (i) in the case of goods, including the Goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods; or
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; and
 - (ii) in the case of services, including the Services:
 - (A) the supply of the services again; or
 - (B) the payment of the cost of having the services supplied again.
- (c) To the maximum extent permitted by law, RAA will not be liable for loss or damage to any real or personal property located at the Site, including the Systems, or for any fault or defect in the Goods that arises out of:
 - (i) the Customer's failure to comply with the requirements of a Contract;
 - (ii) any misuse or damage to such property or Goods by the Customer or any other person (other than RAA Personnel);
 - (iii) Services carried out by RAA Personnel on surfaces at the Site that RAA previously identified as being fragile or brittle;
 - (iv) any atmospheric discharge;
 - (v) flood or water damage, however caused;
 - (vi) data loss, and the Customer must ensure that it makes regular back-ups of
 - (vii) inaccurate or incomplete information supplied by the Customer;
 - (viii) any failure by the Customer or any owner of the Site to maintain the Site in a manner that ensures no obstruction to the operation of the Goods;
 - (ix) unauthorised repairs, modifications or additions;
 - (x) faulty or unsafe operation by the Customer of the Goods or any other equipment at the Site;
 - (xi) failure to operate as a result of or in connection with climate conditions that could not have been reasonably anticipated having regard to the location of the Site and recorded weather patterns;
 - (xii) any use by Customer of Goods other than in accordance with the documentation provided by RAA together with and for such Goods, except to the extent that RAA expressly approves in writing such use; or
 - (xiii) any other cause outside of the reasonable control of RAA,

except to the extent the loss or damage was caused by or contributed to by RAA's breach of these Terms or any Contract, or RAA's negligent act or omission.

- (d) Without limiting clauses 21(a) - (c), in no circumstances will RAA's liability to the Customer for any cause of action whatsoever (including but not limited to contract or tort, including negligence) exceed the Price.
- (e) Apart from clause 21(d), the limitations and exclusions set out in this clause do not apply to any liability of RAA for wilful misconduct, fraud or gross negligence.
- (f) RAA's liability for any loss or damage arising as a consequence of a breach of a Contract is reduced proportionally to the extent the act or omission (deliberate or negligent) of the Customer or any person (other than RAA or its Personnel) contributed to the loss or damage incurred.
- (g) The Customer specifically agrees that RAA is not liable for costs or expenses that the Customer may incur from any alleged defect or fault of the System, including without limitation as a result of hiring or acquiring any replacement or temporary generator or obtaining alternative sources of energy in the interim. If the Customer elects to undertake any interim repairs, hire other generators or does any action not directed by RAA with respect to the alleged defect or fault of the System, the Customer is solely responsible for any costs, expenses or damages that result from such action.

22. Indemnity

- (a) The Customer indemnifies RAA, its related bodies corporate, RAA Personnel and its third party service providers and each of their directors, officers and employees against all actual or threatened loss, damage, action, claim or demand (including the cost of defending or settling any action, claim or demand) which may be brought against any of them including for:
 - (i) a breach of these Terms or a Contract (including any warranty) by the Customer;
 - (ii) the Customer's use of the System; and
 - (iii) any wilful, unlawful or negligent act or omission by the Customer, or any of its personnel,

and such indemnities survive expiration or termination of the Contract.

- (b) The Customer's indemnity will be reduced proportionately to the extent that RAA's breach of the Contract or negligent act or omission caused or contributed to the loss, damage, action, claim or demand.

23. Force Majeure

- (a) A party will not be liable to the other if performance of its obligations to the other party (other than any obligation to pay money) is delayed, impeded or prevented by any Force Majeure Event.
- (b) If delay in the performance of the Contract due to a Force Majeure Event continues for more than 1 month, a party may immediately terminate the Contract by notice in writing to the other party.

24. Dispute Resolution

- (a) If any dispute or difference arises in connection with these Terms the parties will use their best endeavours to resolve the dispute or difference in accordance with this clause before initiating any court proceedings.
- (b) Any dispute or difference arising in connection with this document will be referred in writing to a senior representative appointed by each party who will attempt to resolve the dispute by negotiation in good faith within 14 calendar days of one party notifying the other of the existence of the dispute.
- (c) If the senior representatives fail to resolve the dispute, the parties agree to refer the dispute to a mediator to be mutually agreed, or in default of agreement within five calendar days of either party requesting the other to agree a mediator, to be appointed by the President of the Law Society of South Australia Inc.

- (d) The mediation is to be held within seven calendar days of the appointment of the mediator, in Adelaide, and the parties will pay equal shares of the mediator's fees, unless otherwise agreed. The parties will otherwise each bear their own costs of mediation.
- (e) If the mediation does not proceed within the agreed timetable or is not successful in resolving the dispute, each party is free to commence legal proceedings to resolve the dispute.
- (f) Nothing in this clause prevents a party from:
 - (i) seeking urgent interlocutory relief;
 - (ii) from referring the dispute to the Administrator under the Code or to a government regulator for resolution
- (g) Notwithstanding the existence of a dispute, the Customer must still comply with its obligations to pay RAA in accordance with the terms of a Contract.

25. Feedback and Complaints

- (a) Where the Customer wishes to provide feedback or raise a complaint in relation to the Goods or Services please contact an RAA Solar consultant on 8202 8078 or via email to energysolutions@raa.com.au (**Complaint**).
- (b) Upon receipt of the Complaint RAA will:
 - (i) log, record and confirm receipt of the Complaint for follow up;
 - (ii) advise an expected timeframe for resolution of the Complaint, which must not exceed 25 Business Days (Resolution Period), unless the parties have agreed to an extension.
- (c) RAA will endeavour to provide a response to the Complaint within 15 Business Days of receipt of the Complaint. If RAA does not provide an outcome within this timeframe, we will advise you before the timeframe expires and provide an update on progress of the Complaint.
- (d) RAA will provide an outcome for the Complaint within the Resolution Period.
- (e) If RAA requires an extension to the Resolution Period, RAA will request an extension from the Customer in writing, no later than 5 days prior to the expiry of the Resolution Period, and RAA's request will only seek to extend the Resolution Period up to a total of 45 days from receipt of the Complaint.
- (f) RAA will advise of the outcome for the Complaint in writing.
- (g) If the written outcome of the Complaint is not acceptable to the Customer, the Customer may request an escalation of the Complaint by contacting the RAA Consultant.
- (h) Where the Customer requests an escalation of the Complaint, the RAA Consultant will escalate the Complaint to the Senior Manager Solar who will confirm in writing the escalation of the Complaint.
- (i) The Senior Manager Solar will review the Complaint and the outcome and provide a response and further outcome for the Complaint within 21 Business Days of the escalation of the Complaint.
- (j) If You are not satisfied with the Outcome provided by the Senior Manager Solar, You may refer Your Complaint to:
 - (i) SA Consumer and Business Services on 131 882
 - (ii) Energy and Water Ombudsman on 1800 665 565
 - (iii) Clean Energy Council on (03) 9929 4100.

26. Intellectual Property

- (a) As between the parties, RAA is and at all times remains the owner of all intellectual property rights in, or connected with the supply of, the Goods and the Services to the Customer, and any intellectual property rights developed or created in the provision of the Goods and Services.
- (b) The Customer must not alter, remove or in any way tamper with any of the trade or other marks or numbers of RAA that are applied to the Goods or anything else provided by RAA to the Customer.



- (c) The Customer acknowledges that RAA may provide the Customer with third party software (**Third Party Software**) as part of the Goods, and that specific terms and conditions set by the owner of the software apply to the use, support and maintenance of such software (**Third Party Software Terms**). Any Third Party Software supplied by RAA may be used by the Customer only on the equipment configuration specified in the Quote. The Customer must ensure that it becomes aware of, and complies at all times, with the applicable Third Party Software Terms, and acknowledges that RAA is not in any way responsible for the Third Party Software, and disclaims all responsibility to the fullest extent permitted by law.

27. Confidential Information, Publicity and Privacy

- (a) Information collected by RAA from the Customer, including regarding its directors and employees, may be used and accessed in accordance with RAA's privacy policy which is available on www.raa.com.au.
- (b) Without limiting clause 27(a), the Customer acknowledges and agrees that RAA may make such inquiries (including with third parties) as it considers reasonably necessary to prove the Customer's identity or creditworthiness, and exchange information about its credit arrangements, credit worthiness, credit standing, credit history and/or credit capacity with other credit providers. If the Customer is a company or a trust, the foregoing also applies to any directors of the company or trustees of the trust (and directors, in the case of a corporate trustee). The Customer agrees to provide all assistance and information as may be required by RAA to enable RAA to make any inquiries under this clause.
- (c) Each party:
 - (i) can only use the confidential information of the other party for the sole purpose of performing a Contract and receiving the benefit of the Goods or Services (as the case may be);
 - (ii) must treat all confidential information of the other party as confidential and must not, without the prior written consent of the other party or unless required to be disclosed by a Contract or by operation of law, disclose the confidential information of the other party or permit its disclosure to any third person; and
 - (iii) agrees that confidential information of a party includes all non-public or proprietary information relating to the business, technology or affairs of the other party that is provided or disclosed under a Contract, or negotiations preceding entry into a Contract, regardless of whether or not marked confidential.
- (d) Except as required by law, neither party will use or disclose any confidential information of the other party to any third party apart from its professional advisors and representatives who need to know the information to assist with the performance of a Contract, without the prior written consent of the other.

28. Subcontracting

The Customer agrees that RAA is entitled to subcontract some or all of its obligations under this Contract to any person at any time on such terms as RAA determines without seeking the Customers consent.

29. Miscellaneous

- (a) Each Contract sets out the entire agreement between the parties.
- (b) The Customer must not, during the term of and for 6 months after expiry or termination of the Contract, solicit or engage RAA Personnel.
- (c) The relationship between the parties is that of independent contractors. Nothing contained or implied in the Contract will create a relationship of partnership or agency between the parties.
- (d) Neither party has any authority to bind the other party to any obligation.
- (e) Each and every obligation contained in a Contract will be treated as a separate obligation and will be severally enforceable notwithstanding the non-enforceability of any other such obligation.

- (f) In a Contract, a reference to a thing is a reference to the whole thing and to any part of the thing.
- (g) Each Contract and all aspects of RAA's engagement and performance of the Services are governed by, and construed in accordance with the laws applicable in the State of South Australia and the parties agree to submit to the exclusive jurisdiction of the courts of South Australia.
- (h) If any term or part of a term of these Terms and Conditions or a Contract is illegal or unenforceable it may be severed and the remaining terms or parts will continue in force.
- (i) A Contract may be executed in counterparts and all counterparts when taken together will constitute the executed Contract.
- (j) RAA can, in its sole discretion, assign or novate any or all of its rights and obligations under a Contract to a related body corporate. The Customer irrevocably consents to such assignment or novation.

30. Definitions

The following words shall have the following meanings, unless the context otherwise requires:

- (a) **Approvals** means all council approvals and such other approvals as may be required in respect of the Works.
- (b) **Business Day** means any day except a Saturday or a Sunday or other public holiday in the state of South Australia.
- (c) **Code** means the New Energy Tech Consumer Code.
- (d) **Contract** means a contract for the supply by RAA, and purchase by the Customer, of the Goods and Services formed in accordance with clause (b) and comprising the documents listed in clause (e).
- (e) **Customer** means the party named as such in a Quote issued by RAA.
- (f) **Customer Provided Parts** means any components, parts or equipment that the Customer has requested RAA to incorporate into the Works or the System, including without limitation generators and related parts or systems.
- (g) **First Progress Payment** means the percentage of the Price that is to be paid as the first instalment of the Price, as specified in the Quote, and if no percentage is specified, means 10% of the total Price.
- (h) **Force Majeure Event** means an event beyond the control of the parties and that could not be avoided by the exercise of due care and diligence (regardless of whether or not foreseeable), including without limitation acts of God, natural disasters, inclement weather, government actions, industrial actions, acts of terrorism or war and pandemics, which delays, interrupts or prevents such party from performing its obligations.
- (i) **Goods and Services** means the goods and services detailed in a Quote issued by RAA.
- (j) **GST Act** means the *A New Tax System (Goods and Services) Act 1999 (Cth)*.
- (k) **Installation Service Warranty** has the meaning set out in clause 19(d).
- (l) **Installation Service Warranty Period** has the meaning set out in clause 19(d).
- (m) **LGCs** means large-scale generation certificates.
- (n) **Payment Schedule** means the times and amounts for payment of the Price set out in the Quote.
- (o) **Price** means the amount specified as the total Price in the Quote.
- (p) **Price** means the price for the Works set out in the Quote.
- (q) **Quote Acceptance** means the document signed by the Customer confirming its acceptance of the Quote issued by RAA.
- (r) **Quote** means the quote issued by RAA to the Customer that incorporates these Terms by reference, and including any special conditions contained in such quote.
- (s) **Quote Supporting Documentation** means the documents provided by RAA to the Customer and completed by the Customer to enable RAA to design the System, including without limitation a questionnaire, load chart, output requirement specifications information and related correspondence in relation to the design and requirements for the System.



- (t) **RAA** means RAA Innovation Pty Ltd (ABN 13 655 258 272) trading as RAA Solar and Battery Storage.
- (u) **RAA Personnel** means the employees, agents and contractors of RAA or any of its related entities.
- (v) **Rebate** has the meaning set out in clause 3(a).
- (w) **RCTI** means a recipient created tax invoice.
- (x) **RECs** means renewable energy certificates, being LGCs and/or STCs issued by the Clean Energy Regulator pursuant to the *Renewable Energy (Electricity) Act 2000* (Cth) and *Renewable Energy (Electricity) Regulations 2001* (Cth).
- (y) **SAPN** means SA Power Networks.
- (z) **Site** means the location specified in the Quote.
- (aa) **STCs** means small scale technology certificates.
- (bb) **System** means the solar energy system installed as part of undertaking the Works.
- (cc) **Terms** means these terms and conditions.
- (dd) **Third Party Software** has the meaning set out in clause 25(c).
- (ee) **Third Party Software Terms** has the meaning set out in clause 25(c).
- (ff) **Undisclosed Circumstances** has the meaning set out in clause 3(a).
- (gg) **Works** means the supply of the Goods and Services.