

Terms and Conditions.

Introduction: Who does this agreement apply to? 1.1 This agreement is between: (a) Kraft Electrical & Solar Pty Ltd ABN: 90633356617 referred to as "we" or "us"; and (b) the customer named in the Quote, referred to as "you". What is this agreement made up of? 1.2 This agreement is made up of; (a) these Terms and Conditions; and (b) the Quote/Proposal attached to these Terms and Conditions. What does this agreement cover? 1.3 The agreement covers; (a) your purchase from us of the solar photovoltaic system / Electrical work and other equipment, referred to as the "System" and described in the Quote/Proposal attached to this agreement; and (b) delivery and installation of the System at your Premises. When does this agreement start and end? 1.4 This agreement starts when you accept our offer set out in the Quote, which you can do by; (a) signing and posting or delivering the Quote/Proposal to our address as set out in the Quote; (b) signing an electronic version of the Quote; (c) signing, scanning and emailing the Quote to our email address as set out in the Quote; or (d) accepting the offer over the telephone, by calling our telephone number as set out in the Quote (in which case we will send you a full copy of this agreement, by post or email, within one week after your acceptance). 1.5 However, your purchase of the System will not become final until all of the following conditions have been satisfied; (a) you have paid us the Deposit, or; (b) your finance has been formally approved; (c) and your electricity distributor (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval, unless the Quote/Proposal specifies the System as an "Off Grid" System. 1.6 This agreement ends when we have finished installing and commissioning the System, unless we or you end it earlier in accordance with its terms. 1.7 If we have delivered and installed the System, then after the agreement ends the guarantees and related terms in clause 11 will continue for the Guarantee Period. Other rules: 1.8 In addition to this agreement, various laws and codes, including the Australian Consumer Law and, if we have volunteered to be bound by it, the CEC Solar Retailer Code of Conduct, also contain rules applicable to the sale and installation of solar photovoltaic systems, and we will comply with these rules in selling you the System and installing it at the Premises. Capitalised terms have special definitions: 1.9 Capitalised terms used in the agreement have the meanings given to them in clause 17. 2. Sale of the System: 2.1 Provided the conditions in clause 1.5 have been satisfied, we agree to sell, and you agree to purchase, the System on the terms of this agreement. 3. Payment: Payment of the Deposit. 3.1 You must pay us the Deposit at the same time as you accept our offer set out in the Quote unless you have agreed to purchase the system on a finance offer. Payment of the Balance. 3.2 You must pay us the Balance at the same time as we deliver the System to the Premises. 3.3 If your System is larger than 15 Kilowatts or the end price to you is greater than \$15,000AUD; you must pay us 40% upon Grid Connection Approval and confirmation of the required stock order being filled, you must then pay a further 20% on the delivery of the System to the Premises with the remaining balance payable on the day your system is operational and/or a certificate of compliance (also known as a "safety certificate") is provided by the CEC accredited installing electrician. 3.4 Payment of the balance is required before we submit the Energy Works Request and connect your system to the grid. 3.5 Title of the System passes to you on payment of the Balance, provided you have already paid the Deposit and all other amounts you owe us. Payment methods. 3.6 Payments under this agreement can be made by bank cheque, cash, debit card, credit card, direct deposit, and BitCoin transfer. When payment is taken to be made. 3.7 You will be taken to have made payment on the date on which we receive your payment as cleared funds in our bank account. Failure to pay the Balance. 3.8 Failure to pay the balance of your system in line with the terms set out in this agreement will result in Kraft Electrical PTY LTD engaging a debt collecting agency to collect the balance from you. 4. Refunds: 4.1 If you have paid us money under this agreement, but the agreement ends for any of the following reasons before we install the System at your Premises, then when the agreement ends we will promptly refund all of the money you have paid: (a) if we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date, and you choose to end the agreement under clause 7.7; (b) if we give you notice of a price increase under clause 5, and you choose to end the agreement in accordance with clause 5.3 rather than accept the price increase; or (c) Grid Connection Approval is refused. 5. Price increases: 5.1 Subject to clause 5.2, we can increase the price of: (a) the System or any part of it; (b) the installation of the System; or (c) any other item specified in the Quote, to cover any new or increased cost in selling and installing the System under this agreement. 5.2 We can only increase prices under clause 5.1 if: (a) it is reasonable to do so; (b) we are not prohibited by law from doing so; and (c) we give you written notice of the increase at least one week before the Target Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.6, that new Target Date. 5.3 If we give you notice of a price increase and you prefer to end this agreement rather than accept the price increase, you can end the agreement in accordance with clause 5.4 and, if you do, we will give you any refund required under clause 4.1(b). 5.4 You can end this agreement under clause 5.3 by: (a) calling us on our telephone number as set out in the Quote; or (b) giving us written notice of this, by post or email, before the Target Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.6, that new Target Date. 5.5 If we send you notice of a price increase and you do not end this agreement under clause 5.3 by the relevant date, you will be taken to have agreed to the price increase. 6. Approvals: Grid Connection Approval 6.1 We will apply for Grid Connection Approval on your behalf. In doing this, we will: (a) make the application as soon as possible; (b) keep you updated on the progress of the application; (c) respond, within a reasonable timeframe, to any information or other requests from the distributor; and (d) promptly give you notice of the outcome of the application. 6.2 Your purchase of the System is subject to Grid Connection Approval being granted. 6.3 If Grid Connection Approval is refused, then this agreement will end and we will give you any refund required under clause 4.1(c). Other approvals 6.4 You are responsible for applying for and obtaining any other approvals, permits or consents required in respect of the installation of the System at the Premises. 6.5 You must apply for these approvals, permits and consents as soon as possible. 6.6 The sale and installation of the System, and your and our other obligations under this agreement, are not dependent on and will not be affected by whether and when you obtain these approvals, permits and consents. 7. Delivery and installation: Delivery 7.1 Provided the conditions in clause 1.5 have been satisfied, we must, or must procure, the delivery of the System to the Premises. 7.2 The risk of loss or theft of, or damage to, the System passes to you on delivery of the System to the Premises. Installation 7.3 Provided you have paid the Balance, we must install, or must procure the installation of, the System at the Premises, in accordance with the Full System Design. Target Date 7.4 We will use reasonable endeavours to deliver and install the System at the Premises on the Target Date. 7.5 You agree, however, that: (a) the Target Date is only a target and not a strict deadline; and (b) we will not be liable to you if we fail to deliver and install the System at the Premises by the Target Date. 7.6 We will notify you if we do not think we can deliver and install the System at the Premises by the Target Date, and give you a new Target Date. 7.7 If we have not delivered and

installed the System at the Premises within 4 weeks after the original Target Date, you can end this agreement and, if you do, we will give you any refund required under clause 4.1(a). Installation requirements 7.8 We (if we install the System) or our contractor (if we procure a contractor to install the System) must: (a) be a CEC-Accredited Installer; and (b) install the System in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to CEC Accredited Installers. 7.9 After installation of the System, we will give you any certificate or similar document regarding the electrical safety of the System which is required by law. 7.10 We will take every reasonable precaution in installing the System at the Premises. However, we will not be liable in respect of: (a) the structural integrity of the roof; (b) the roof's ability to carry the weight of the System; (c) any effect installation of the System has on any roof manufacturer's warranty; (d) replacement of tile i.e. Kraft Electrical Pty Ltd ('Kraft Electrical') will endeavour to complete all work without any damage to the tiled roof by acting with care and respect at all times. However, there are instances where the age and condition of tiles may prove to be in a worn or dilapidated state and, is arguably due for replacement. In any case, the customer must supply a minimum of five (5) tiles prior to the commencement of work as a precaution. In the event of Kraft Electrical cracking tiles when performing the stipulated work, the Kraft Electrical employee will replace the tile/tiles with the spare tiles provided by the customer. Circumstances of the roof tile having a terracotta construction, a minimum of fifteen (15) tiles are to be provided prior to the commencement of work by Kraft Electrical. Where the customer cannot provide the minimum number of tiles outlined above or if the tiles provided are not sufficient to replace all broken tiles Kraft Electrical will attempt to repair damaged tiles by way of silicon and swapping with a tile above an eave. Kraft Electrical takes no responsibility for leaks, loss or damage as a result of damage to the tiles or silicon being applied to tiles and the customer indemnifies Kraft Electrical from any claims, loss or damage suffered by the customer due to silicon being applied to or damage to tiles; (e) building adequacy i.e. Kraft Electrical will endeavour to complete all work without any damage to property by acting with care and respect at all times. However, there are instances where the age and condition of a dwelling may prove to be in a worn or dilapidated state and, is arguably due for refurbishment. In such cases, Kraft Electrical may not be able to complete the works without inadvertently damage to these areas and, as such, will not be liable for any damage caused by our works. Kraft Electrical will notify the customer of any damage that comes to Kraft Electrical's attention, but will not be responsible for any claim, loss suffered, or costs of repair resulting from any damage caused by the works. The customer is responsible for ensuring that any accessible areas maintain their integrity and are able to withstand the installation works, within reason, to allow a Kraft Electrical employee to service or undertake any work stipulated. The customer indemnifies Kraft Electrical against any claim, loss or damage suffered in relation to any damage caused to the dwelling due to the works performed by Kraft Electrical. 8. Accessing the Premises: 8.1 You grant us permission to enter and remain at the Premises, and to have our contractors enter and remain at the Premises, to: (a) conduct one or more site inspections, if we think this is necessary; and (b) deliver and install the System, at any reasonable time, provided we give you at least 3 Business Days' notice of the proposed access time. 8.2 You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System. 8.3 You must: (a) ensure we and our contractors have convenient and safe access to all parts of the Premises necessary to conduct any required site inspections or to deliver and install the System; (b) not hinder or obstruct this access; and (c) ensure the Premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System. 9. System maintenance: 9.1 We must provide you with the Maintenance Documents. 9.2 It is your responsibility to maintain the System in accordance with these documents. 10. System performance and STCs: Site-Specific Performance Estimate 10.1 We have calculated the Site-Specific Performance Estimate for the System and your Premises in accordance with the CEC System Design Guidelines. STC Incentive 10.2 We have calculated the STC Incentive based on: (a) the maximum quantity of STCs that can be created in respect of the System under law, taking into account the Site-Specific Performance Estimate; and (b) the monetary value of that quantity of STCs, and deducted the STC Incentive from the Total Price. Assignment of STCs to us 10.3 You hereby assign to us all of your existing and future rights, title and interest in and to all STCs created or able to be created in respect of the System. 10.4 You must do anything we reasonably request of you for the purpose of perfecting, confirming or evidencing this assignment, including providing information and executing © Kraft Electrical Pty Ltd 2018 documents. 10.5 You warrant to us, when you accept the offer set out in the Quote and again on installation of the System, that you have 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. Charging you the STC Incentive or portion of 10.6 If you do anything that: (a) obstructs or avoids the assignment under clause 10.3; (b) reduces the maximum quantity of STCs that can be created in respect of the System; or (c) renders the System ineligible for the creation of STCs, then we can increase the Total Price by the amount of the STC Incentive, and you must pay us the STC Incentive within 10 Business Days of us invoicing you for it. 10.7 You must pay to Us any variation in STC price traded greater than \$0.50 (fifty cents) AUD less than the STC price specified within the proposal within 10 days of receiving our invoice. 10.8 Clause 5 does not apply to any increase of the Total Price increases under clause 10.6, and you cannot end the agreement as a result of a price increase, or refuse to accept it. 11. System guarantees: 11.1 Subject to clause 11.2, we guarantee: (a) our workmanship, and the workmanship of our contractors, in installing the System; and (b) the operation and performance of the System, will be free from fault or defect for a period of 5 years (unless otherwise stated within the proposal) commencing on the date the System is installed (Guarantee Period), and we will repair any such default or defect notified to us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to you. 11.2 The guarantee in clause 11.1 will not apply where: (a) the fault or defect is not notified to us within the Guarantee Period; or (b) the fault or defect is a result of: (i) something done by you or someone else, and not us or our contractors; or (ii) something beyond human control that occurred after installation, e.g., an extreme weather event; (iii) the System being misused, abused, neglected or damaged after installation; (iv) the System being maintained other than in accordance with the Maintenance Documents; or (v) the System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by us in writing. 11.3 The guarantee in clause 11.1 is additional to any other guarantee or warranty you may have: (a) from the manufacturer of the System; or (b) under any applicable law, including the Australian Consumer Law, although these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case, and tell you the costs payable. The costs will be payable in advance. 11.4 During the Guarantee Period, we will provide reasonable assistance to you in making any guarantee or warranty claim against the manufacturer of the System, including by acting as your liaison with the manufacturer. 12.

Complaints: Making a complaint 12.1 If you have a complaint relating to the System, its installation or this agreement generally, you can make a complaint to us by: (a) calling us on our telephone number as set out in the Quote; or (b) giving us written notice of this, by post or email. 12.2 We will handle your complaint in accordance with our standard complaints procedures. If we have volunteered to be bound by the CEC Solar Retailer Code of Conduct, then these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006. If you are still not satisfied 12.3 If you are not satisfied with the outcome of your complaint, you can refer the complaint to with the relevant Fair Trading or Consumer Affairs office in your state or territory, as follows: ACT: Office of Regulatory Services, Phone: (02) 6207 3000 NSW: Fair Trading, Phone: 13 32 20 NT: Consumer Affairs, Phone: 1800 019 319 Qld: Office of Fair Trading Phone: 1374 68 SA: Consumer and Business Services, Phone: 13 18 82 Tas: Consumer Affairs and Fair Trading, Phone: 1300 654 499 Vic: Consumer Affairs, Phone: 1300 558 181 WA: Consumer Protection, Phone: 1300 304 054 13. Privacy: 13.1 We will comply with all relevant privacy legislation in relation to your personal information. 13.2 We collect, hold and use, information related to your commercial and consumer creditworthiness from Dun & Bradstreet (www.dnb.com.au | pac.asutral@dnb.com.au | 1300 734 806), a credit reporting body, for all purposes permitted by law. We also disclose information to them. This activity is conducted for the purpose of accessing your credit capacity, eligibility or history in connection with an application or an obligation as a guarantor, collecting payments from you, and managing our credit relationship. Creditworthiness information includes information that is both positive (like payment information) and negative (like defaults or serious credit infringements that we may disclose to credit reporting bodies if you fail to pay us). Our privacy policy and the credit reporting bodies privacy policy (see our websites) have more information how we, and the credit reporting body, manage personal information, including credit worthiness information. The policies also include how you can access, correct, and make complaints about personal information, request that your information is not used for credit pre-screening, and request a ban on use of credit information where you have been a victim of fraud. 13.3 If you have any questions in relation to privacy, you can contact us by: (a) calling us on our telephone number as set out in the Quote; or (b) giving us written notice of this, by post or email. 14. What happens if you fail to perform this agreement: 14.1 If you: (a) fail to pay any amount when due; or (b) fail to perform your obligations in clause 8, then we may suspend our performance of this agreement with immediate effect, and will give you a notice asking you to make the required payment or perform the required obligation. 14.2 If you fail to make the required payment or perform the required obligation within one week after the date of our notice, then we may end this agreement immediately by notice to you. 14.3 If we end this agreement under clause 14.2, you must pay us any costs we incur as a result of ending the agreement, and any costs we have already incurred in respect of the delivery or installation of the System. 15. GST: 15.1 All amounts specified in the Quote are inclusive of GST. 16. General: Notices 16.1 Any notice under this agreement must be in writing and signed by the sender or by an authorised representative of the sender and sent to or left at the address of the addressee in the Schedule or, if the addressee has previously notified the sender in writing of an alternative address for notices, that alternative address. 16.2 If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00 pm in the place of receipt, it is regarded as having been received at 9.00am on the following Business Day. Assignment and novation of the agreement 16.3 Neither party can assign its rights or novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed. Sub-contracting 16.4 We may sub-contract any of our obligations under this agreement to a third party, provided that: (a) if we sub-contract any obligations: (i) we will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement; (ii) we will continue to be liable to you for the performance of our obligations under this agreement, even though we have sub-contracted one or more of those obligations; and (iii) we will be liable to you for the acts and omissions of our sub-contractors, as if these acts and omissions were our own; and (b) our obligations in relation to the design or installation of the System can only be sub-contracted to a CEC-Accredited Installer. Amendment of the agreement 16.5 This Agreement can only be amended in writing signed by both parties. Waivers 16.6 A waiver in connection with this agreement is not valid or binding on the party granting that waiver unless made in writing by that party. Severance 16.7 Any term of this agreement which is or becomes invalid or unenforceable does not render the other terms of the agreement invalid or unenforceable. Governing law of the agreement and submission to jurisdiction 16.8 The laws of the State or Territory in which the Premises are located govern this agreement, and each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there. 17. Meaning of capitalised terms in this agreement: Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth). Balance means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 5.1 or 10.6. Business Day means a day which is not a Saturday, Sunday or public holiday in the State or Territory in which the Premises are located. CEC Accredited Installer means an installer of solar photovoltaic systems accredited in this capacity by the Clean Energy Council under the Clean Energy Council Code of Conduct and Accreditation Terms and Conditions. CEC System Design Guidelines means the Clean Energy Council System Design Guidelines for Accredited Designers. Deposit means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 5.1 or 10.6. Full System Design includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations, as set out in Attachment 1. Grid Connection Approval means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises. GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth). Guarantee Period has the meaning given to it in clause 11.1 Maintenance Documents means the System maintenance documents listed in Attachment 2 to this agreement. Off Grid means a System that is not intended to be connected to the grid and is a stand-alone system independent of all other electrical infrastructure. Premises mean the premises at the address specified in the Quote. Privacy Act means the Privacy Act 1988 (Cth). Quote means the document titled as such which forms part of this agreement and is attached to the Terms and Conditions. Site-Specific Performance Estimate means our site-specific estimate of the average daily energy yield of the System for each month, in kWh, as set out in the Full System Design. STC means a small-scale technology certificate created under the Renewable Energy (Electricity) Act 2000 (Cth). STC Incentive means the amount specified as such in the Quote. System means the solar photovoltaic system and other equipment we are to deliver and install at the Premises under this agreement, as described in the Full System Design. Target Date means the install date specified as such in the Quote, subject to any variation of that date in accordance with clause 7.6. Total Price means the amount specified as such in the Quote.