

# Terms and Conditions

Effective from 1 January 2019

## 1. Scope of this Agreement

The following form part of this Agreement:-

- a) the Quote accepted by the Customer ("**Contract**"); and
- b) these terms and conditions.

## 2. Obligations of the Parties

- a) Solar Warehouse Australia will:
  - i. supply the System;
  - ii. install the System at the nominated Premises using a CEC accredited installer;
  - iii. notify the Customer in writing within a reasonable timeframe matters relating to site conditions and special circumstances beyond its control that may result in additional costs payable by the customer that will not be borne by Solar Warehouse Australia;
  - iv. comply with the CEC's Solar Retailer Code of Conduct; and
  - v. comply with all relevant state and federal legislation and law.
- b) The Customer will:
  - i. pay Solar Warehouse Australia the Sale Price, as set out in the Contract and clause 4(a);
  - ii. assign to Solar Warehouse Australia all of the Customer's rights to receive all STCs that arise by reason of the supply and/or installation of the System at the Premises or otherwise;
  - iii. properly and accurately complete all documentation necessary for Solar Warehouse Australia to affect the assignment referred to in clause 2(b)(ii) and for Solar Warehouse Australia to receive any Commonwealth or State or Territory benefit in connection with the supply and/or installation of the System at the Premises;
  - iv. warrant to Solar Warehouse Australia that when the Customer accepts the Quote and again on installation of the System, that the Customer has not previously created, or assigned the right to create, any STCs in respect of the System or any other solar photovoltaic generating unit at the Premises; and
  - v. provide Solar Warehouse Australia and its team members and nominated contractors unrestricted access to the nominated installation Premises.
- c) Prior to entering into the Contract, Solar Warehouse Australia will:

- i. provide its office address and phone number;
- ii. explain the Contract;
- iii. explain the payment and trade of STCs including the operation of the STC clearing house;
- iv. advise the Customer in relation to the requirement for approval from the Customer's electricity distributor prior to installation and that the paperwork must be submitted before installation of the System can begin. Solar Warehouse Australia will make the application to the Customer's electricity distributor on the Customer's behalf.

### **3. Quotation and Cooling Off**

- a) All Quotes created by Solar Warehouse Australia for the Customer are valid for seven (7) days from the date of the Quote.
- b) The Customer has the right to a ten (10) day cooling off period from the date of acceptance of the Quote (at which time the Quote becomes the Contract) during which time they may cancel the Contract and Solar Warehouse Australia will refund any deposit paid by the Customer during this time.

### **4. Payment**

- a) The Customer agrees to pay Solar Warehouse Australia in the manner outlined in the Contract by the following:
  - i. a deposit of not less than thirty per cent (30%) of the Sale Price for the System supply and installation as per the Sale Price of the Contract, on the day the offer is accepted; and
  - ii. upon completion of the System installation the balance owing of the Sale Price immediately upon receiving the associated invoice.
- b) Payment of the deposit or balance owing may be made using the following methods:
  - i. Cash
  - ii. Debit Card
  - iii. Credit Card
  - iv. Electronic Funds Transfer (EFT)
  - v. Bank cheque
- c) Solar Warehouse Australia will provide to the Customer a receipt once the deposit has been paid.
- d) Payment is taken to have occurred on the date that the payment amount is accessible to Solar Warehouse Australia.
- e) Failure to pay the deposit amount at clause 4(a)(i) will cause the Contract between the parties to be voided unless the parties reach a mutually agreed alternative arrangement.

- f) In the event that the Customer cancels the Contract after payment of the deposit and expiration of the cooling off period, but before the installation of the System has commenced, Solar Warehouse Australia will be entitled to retain \$495.00 (inclusive of GST) as an administration fee from the deposit. The remainder of the deposit will be refunded to the Customer.
- g) Failure to pay the balance owing of the Sale Price as specified in clause 4(a)(ii) at the completion of the Contract will result in:
  - i. the title of the System not transferring from Solar Warehouse Australia to the Customer; and
  - ii. interest to be charged to the Customer at a rate of two per cent (2%) per month for each outstanding calendar month that the overdue amount is not paid; and
  - iii. the Customer will be liable for all and any charges or costs incurred by Solar Warehouse Australia in relation to the recovery of any outstanding and unpaid amount of the Sale Price including, but not limited to third party debt recovery charges, legal costs and interest.

## 5. GST

- a) The Fee does not include GST.
- b) In addition to the Fee or any other consideration due under this Agreement, the Client will pay to Solar Warehouse Australia an amount equal to any GST which Solar Warehouse Australia is or becomes liable to pay for any supply made under or in connection with this Agreement.
- c) The amount of GST payable will be specified in the Quote and Contract.
- d) Any amount payable under clause 5(b) will be paid at the same time as payment for the supply giving rise to the obligation to pay GST, or if no amount is payable for the supply, or if a valid Tax Invoice has not been given to the other party prior to that time, within seven (7) days of the issue of a valid Tax Invoice by Solar Warehouse Australia to the Customer.
- e) In this clause, “**GST**” and “**Tax Invoice**” have the meaning set out in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

## 6. Refunds

Subject to Clause 4(f), the Customer is entitled to request a refund in full of monies paid under this Agreement if the following circumstances arise before or after Solar Warehouse Australia commences installation of the System at the Premises:

- a) if the final System design differs significantly from the System design agreed upon in the Contract and any amendment was not agreed to in writing by the Customer; or
- b) the timeframe for completion agreed upon is not followed for reasons other than those not within the power of Solar Warehouse Australia and the Customer does not agree to an amended timeframe; or

- c) if Solar Warehouse Australia gives the Customer notice of a price increase under clause 9 and the Customer chooses to end the Agreement in accordance with clause 9(c) rather than accept the price increase; or
- d) additional work not quoted in the Contract is required to be performed and Solar Warehouse Australia is not responsible for the cost and the Customer does not agree to the costs of the additional performance of the work; or
- e) if Solar Warehouse Australia has not delivered and installed the System at the Premises within four (4) weeks after the original Target Date, and the Customer chooses to end the Agreement; or
- f) Solar Warehouse Australia acting on behalf of the Customer to obtain grid connection approval from the Customer's electricity distributor does not do so prior to installation, and the Customer does not receive approval from the distributor to connect a system; or
- g) if any of the components of the System that are outlined in the Quote cannot be supplied and the Customer does not agree to a substitute of similar quality equipment; or
- h) If Solar Warehouse Australia gives the Customer notice that the Sale Price will be increased due to a decrease in the value of STCs in accordance with clause 8(d) and the Customer chooses to end the Agreement in accordance with clause 8(d) rather than accept the increased Sale Price.

## **7. Inspection of Premises**

Solar Warehouse Australia and the Customer acknowledge that in calculating the Fee for the supply and installation of the System, Solar Warehouse Australia has relied on;

- a) a preliminary site inspection of the Premises conducted by Solar Warehouse Australia prior to the execution of this Agreement; and
- b) representations by the Customer in relation to the ownership and title of the Premises, the nature of the Premises and the eligibility of the Customer for certain discounts, government offers and rebates, as contained in this Agreement and in any communication by the Customer prior to the date of this Agreement.

## **8. Assignment of STCs to Solar Warehouse Australia**

- a) If clauses 8(b) & 8(c) do not apply:
  - i. upon entering into this Agreement, the Customer unconditionally undertakes to assign and is deemed to have assigned to Solar Warehouse Australia any rights to or rights to create STCs that may exist or arise in relation to the System;
  - ii. the Customer agrees that valuable consideration in the form of a point of sale discount has been provided to the Customer by Solar Warehouse Australia in exchange for the Customer assigning to Solar Warehouse Australia the rights to or rights to create STCs;

- iii. the Customer irrevocably agrees to complete and execute for the benefit of Solar Warehouse Australia any documents, contracts or papers reasonably necessary to give effect to the assignment referred to in clause 8(a)(i); and
  - iv. the Customer unconditionally undertakes not to otherwise deal with STCs or a right relating to the STCs that may exist or arise in relation to the System, including but not limited to the supply and installation of the System at the Premises.
- b) At the time of entry into this Agreement, the Customer may elect to retain any right or rights to create STCs referred to in clause 8(a)(i) by providing Solar Warehouse Australia with notice in writing and the parties agree in writing to amend the Sale Price and final amount to include the market value of the rights of the STCs on the date of entry into this Agreement, as determined by Solar Warehouse Australia.
- c) Solar Warehouse Australia will increase the Sale Price of the System by the amount of the STC incentive if the Customer does anything that;
  - i. obstructs or averts the assignment under clause 8(a)(i) to (iv); or
  - ii. reduces the maximum quantity of STCs that can be created in respect to the System; or
  - iii. renders the System ineligible for the creation of STCs.
- d) The Customer acknowledges and agrees that in the event that the STC value prior to installation of the System is more than one dollar (\$1.00) per STC lower than the Quoted STC value and Solar Warehouse Australia provides an amended written quote to the Customer, the Sale Price will be increased by the difference in STC values. The Customer may choose to accept the amended quote or end the Agreement in accordance with clause 8(e) in which case they are entitled to a refund under clause 6(h).
- e) The Customer may end this Agreement under clause 8(d) by providing Solar Warehouse Australia with written notice of the Customer's request by post or email as set out in the Quote prior to the Target Date.

## **9. Price increases**

- a) Solar Warehouse Australia may increase the Sale Price of:-
  - i. the System;
  - ii. the price of the installation of the System; and
  - iii. any other item(s) included in the Quote.
- b) Solar Warehouse Australia can only increase the price of the System, and components of the System or any itemised services outlined in the Quote if:
  - i. it is deemed necessary and reasonable to do so;
  - ii. Solar Warehouse Australia is not prohibited by law from doing so;
  - iii. Solar Warehouse Australia has provided the Customer with written notice of the price increase a minimum of one (1) week before the Target Date or

if the Customer has received a revised Target Date, then one (1) week prior to that new Target Date.

- c) If the Customer receives written notice of a price increase from Solar Warehouse Australia and the Customer does not accept the price, the Customer is entitled to end the Agreement and is entitled to a full refund under clause 6(c) in accordance with this clause 9(c).
- d) The Customer may end this Agreement under clause 9(c) by providing Solar Warehouse Australia with written notice of the Customer's request by post or email as set out in the Quote prior to the Target Date.

## **10. Completion**

- a) On completion of the installation of the System at the Premises, Solar Warehouse Australia's installer/s will demonstrate to the Customer that the System has been installed and is operational.
- b) Solar Warehouse Australia's installer/s will either:
  - i. demonstrate to the Customer how to conduct a measurement of energy output; or
  - ii. provide instructions in writing on how to conduct a measurement of energy output.

This will not constitute a confirmation that the System has been connected to the power grid (see clause 15).

- c) The System will be switched off in accordance with relevant regulations until such time that the Customer's electricity supplier/retailer has replaced the Customer's electricity meter.
- d) Solar Warehouse Australia accepts no liability for:-
  - i. delays on the part of the Customer's electricity retailer in installing the new import/export meter (smart meter);
  - ii. any fees levied upon the Customer by the Customer's electricity distributor and/or electricity retailer for failure to ensure a personal representative is present to allow the electricity distributor representative and/or electricity retailer representative access to the switchboard/meter box or surrounding areas; and
  - iii. any issue discovered upon installation that would give rise to additional fees and charges required in order to comply with relevant safety and/or electrical standards/laws/regulations.
- e) Upon completion Solar Warehouse Australia will:
  - i. provide to the Customer any certificates or similar documents in relation to the electrical safety of the System as required by law;
  - ii. advise that the Customer contact its electricity retailer to confirm the electricity contract/tariffs to be received once installation of the System has been completed;

- iii. provide to the Customer information in relation to the regular maintenance of the System; and
- iv. if requested, provide documentation outlined in the CEC's Solar Retailer Code of Conduct clause 2.3.2 in digital or physical format.

## 11. Termination

- a) Unless otherwise provided in this Agreement, if a party breaches a term of this Agreement and that breach is a type of breach that is capable of being remedied, the other party may send the breaching party a notice that sets out the details of the breach and demands that the breaching party remedy the breach within fourteen (14) days of the notice.
- b) Subject to clause 22, a party may immediately terminate this Agreement by notice if:
  - i. the breach committed by the other party under clause 11(a) is not remedied by that other party within fourteen (14) days of the notice; or
  - ii. the breach committed by the other party under clause 11(a) is not a type of breach that is capable of being remedied.
- c) If the Agreement is terminated by Solar Warehouse Australia under clause 11(b), Solar Warehouse Australia may, at Solar Warehouse Australia's election;
  - i. enter the Premises and remove the System, in which case:
    - 1. Solar Warehouse Australia may retain all monetary amounts already paid to Solar Warehouse Australia by the Customer up to the value of Solar Warehouse Australia's Loss resulting from the termination of this Agreement and return the remainder to the Customer; and
    - 2. if the value of Solar Warehouse Australia's Loss resulting from the termination of this Agreement is greater than the monetary amounts retained by Solar Warehouse Australia under clause 11(c)(i)(1), then the Customer will indemnify Solar Warehouse Australia for any and all Loss and/or damage incurred by Solar Warehouse Australia and caused directly and indirectly by the Customer's breach.
  - ii. not remove the System from the Premises, in which case Solar Warehouse Australia may retain all monetary amounts already paid to Solar Warehouse Australia by the Customer and at Solar Warehouse Australia's election:
    - 1. demand immediate payment of the remainder of the Sale Price by the Customer, in which case the Customer must pay that amount to Solar Warehouse Australia within seven (7) days of the demand; or
    - 2. recover the remainder of the Sale Price by any legal means, including instituting proceedings in the applicable court.
- d) If the Agreement is terminated by the Customer under clause 11(b):
  - i. Solar Warehouse Australia will return to the Customer all monetary amounts already paid to Solar Warehouse Australia under the Agreement within thirty (30) days of the termination of the Agreement; and

- ii. Solar Warehouse Australia may enter the Premises and remove the System on giving reasonable notice of its intention to do so.
- e) If the Customer retains any of the System under this clause 11, then all of Solar Warehouse Australia's ongoing obligations under this Agreement relating to the quality, operation and/or performance of the System, including but not limited to the warranties provided under clause 13(a), will not apply to this System to the extent applicable by law.

## **12. Installation**

- a) The Customer grants permission, and all necessary and reasonable access, to Solar Warehouse Australia and its employees, contractors and/or agents to enter the Premises to install the System.
- b) The Customer will ensure that it has a representative present at the Premises for the installation and/or commissioning of the System, when and as reasonably required by Solar Warehouse Australia or its employees, contractors and/or agents.
- c) Solar Warehouse Australia will be responsible to ensure that it or its contractors hold and maintain all necessary licences and accreditations in order to install the System at the Premises.
- d) The Customer will be responsible for ensuring that it obtains all necessary permits and approvals in the nature of planning, development and building permits and approvals in order for Solar Warehouse Australia to install the System at the Premises.
- e) Prior to installation and with the written consent of the Customer, the final positioning of the System, or the components thereof, may alter from the agreed upon location in instances where compliance with CEC regulations or other applicable regulations mandate a change of position.
- f) Upon delivery of the System to the Premises, the Customer acknowledges that all risk in relation to the System (i.e. Loss, theft and direct and indirect damage) passes to the Customer.

## **13. Warranty applicable to the System**

- a) Subject to mandatory warranties imposed by the *Competition and Consumer Act 2010 (Cth)*, Solar Warehouse Australia will, at its absolute discretion:-
  - i. repair or replace (at Solar Warehouse Australia's option) the System if they fail;  
or
  - ii. repair or replace (at Solar Warehouse's option) the part of the System that Solar Warehouse Australia consider has failed;  
  
And will:
    - iii. warrant against poor workmanship; and
    - iv. warrant against corrosion, oxidization and discolouration as a result of a defective System



within 5 years of installation of the System. The definition of failed will take into account reasonable expected output as per CEC guidelines.

- b) Warranty documentation will be provided to the Customer upon completion.
- c) Except as provided in this Agreement, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the System for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded to the extent permitted by law. Without limitation, Solar Warehouse Australia will not be liable under any circumstances for:
  - i. any special, indirect or consequential Loss or damage, that is, Loss or damage beyond a normal measure of Loss or damage;
  - ii. any Loss of profits, anticipate or otherwise;
  - iii. any Loss in revenue, gain or benefit, including that available under a feed-in tariff or equivalent scheme;
  - iv. any Loss of business opportunity;
  - v. any cost arising from failure of the System;
  - vi. any damage, direct or indirect, to equipment, appliances or data, and the like, arising from the installation or operation of the System;
  - vii. any structural damage arising from the installation or operation of the System; or
  - viii. any damage to business goodwill arising from the installation and operation of the System.
- d) The parties acknowledge and agree that if a court determines that the liability exclusions described in clauses 13(c)(i) to (viii) (inclusive) are invalid for any reason, that Solar Warehouse Australia's total liability for the circumstances described in clauses 13(c)(i) to (viii) (inclusive) will not exceed the Sale Price.
- e) The Customer acknowledges that any undertaking, representation or claim in this Agreement or otherwise regarding the operation, fitness for purpose or merchantable quality of the System only applies when the System is operating under ideal conditions as defined by the manufacturer of the System.
- f) The warranties provided in clause 13(a) will not apply to any System that has been subject to:
  - i. misuse, abuse, neglect or accident;
  - ii. alteration, improper alteration, or reinstallation by the Customer or any person;
  - iii. non-observance with use and maintenance instructions;
  - iv. repair, modification or repositioning by anyone other than a service technician approved by Solar Warehouse Australia in writing;
  - v. power failure, power surge, lightning, flood, fire accidental breakage or other events outside of Solar Warehouse Australia's control; or

- vi. the type or serial number of any part of the System being altered, removed or made illegible.
- g) If the System is installed in conditions which are different to the conditions under which the manufacturer assessed the nominated output, then the nominated output for the purposes of clauses 13(a), 13(c) and 13(e) will be adjusted downwards by factors which reflect those differences.

#### **14. Risk title and insurance**

- a) Risk in the System passes to the Customer by reason of and at the time of delivery of the System to the Premises.
- b) Solar Warehouse Australia must obtain and maintain insurance in relation to damage, Loss or theft of the System until risk passes to the Customer under clause 14(a).
- c) The Customer must obtain and maintain insurance in relation to damage, Loss or theft of the System at least until title has passed to the Customer under clause 14(d).
- d) Title to the System passes to the Customer once the following has been carried out:
  - i. completion of the installation of the System;
  - ii. the completion of the documents required for the assignment of all STCs to Solar Warehouse Australia; and
  - iii. payment in full for the balance owing of the Sale Price to Solar Warehouse Australia is received.

#### **15. Power grid connection and meter installation**

- a) The Customer acknowledges that although Solar Warehouse Australia will assist in arranging for the System to be connected to the main grid, Solar Warehouse Australia does not agree to undertake that connection and installation under this Agreement and is not a party to any Agreement between the Customer and the Customer's electricity distributor, which may be entered into for that purpose.
- b) The Customer acknowledges that Solar Warehouse Australia will not be responsible for arranging the installation of the new smart meter by the Customer's electricity retailer at the Premises unless otherwise instructed by the Customer. Solar Warehouse Australia does not agree to undertake that installation under this Agreement and is not a party to any Agreement between the Customer and the Customer's electricity retailer, which may be entered into for that purpose.
- c) The costs and risks of that connection and installation under clauses 15(a) and 15(b) are expressly excluded in this Agreement.
- d) Upon completion of the installation of the System, Solar Warehouse Australia will communicate to the Customer that the relevant paperwork has been provided to the electricity retailer and/or electricity distributor and the means in which it was provided.
- e) The Customer will be provided with:

- i. a time frame for the power grid connection and meter installation by Solar Warehouse Australia as provided by the Customer's electricity retailer and/or electricity distributor;
  - ii. details of who can be contacted in relation the power grid connection and meter installation as provided by the Customer's electricity retailer and/or electricity distributor; and
  - iii. if applicable, Solar Warehouse Australia will also advise of any foreseeable issues.
- f) Solar Warehouse Australia is required to comply with compliance requests from the electricity provider and or distributor in a timely manner including communicating with the Customer if required.

## **16. Indemnity and Liability**

- a) The Customer must indemnify and keep Solar Warehouse Australia indemnified from and against all Loss suffered or incurred directly and indirectly by Solar Warehouse Australia in respect of any:
  - i. Loss of or damage to any real or personal property; or
  - ii. personal injury or death,that arises out of or as a consequence of the performance or non-performance of this Agreement by the Customer, except to the extent that such Loss is attributable to the gross negligence or wilful misconduct of Solar Warehouse Australia (other than the Customer).
- b) The Customer must indemnify and keep Solar Warehouse Australia indemnified from and against all Loss arising out of or in connection with any act or omission of the Customer which gives rise to a liability of Solar Warehouse Australia to a third party.
- c) The indemnity provided in this clause 16 extends to any Loss suffered or incurred by Solar Warehouse Australia caused by the Customer failing to make full payment of the Sale Price under the Contract.
- d) The Customer acknowledges and accepts that Solar Warehouse Australia's total aggregate liability for all claims relating to this Agreement is limited to the Sale Price.
- e) Solar Warehouse Australia accepts no liability for Loss whatsoever suffered or incurred by the Customer, directly or indirectly, by the Customer's electricity provider and/or electricity distributor providing services under this Agreement.

## **17. Dispute Resolution**

- a) If a dispute arises between Solar Warehouse Australia and the Customer under or in connection with this Agreement, the System or otherwise, the parties must meet and use their reasonable endeavours to resolve that dispute by negotiation or otherwise before commencing legal proceedings.
- b) The parties will be deemed to have used their reasonable endeavours to resolve a dispute if they have met to discuss the dispute and have failed to resolve it within fourteen (14) days of that meeting.

- c) Nothing in this clause 17 will preclude either party from seeking an urgent interim interlocutory injunction in causes of genuine urgency.

## **18. Governing Law**

This Agreement is governed by the laws in force in South Australia and the parties submit to the non-exclusive jurisdiction of the courts of South Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

## **19. Entire Agreement**

This Agreement embodies the entire understanding of the parties as to the Contract and supersedes all prior agreements, understandings, arrangements and undertakings between the parties.

## **20. Variation**

No variation to this Agreement will be of any force or effect unless reduced to writing and signed by both parties.

## **21. Severability**

Each clause in this Agreement is severable from the others and if one or more is found to be unenforceable this will not affect the validity of the others or any of them.

## **22. Waiver**

The fact that either party does not, on a default by the other party or any authorised person in respect of any of the terms of this Agreement, exercise any rights or remedies to which it is entitled, will not be construed or operate in any way as a waiver of any such rights or remedies.

## **23. Force Majeure Event**

- a) A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event, provided that the party keeps the other closely informed in such circumstances and uses reasonable endeavours to rectify the situation.
- b) Without limiting any other right to terminate under this Agreement, if a Force Majeure Event affects a party's performance under this Agreement for more than thirty (30) consecutive days, the other party may immediately terminate this Agreement by written notice.

## **24. Privacy**

- a) Solar Warehouse Australia will act in accordance with the *Privacy Act 1988 (Cth)* and the *Spam Act 2003 (Cth)* and other applicable Australian legislation in relation to Personal Information.
- b) Solar Warehouse Australia will collect Personal Information from the Customer in order to:
  - i. effect the Contract; or
  - ii. perform future marketing of its products and services.

- c) Solar Warehouse Australia will not use the Customer's Personal Information collected for any other purpose than listed above without the Customer's prior consent unless required by law.
- d) Customers may request that Solar Warehouse Australia cease the communication of marketing materials by providing written notice to Solar Warehouse Australia by post or email as set out in the Quote.
- e) Customers may contact Solar Warehouse Australia by email to info@solarwarehouseaustralia.com.au with any queries in relation to this clause.

## 25. Interpretation

Unless the context otherwise requires or admits the following expressions shall have the following meanings respectively:

**"Agreement"** means the terms and conditions contained in this document and the Contract;

**"CEC"** means the Clean Energy Council;

**"Contract"** means Solar Warehouse Australia's supplied Quote for the supply and installation of goods that has been accepted by the Customer supplied with these Terms and Conditions;

**"Customer"** means the party entering into this Agreement for the purchase and/or installation of the products from Solar Warehouse Australia;

**"Fee"** means the agreed upon price for the System as specified in the Contract excluding any discounts and/or rebates applied and GST payable;

**"Force Majeure Event"** means any event beyond the control of the relevant party;

**"Loss"** means all liabilities, damages, remedies, losses, penalties, fines, costs, expenses (including reasonable legal fees and expenses), demands, claims and proceedings of any nature;

**"Personal Information"** means any information recorded in any format collected that identifies a person or may reasonably identify a person;

**"Premises"** means the property at which the System and any goods or services are provided by Solar Warehouse Australia to the Customer under this Agreement;

**"Quote"** means the document titled as such which outlines the fees for supply and installation of goods offered by Solar Warehouse Australia which forms part of this Agreement and becomes the Contract between the Customer and Solar Warehouse Australia;

**"Quoted STC"** means the STC market rate at the date of the quotation of the Contract and used in the calculation of the Sale Price;

**"Sale Price"** means the cost to the Customer for the System supplied by Solar Warehouse Australia after any STC incentives or further discounts have been applied and includes any GST payable;

**"Solar Warehouse Australia"** means Solar Warehouse Australia Pty Ltd (ACN 615 719 161);

**“STC”** means small-scale technology certificates received for the installed System from the Australian Government Clean Energy Regulator;

**“System”** means a collection of individual components including installation that form the solution offered in the Contract;

**“Target Date”** means the estimated date which Solar Warehouse Australia anticipates the Customer’s System installation will take place as specified in the Quote.