Sale Details Section

Customer Details

Company Name:
Premises:
Billing Address (if different from Premises):
ABN:
ACN:

Solar System Details

Contract generation Date:
Solar System:

Contract Price:	[ ]
GST:	[ ]
Contract Price (Inc. GST):	[ ]
Less STCs (Inc. GST):	[ ]
Less Government Rebate (Inc. GST):	[ ]
Less Government Loan (Inc. GST):	[ ]
Total Amount Payable (Inc. GST):	[ ]

Payment Terms

Proposed Panel Layout

The solar system at the Premises will be installed broadly as per details below.

Note: The layout may be adjusted by the installer if necessary, to accommodate site conditions, this may include layout and or panel orientation adjustments

Inclusions and Exclusions (Clause 9)

The following clause sets out the list of Inclusions and Exclusions under this Contract. This list replaces the list of inclusions and exclusions set out in our Proposal issued to you, and applies to the extent of any inconsistency with clause 9.

Additional Works

Before Signing

Please ensure you have read the Business Customer Contract.

These prices are valid until

SIGNED for and on behalf of by its duly authorised representative in the presence of:

Date Name of Representative (please print) Signature of Representative

Business Solar Customer Contract

Introduction

THIS CUSTOMER CONTRACT IS IMPORTANT. Please read it carefully and indicate **WHETHER YOU ACCEPT THE TERMS & CONDITIONS** set out below before you submit your application.

Your contract with us will consist of;

- these Contract Terms (including any Appendices);
- the Offer; and
- the Details Section.

This Contract commences on the date you accept the Offer, which you can do by completing an "acceptance of offer" form and providing to Origin (in person, via post or electronically). A confirmation email or letter will be sent to the email or postal address you have provided to us.

Contract Terms

1. Definitions

1.1. Clause 23 of this Contract contains definitions for all words which begin with a capital letter (otherwise than where the capital letter appears for reasons of punctuation).

2. Purchase of System

2.1. You agree to purchase the System from us for the Contract Price on and subject to the terms of the Contract.

2.2. We agree to supply and make available the System. We will enter into a contract with an Installation Subcontractor to install the System at your Premises.

2.3. We will only sell any System to you immediately before installation by the Installation Subcontractor at your Premises.

3. Commencement of Installation

3.1. The Installation Subcontractor will only commence Installation of the System if the distributor has confirmed in writing that the System can be connected to the distribution network. The Installation Subcontractor will commence Installation of the System at a time that is mutually acceptable to you and Origin.

3.2. If the distributor gives notice that the System cannot be installed on the distribution network, then:

(a) this Contract will be terminated automatically; and

(b) we will work with you to prepare a new written offer that meets the distributor's requirements.

3.3. To the extent permitted by law, the Installation Subcontractor is entitled to a reasonable extension of time where the Installation Subcontractor is or will be delayed in completing the Installation by any cause beyond the reasonable control of the Installation Subcontractor.

4. Contract Price

4.1. You must pay the Contract Price in accordance with this Contract, or such other amount as becomes payable in accordance with this Contract.

4.2. The Amount Payable is the amount which might be payable by you, in substitution for the Contract Price, in the event that Origin receives the grant rebate or other benefit referred to in clause 10 and Origin is entitled to keep the grant rebate or other benefit for itself (or if the benefit is based upon an assignment of environmental rights to Origin even if Origin does not receive or cannot retain the benefit of those rights). In the event that the circumstances referred to in this clause 4.2 are satisfied, Origin will accept payment of the Amount Payable in full and final satisfaction of your obligation to pay the Contract Price. References to the Amount Payable elsewhere in this Contract shall be read as a reference to the Contract Price or the Amount Payable (as is applicable having regard to this clause 4.2).

4.3. In addition to the Amount Payable, you acknowledge that you may also have to pay:

(a) any fees or other amounts specified in the Offer or the Details Section at the time or times so specified; and

(b) any additional fees and charges (if any) that are necessary to install your

System and that are not reasonably foreseen by us as a result of our pre-installation site inspection. You will be advised of these additional fees and charges prior to Installation.

4.4. You acknowledge that you may also be required to pay a Distribution Application Fee, as determined by the relevant distributor and notified by us.

4.5. You acknowledge that you may also be required to pay Metering Charges, as determined by the relevant Meter Provider and notified by us.

5. Payment

5.1. You may pay for the System in one of two ways:

(a) directly to us; or

(b) via a financing arrangement with an Approved Third Party Financier.

5.2. Subject to clauses 17 (privacy) and 18 (credit worthiness), where you elect to pay for the System directly to us, we will indicate in our Offer if we require you to pay that amount:

(a) upfront and within 7 days of the distributor giving notice under clause 3.1 that the System can be connected to the distribution network; or

(b) upon Practical Completion of the Installation of the System.

5.3. If you wish to pay for the Installation of the System in accordance with clause 5.1(b):

(a) you consent to us disclosing your contact details (which may include your Personal Information) to the Approved Third Party Financier who will then independently assess your application for finance;

(b) the Approved Third Party Financier will provide us with written confirmation once it has approved your application for finance; and

(c) where the Approved Third Party Financier does not approve your application for finance, we will discuss with you alternative payment arrangements for the System.

6. Authority to Install

6.1. You authorise the Installation Subcontractor to install the System which you have selected, at the Premises.

6.2. You also authorise the Installation Subcontractor to connect that system to the electricity grid (or to arrange for the connection of that system to the grid).

6.3. You authorise and request Origin to arrange metering installation on your behalf (see clause 9.2 (i) for metering installation exclusion).

6.4. You warrant and represent that:

(a) you have obtained all consents, permits and approvals required from your local council or planning authority for the Installation Subcontractor to install the System at the Premises;

(b) the roof of the Premises is structurally sound to accommodate the load of the System, including the base and frame; and

(c) you are the owner of the Premises, or if you are not the owner, you have written permission from the owner to install the System and provide this authority to Origin upon request to do so.

6.5. You agree to execute whatever documents the Installation Subcontractor may reasonably require, and to take whatever other action we may reasonably require, in order to permit the Installation of the System you have selected, and in the case of a solar electricity system, the connection of that system to the electricity grid.

7. Access to the Premises and compliance with electrical standards

7.1. You must provide Origin and the Installation Subcontractor (together with any vehicle or equipment) with safe, convenient and unhindered access to the Premises (including the meter box, switchboard, proposed inverter location and the roof where the System is to be mounted) at whatever times it or they may reasonably require for the purposes of performing the Installation.

7.2. During the Installation, the Installation Subcontractor will permit you to:

(a) have reasonable access to the Premises under the supervision of the Installation Subcontractor; and

(b) view any part of the Installation upon your reasonable request to do so.

7.3. You must ensure that the Premises comply with electricity standards imposed by law prior to Installation.

7.4. If the Premises do not comply with electricity standards imposed by law, you must arrange (at your cost) for a qualified electrician to rectify the fault(s). The type of works that an electrician may need to carry out to ensure that the Premises is compliant, may include, but is not limited to, the following: rectifying inadequate existing electrical supply; installing a safety switch; upgrading a switchboard; upgrading of meter panel board; additional works where there is insufficient room in the meter box for a gross meter for the measuring of exported electricity; or works to the meter box where a meter box is non-compliant. In certain circumstances, Origin may be in a position to help facilitate the engagement of a qualified electrician by you.

8. Ownership and Risk

8.1. Ownership of a System will pass to you upon the earlier of:

(a) the point in time immediately before the System is installed at the Premises; and

(b) payment in full of the Amount Payable for that System.

8.2. Risk in the System will pass to you when that System is installed at the Premises.

9. Installation inclusions and exclusions

9.1. The Installation includes:

(a) the delivery of the System to the Premises for the installation in accordance with the manufacturer's guidelines;

(b) testing and commissioning of the System after Installation (in accordance with clause 9.4); and

(c) the provision of a certificate of electrical safety or equivalent (in accordance with clause 9.4).

9.2. The Installation does not include the following (unless expressly included in the Offer):

(a) the provision of approvals, consents or permits from any person (including, but without limitation, any approval, consent or permit which you are required to obtain from any local council/planning authority, the owner of the Premises or any body corporate under clause 6.4);

(b) rectification of an inadequate existing electrical supply;

(c) installing or upgrading a safety switch;

(d) installing or upgrading a switchboard;

(e) installing or upgrading a meter panel board;

(f) any other work that is required to ensure that, prior to installation of the System, the Premises comply with electricity standards imposed by law (see clause 7.4);

(g) work that is required where safe, convenient unhindered access for the installation is not provided;

(h) the removal of asbestos or the costs of an investigation to determine whether asbestos is present; or

(i) installation of meters to record exported electricity which are the property of the local services provider.

9.3. Origin (or the Installation Subcontractor) will have no obligation to carry out any of the work that is excluded from the Installation. Origin is not liable to you in respect of any loss you suffer as a result of or in connection with your reliance on any approvals, consents, permits or reports you obtain from third parties under clause 9.2.

9.4. After installation of the System, the Installation Subcontractor will:

(a) test and commission the System onsite to confirm that it is compliant with manufacturer's specifications;

(b) provide a certificate of electrical safety (or equivalent) which certifies that the System has been installed to the requirements of Australian Standards and relevant laws; and

(c) instruct your Authorised Representative about the basic operation of the System.

10. Government Rebates and Environmental Rights

10.1. You may be entitled to receive a grant, rebate or other benefit from the Commonwealth or State Government or create environmental rights (including

small scale technology certificates) as a result of the purchase or installation of the System purchased. We do not warrant that you will necessarily receive that grant, rebate, other benefit or be entitled to create the environmental rights.

10.2. If the Amount Payable incorporates a cash reduction off the Contract Price on the basis that we will receive payment of the grant, rebate or other benefit, you authorise us to apply for that grant, rebate or other benefit in your name and to receive payment of that grant, rebate or benefit on your behalf. You agree to sign whatever documents we may reasonably require, and to take whatever other action we may reasonably require, in order to obtain payment of that grant, rebate or other benefit.

10.3. If we do not receive the payment of that grant, rebate or benefit incorporated in the Amount Payable (excluding the assignment of any environmental rights), for any reason whatsoever, you must pay the difference between the Amount Payable and Contract Price within 21 days of us notifying you of the additional amount being payable.

10.4. You acknowledge that, in certain circumstances, the Commonwealth or State Government may require you to repay the grant, rebate or other benefit. We will have no responsibility to you in the event that you are required to repay the grant, rebate or other benefit.

10.5. If the Amount Payable incorporates a cash reduction on the Contract Price on the basis that you assign any environmental rights you are eligible to create to us, the Amount Payable is conditional on you assigning to us your rights to create environmental rights by completing the "Assignment Form" provided by us. We may cancel this Contract if you do not complete this form.

11. Termination

11.1. Either party may terminate the Contract before the System has been installed if the other party breaches the terms of the Contract.

11.2. If prior to the day of Installation:

(a) you are advised that additional services or items that are not included in the Installation are required or are likely to be required to complete the Installation of your System; and

(b) these will incur additional fees and charges payable by you,

then either:

(c) you may terminate the Contract within 7 days of being so advised, provided that you do so prior to the day of Installation. Where you do so, we will refund you the amount you have paid towards the Amount Payable (if any); or

(d) we may terminate the Contract where the additional services or items have not been undertaken or supplied prior to the time for Installation of the System.

11.3. If on the day of Installation:

(a) you are advised that additional services or items that are not included in the Installation are required to complete the Installation of your System; and

(b) these will incur additional fees and charges payable by you; and

(c) we did not inform you of these additional services or items at the time or after we conducted the pre-installation site inspection (but before the day of Installation),

then either:

(d) you can agree to accept those additional fees and charges and proceed with the Installation; or

(e) you can choose not to agree to the additional fees and charges, in which case we may terminate the Contract.

11.4. If you choose to terminate the Contract (in the circumstances permitted by the preceding paragraphs), you must notify us and the Installation Subcontractor of your decision to terminate the Contract by telephone or in writing.

11.5. If we or the Installation Subcontractor believes the Installation of your System is unsafe or is unsuitable for your premises, we may terminate the Contract and we will refund you the amount you have paid towards the Amount Payable (if any) as at the date of termination in order for the cancellation to take effect.

11.6. A right to terminate this Contract is additional to any other right, power or remedy a party might have.

12. Failure to Pay

12.1. If you fail to pay any amount that is due and payable under this Contract, we will be entitled to Interest on the unpaid amount from the due date until the date it is paid.

12.2. You will also have to pay us any reasonable costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

13. Installation Subcontractor

13.1. The Installation Subcontractor will be suitably qualified and experienced and will be duly licensed or registered.

13.2. Subject at all times to clause 15.2, if the Installation Contractor causes any damage to your property during the installation of the System at your Premises, we will enter into a contract with an appropriately qualified third party to repair that damage, provided that you notify us of the damage as soon as possible and no later than 3 months after installation of that System.

14. No Guarantee of Performance

14.1. The performance of a System is subject to a number of variable factors, including, but not limited to the number of hours of sunlight, cloud cover and weather patterns, the location of the System and the location of the surrounding structures and flora.

14.2. We may provide you with an estimate about the performance of the System prior to entering this Contract but this will be based on generic forecasting tools available to us at the time relating to factors as described in, but not limited to, clause 14.1.

14.3. Except to the extent required by law, we do not guarantee the performance of, and will accept no responsibility in the event that the performance of any System is lower than anticipated.

15. Indemnities, Liability and Exclusion of Warranties

15.1. You indemnify us against any claim, or from any loss or damage we incur or suffer, in connection with or arising from this Contract relating to:

(a) your breach of this Contract; and

(b) your negligence,

to the extent that you cause or contribute to our loss or damage.

15.2. To the extent permitted by law, the total liability (however caused) of either party to the other and their related bodies corporate for all claims (whether in contract, warranty, tort (including negligence or otherwise)) arising out of or in connection with this Contract will not exceed the Contract Price.

15.3. Neither party is liable to, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Contract.

15.4. Each party must do all things reasonably necessary to mitigate any loss or damage under this Contract.

15.5. To the extent permitted by law, the only warranties or guarantees that apply to this Contract are those that are expressly set out in this Contract and any statutory guarantees that may apply under consumer protection laws. To the extent permitted by law, our liability in respect of any warranties or guarantees that apply to this Contract is limited, to the extent that it is fair and reasonable and at our discretion, to:

(a) supplying and making available a replacement of the System with an equivalent system or unit and enter into a contract with an Installation Subcontractor to install the equivalent system or unit;

(b) entering into a contract with an appropriately qualified person to undertake repairs of the System;

(c) payment of the cost of replacing the System with an equivalent system or unit; or

(d) payment of the cost of having the System repaired.

16. GST

16.1. In this clause, all terms that are defined in the GST law have the same meaning in this clause.

16.2. The supplier will add the prevailing rate of GST onto the consideration for any taxable supplies made in connection with this Contract, and the recipient agrees to pay that GST following the receipt of a tax invoice from the supplier.

16.3. The GST applicable to any taxable supplies made in connection with this Contract is payable at the same time as the consideration for those supplies.

16.4. Where a party reimburses the other party for an expense or other amount, the reimbursement will be net of any input tax credit the supplier is entitled to claim.

17. Information, Privacy and Marketing

17.1. We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required by law and in order to provide you with energy and related products and services. We may disclose this information to:

- our agents and contractors (such as Installation Subcontractor, Approved Third Party Financier, mail houses, data processors and debt collectors);
- relevant Government authorities;
- your distributor; and
- other energy retailers,

for these purposes and more broadly in connection with this Contract.

We may disclose this information this information to our related bodies corporate for any reason.

We may also disclose your information to and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

17.2. If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

17.3. Our detailed privacy and credit reporting statements are available at www.originenergy.com.au/privacy. Our credit reporting statement explains how we disclose credit information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your credit information. Please contact us to request a paper copy.

17.4. From time to time we'll let you know about our products and offers, even after this Contract ends. If at any time you decide you don't want to receive these offers, let us know. You can do so by calling us or writing to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We'll keep providing you with these offers until you tell us otherwise.

18. Credit assessments

18.1. You consent to us conducting a credit assessment of you as part of determining whether or not we will supply and make available the System to you.

19. Variations

19.1. The Installation Subcontractor will not undertake any Variation to the Installation except where the Variation has been documented and signed and agreed to by your Authorised Representative and us (or the Installation Subcontractor). References in this Contract to the Contract Price or to the Amount Payable are references to the Contract Price and the Amount Payable as varied in accordance with the Variation Document.

20. Nature of Contract

20.1. This Contract is a contract for sale of the relevant System only just before it has been installed by the Installation Subcontractor at the Premises and to install a System and connect it to the electricity grid.

21. Force Majeure

21.1. A party will be excused for any non-performance of its obligations under this Contract (other than the obligation to pay money) during the time and to the extent that Force Majeure prevents the party doing so.

21.2. A party must:

(a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and

(b) give the other party prompt notice of the Force Majeure including details of its expected duration.

22. Miscellaneous

22.1. This Contract sets out the entire agreement between you and us. To the extent permitted by law, all implied terms are excluded.

22.2. In this Contract, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

22.3. This Contract is governed by the laws of the State in which the Premises is located (as specified in the Details Section).

23. Definitions

Amount Payable is the amount specified in the Details Section, subject to adjustment as described in clause 4.2 and clause 10.

Approved Third Party Financier means a third party credit provider to whom we may, with your consent, provide your contact details so that they may contact you in order to arrange financing for the Installation of the System.

Authorised Representative means the natural person authorised by you to agree to a Variation and be present on the day of Installation to sign the Installation report upon Practical Completion.

Contract means this contract, which comprises the Details Section, the Offer and the Contract Terms (including any Appendices).

Contract Price is the amount specified in the Details Section and is the price for the Installation of the System before any cash reduction we offer you based on any grant, rebate, environmental right or other benefit which may be applicable (as further described in clause 10).

Details Section means the document entitled 'Customer Contract Details Section' and should be read as the first page of this Contract.

Distribution Application Fee means the fee that a distributor may charge in order to determine whether or not the System can be connected to the distribution network.

Excluded Loss means

(a) loss of contract, profit, revenue or anticipated savings;

(b) loss of, or damage to, reputation, credit rating or goodwill;

(c) loss or denial of an opportunity;

(d) loss of access to markets;

(e) overheads and wasted expenditure;

(f) financial costs;

(g) special, incidental or punitive damages; or

(h) loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Contract and regardless of whether a claim for the same is made under this Contract, law, tort, negligence, strict liability, under an indemnity or warranty, in equity or otherwise.

Force Majeure means, with respect to an obligation of a party under this Contract, any event or circumstance

that:

(a) occurs on or after the commencement of this Contract and is not within the reasonable control of that party;

(b) could not be prevented, overcome or remedied by the exercise of due diligence and good industry practice by that party; and

(c) results in that party being unable to meet or perform that obligation, or delays its ability to do so,

and includes any event or circumstance in connection with a pandemic declared by the World Health Organisation or an Australian government, despite the pandemic itself having commenced prior to the commencement of the Contract as long as it meets the criteria in paragraphs (a)-(c) other than in respect of the timing of the event or circumstance.

Installation means the installation of the System at the Premises in accordance with this Contract and the Standard Installation Conditions.

Installation Subcontractor means an appropriately licensed and suitably qualified and experienced third party who will undertake the Installation pursuant to a subcontract with us.

Interest means the rate of interest on any day which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated “BBSY” plus 2%, calculated daily, and at our discretion, compounded monthly.

Metering Charges means any amounts that a Meter Service Provider charges us for metering-related goods or services provided at your Supply Address and which are not already incorporated into the supply charges or energy usage charges, including a disconnection fee, connection fee, meter work fees and meter reading fees. You can find out more at originenergy.com.au/additionalcharges.

Origin, we, our or us means:

(a) if the Supply Address is in Queensland: Origin Energy TM Pty Ltd (ABN 49 108 327 760), of Level 45, Australia Square 264-267 George Street, Sydney, New South Wales, 2000; and

(b) if the Supply Address is in Victoria, South Australia, ACT, NSW, Western Australia or Northern Territory: Origin Energy Electricity Limited (ABN 33 071 052 287) of Level 45, Australia Square 264-267 George Street, Sydney, New South Wales, 2000.

Offer means is the written offer or quotation we send to you.

Personal Information has the meaning in the *Privacy Act 1988 (Cth).*

Practical Completion means the stage where the Installation has been completed in accordance with this contract and all relevant statutory requirements, either without any omissions or defects or apart from minor omissions or defects.

Premises means the commercial property located at the address specified as the Address of Customer in the Details Section.

System means the unit or system specified in the Offer which is to be, or has been installed, at the Premises pursuant to this Contract.

Variation means either an addition of work to the Installation or an omission from the Installation.

You (or 'your') means the person named as the Customer in the Details Section and includes a person authorised by you unless otherwise specified in this Contract.