Customer Contract

Introduction

Dear Customer

This customer contract is important. Please read it carefully. When you purchase a System from us, you agree to the terms of this Contract.

Your Contract with us will consist of:

- these Contract Terms;
- the Details Section;
- the Installation and System Ready Brochure (included with these Contract Terms if applicable to your purchase);
- the Installation Conditions (included with these Contract Terms if applicable to your purchase); and
- the Important Documents referred to in the Details Section and set out on our website.

The 'Details Section' referred to in this Contract should be read as the first page to this Contract.

A confirmation email will be sent to the email address you have provided to us, together with a copy of your Contract.

Contract Terms

1. Definitions

1.1. Clause 25 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 and monitoring services

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 Installation Address.

2.3. We will only sell any System to you immediately before Installation by the Installation Contractor at your Installation Address. Prior to that time, we will have no obligation under the Contract to sell any System to you.

2.4. Where your System has the technical capability for us to access it remotely, you authorize us to remotely access your System in order to collect data in connection with your use of the System and use it for our business purposes, monitor performance of the System, provide remote diagnostic support, provide alerts to you, upgrade software in the System and provide other services from time to time.

3. Time for Installation

3.1. The Installation Subcontractor will begin to carry out the Installation on the Starting Date. The Starting Date is to be decided by agreement between the Customer and Origin (or our Installation Subcontractor). The Installation Subcontractor will ensure that the Installation starts as soon as it is reasonably possible for it to be started.

3.2. The following allowances for delays will apply: 1 day allowance for weather and 2 days for non-working days

3.3. Subject to clause 3.4, the Installation Subcontractor will complete the Installation by the Finishing Date.

3.4. To the extent permitted by law, the Installation Subcontractor is entitled to a reasonable extension of time where or 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, and 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 we receive the grant, rebate or other benefit referred to in clause 11 and we are entitled to keep the grant rebate or other benefit for our self (or if the benefit is based upon an assignment of environmental rights to us (or another person as directed by us) even if we (or that other person) do 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, we 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 will have to pay:

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

(b) subject to clause 12, any additional fees and charges associated with your Installation that the Installation Subcontractor advises you of prior to Installation, either during a pre-installation site inspection (if one is conducted) or on the day of your Installation (if a pre-installation site inspection is not conducted). It is impossible for the Installation Subcontractor to determine what these fees and charges are (if any) until the Installation Subcontractor inspects your Installation Address.

4.4. If you are paying under a Payment Plan, you must pay the Amount Payable and Additional Fees as described in clause 6.

4.5. If you are not paying under a Payment Plan, you must pay the Amount Payable and Additional Fees by one of two means as described in clause 5.

5. Payment other than by Payment Plan

5.1. In addition to our Payment Plan, you may pay for the System in one of two ways:

(a) directly to us in accordance with clause 5.2; or

(b) via a financing arrangement with an Approved Third Party Financier in accordance with clause 5.3.

5.2. If you elect to pay us directly:

(a) if applicable, a Deposit is due and payable upon your acceptance of this contract over the telephone or online. We (or our nominee) will debit your credit card or, if applicable, present your cheque and hold the Deposit on and subject to the terms set out in this Contract;

(b) the Deposit is non-refundable after the expiry of any applicable Cooling Off Right period, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 12.4;

(c) you authorise us (or our nominee) to apply any applicable Deposit payable on a System, in or towards payment of the Amount Payable for that System when the Installation has reached Practical Completion;

(d) the remaining outstanding part of the Amount Payable and the Additional Fees are due and payable 14 days after Practical Completion. This amount must be paid by credit card or any other payment method approved by us; and

(e) if applicable, a Cancellation Fee may apply if you terminate this Contract after the expiry of any applicable Cooling Off Right period and after a pre-installation inspection has occurred, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 12.4.

5.3. If available and you elect to pay us for the System via an Approved Third Party Financier:

(a) you do not need to pay a Deposit on the System;

(b) 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;

(c) the Approved Third Party Financier will provide us with written confirmation if it approves your application for finance;

(d) if approved under clause 5.3(c), we will proceed with the Installation of the System and instruct the Approved Third Party Financier to pay us the Amount Payable and Additional Fees on your behalf the day the Installation has reached Practical Completion;

(e) if the Approved Third Party Financier does not approve your application for finance, we will notify you and you may elect to pay for the System in accordance with clause 5.2 or you may terminate this Contract; and

(f) a Cancellation Fee applies, if you terminate this Contract after the expiry of any applicable Cooling Off Right period and after a pre-installation inspection has occurred, unless this Contract is terminated because we change the Contract Price

prior to Installation or in accordance with clause 12.4.

6. Payment Plan

6.1. You may apply to pay the Amount Payable under a Payment Plan. We may refuse your application at our absolute discretion, including if you do not meet our credit requirements. If we refuse your application, we will notify you of this as soon as practicable, refund any amount paid by you towards the Amount Payable and this Contract will be cancelled immediately.

6.2. If we accept your application to pay under a Payment Plan, you must:

(a) pay us the applicable Deposit as set out in clause 5.2(a); and

(b) pay the remaining balance and the Additional Fees in equal monthly instalments (as set out in the Details Section) via an accepted payment method (as set out in clause 6.3) over the period specified in the Details Section, commencing the month after the Installation has reached Practical Completion. The monthly instalment will be due on the 8th day of each month.

(c) if applicable, a Cancellation Fee may apply if you terminate this Contract after the expiry of any applicable Cooling Off Right period and after a pre-installation inspection has occurred, unless this Contract is terminated because we change the Contract Price prior to Installation or in accordance with clause 12.4.

6.3. Unless we agree otherwise, the only accepted payment method is by credit card via a direct debit agreement. If the direct debit agreement is cancelled for any reason before you have paid the Amount Payable and additional fees in full you must arrange for immediate payment of the outstanding Amount Payable and additional fees balance, via a bank cheque or other payment method agreed to by us.

7. Authority to Install

7.1. You authorise the Installation Subcontractor to install the System which you have selected, at the Installation Address.

7.2. If you have selected a solar electricity system, then 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).

7.3. You warrant and represent that:

(a) you are the owner of the Installation Address;

(b) you have obtained all consents and approvals required for the Installation Subcontractor to install the System at the Installation Address, including from the owner; and

(c) the roof of the property at the Installation Address is structurally sound to accommodate the load of the System, including the base and frame (you may need to obtain a structural engineering report to make this warranty and representation).

7.4. You must ensure that the Installation Subcontractor has sufficient access to the Installation Address, at whatever times they may reasonably require, in order to install the System.

7.5. 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.

8. Access to the Installation Address

8.1. You must provide the Installation Subcontractor with sufficient access to the Installation Address for the purposes of performing the Installation.

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

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

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

9. Ownership and Risk

9.1. 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 Installation Address; and

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

9.2. Risk in the System will pass to you when that System is installed at the Installation Address.

10. Government Rebates and Environmental Rights

10.1. This clause 10 will apply if you purchase Removal Services or Removal Services and Disposal Services.

10.2. The Removal Services comprises the removal of your existing solar system in order to install the new System you have acquired from Origin.

10.3. The Disposal Services include the disposal of all or part of the system components which are removed as part of the Removal Services.

10.4. We will only provide Removal Services and Disposal Services in conjunction with the purchase of a System (which has the same number, or more, panels, than your existing solar system) from us which is to be installed at the same Installation Address.

10.5. We will only provide Disposal Services to dispose of your existing solar system which we removed when performing the Removal Services.

10.6. We advised you of the cost of the Removal Services or Removal Services and Disposal Services when you agreed to purchase your System and these services, and our Origin sales representative will have given you details of the specific prices that apply to these services. The total fees for the Removal Services or Removal Services and Disposal Services have been included as a component of the Contract Price which is set out in the "Your Amount Payable" section of the Order Confirmation.

10.7. Removal Services and Disposal Services will be performed by us or by one of our contractors.

10.8. Unless otherwise advised by us, Removal Services and Disposal Services will be performed on the same date as the installation of your Solar System.

10.9. We will perform the Removal Services and Disposal Services in a safe and careful manner. You acknowledge that the removal of your solar system requires some destructive processes and therefore some or all of the parts of your solar system may be damaged or destroyed during that process, potentially making those parts unusable and/or unsafe.

10.10. You grant us and our agents and contractors a non-exclusive licence to access your Installation Address for the purposes of performing the Removal Services and Disposal Services.

10.11. If we perform Removal Services we will leave the Installation Address in a safe and functional condition (taking into account fair wear and tear). This however does not include repairing any holes, cracks and leaks in the roof or any walls caused by the removal of your solar system.

10.12. If you elect to obtain Disposal Services from us, you authorise us to remove the Removed Components from the Installation Address and to dispose of those parts at our discretion.

10.13. If you elect to keep the Removed Components after they have been removed by us, you:

(a) must provide a sufficiently sized, readily accessible and safe storage location on site at your Installation Address for us to place all of the Removed Components so that they are not a hazard to any person, and if in our opinion no location at the Installation Address is suitable for storage of the Removed Components we may refuse to provide Removal Services unless we also provide Disposal Services;

(b) acknowledge that we make no representation or accept any liability in relation to any damage which may have occurred to any part of your solar system in the process of it being removed by us; and

(c) acknowledge that the small scale technology certificates (STCs) have already been claimed in respect of the Removed Components and accordingly that no further STCs may be claimed in relation to all or part of the Removed Components, and that you will not represent to any person that STCs remain claimable in relation to the Removed Components and must ensure that you do not seek to claim, and where reasonably practicable, ensure that no other person seeks to claim, any STCs in relation to any Removed Component.

10.14. You acknowledge that unless we provide Disposal Services, any reuse by you or any other person of any Removed Components is entirely at your risk and you release and

indemnify us against any loss or damage (including any personal injury) incurred or suffered by you or any person in connection with or arising from the reuse of any Removed Components.

11. Government Rebates and Environmental Rights

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

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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 (or another person as directed by us), the Amount Payable is conditional on you assigning your rights to create environmental rights as we direct, by completing the 'Assignment Form' provided by us. We may cancel this Contract if you do not complete this form.

12. Termination

12.1. Either party may terminate the Contract if the other party breaches the terms of the Contract.

12.2. If you terminate this Contract under clause 12.2, then unless any of the situations set out in clause 12.3 apply, we are entitled to receive a reasonable amount for the contracted services provided up until the time this Contract was terminated. The amount will not exceed the amount Origin would have been entitled to receive under this Contract. Origin's rights under this clause are subject to any contrary provisions in the Applicable Domestic Building Legislation.

12.3. The following are the situations in which you will be entitled to terminate this Contract without being required to pay a Cancellation Fee and to receive a full refund of the amount you have paid towards the Amount Payable:

If:

(a) If you are advised either during the pre-installation site inspection (if one is conducted) or on the day of Installation (if no pre-installation site inspection is conducted) that Additional Fees are payable in order to install your System;

(b) the System that Origin install is significantly different to the System specified in the final details or design provided to you and agreed by you prior to completion of the Installation;

(c) Origin has agreed to provide a site specific full System design and performance estimate to you relating to the System, and Origin failed to provide that estimate to you prior to expiration of the Cooling Off Period, and you did not agree to that estimate when you did receive it;

(d) the Estimated Timeframe for Installation is not honoured by Origin resulting in a delay of at least 90 days, for reasons that are reasonably within Origin's control, and you have not agreed to a Revision of that timeframe; or

(e) Origin has agreed to obtain grid connection of the System on your behalf prior to Installation, and your distributor subsequently refuses to provide approval to connect the System to the grid unless you have expressly agreed with Origin to proceed with Installation without confirmation from the distributor that it will

approve connection of the System to the grid.

12.4. If you choose to terminate the Contract, you must notify us and the Installation Subcontractor of your decision to terminate the Contract, by telephone;

(a) where termination is under clause 12.3(a),(c) or (d), before the Installation of that System has commenced;

(b) where termination is under clause 12.3(b)or (e), as soon as possible after the Installation of the System:

- in order for cancellation to effect.

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

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

13. Failure to Pay

13.1. Except where you are paying under a Payment Plan, 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.

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

14. Statutory Warranties

14.1. To the extent required by the Applicable Domestic Building Legislation, we warrant that:

(a) the work under this Contract will be carried out in an appropriate and skilful way, with reasonable care and skill and in a proper and workmanlike manner to accepted trade standards;

(b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the Relevant Criteria, and that all materials used will be new unless this Contract expressly provides otherwise;

(c) the work under this Contract will be carried out in accordance with all relevant laws and legal requirements;

(d) the work under this Contract will be carried out in accordance with any plans and specifications that form part of the Contract;

(e) any estimate of Prime Cost Items and Provisional Sums Items (as defined in the Applicable Domestic Building Legislation) has been calculated with reasonable care and skill, having regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site), and represents the reasonable cost of supplying and delivering each such item, including our margin;

(f) the work will be done with due diligence and within the time stipulated in the Contract, or if no time is stipulated, within a reasonable time; and

(g) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if you expressly make known to us or the Installation Subcontractor or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of us or the Installation Subcontractor, the particular purpose for which the work is required or the result that you desire the work to achieve, so as to show that you rely on our or the Installation Subcontractor's skill and judgment.

14.2. The warranties set out in clause 14.1 are warranties that are implied into this Contract via operation of the Applicable Domestic Building Legislation. Your rights for breach of these warranties are the same as, and not in addition to, your rights for breach of implied warranties under the Applicable Domestic Building Legislation.

14.3. Nothing in this Contract restricts or takes away the rights of a person for breach of these implied warranties.

15. Installation Subcontractor

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

15.2. If the Installation Contractor causes any damage to your property during the installation of the System at your Installation Address, we will enter into a contract with an

appropriately qualified third party to repair that damage. You must notify us of the damage within 6 months after installation of that System or such longer period as is reasonable in the circumstances for you to identify the presence of such damage.

15.3. If and when any System is installed, the Installation Subcontractor will use its best endeavours to install that System in a position that is likely to maximise the output of that System.

16. System Operation and Performance

16.1. We warrant that the System:

(a) will operate as expected; and

(b) is capable of meeting the performance output, of a system the size, and with the capacity, of the System for a period of 5 years from the date of completion of the installation.

16.2. For solar electricity, the actual performance of a System is subject to a number of variables including, but not limited to the number of hours of sunlight, cloud cover and weather patterns; ambient temperature; dirt and other surface pollutants; the location of the System, tilt and orientation; and the location of surrounding structures and flora. The impact of these factors may be taken into account in determining our responsibility if the performance of the System is lower than anticipated by you.

16.3. Where there are shading obstructions that may affect maximum performance of a System (such as surrounding structures and flora), we will advise you of any potential associated reduction in the operation and performance of your System.

17. Other warranties and Liability

17.1. Origin will provide a 5 year warranty on workmanship and the products forming part of the Solar Systems from the date of completion of the Installation (unless the workmanship relates to the installation of a switchboard, in which case the period will be 1 year from the date of installation of the switchboard). Additional manufacturer warranties may also apply on the products forming part of the Solar System.

17.2. Our warranty above is in addition to consumer guarantees which apply under the Australian Consumer Law and Applicable Domestic Building Legislation.

17.3. The warranties set out in this Contract, any manufacturer's warranty and the consumer guarantees which apply under the Australian Consumer Law will be the only warranty or guarantee in relation to this Contract. Unless prohibited by law (including section 64A of Schedule 2 to the Competition and Consumer Act 2010 (Cth)) our liability under this Contract is limited, to the extent that it is fair and reasonable, to:

(a) supply and make 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) enter 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.

17.4. We will not be responsible for any loss or damage to your property or for any faults or defects in the System due to misuse or damage caused by you or a third party, or if the System fails to operate due to any of the following:

(a) improper use of the System;

(b) failure to comply with manufacturer instructions;

(c) work on the System (including modifying, moving or relocating any part of the system, even if temporary) performed by someone who is not appropriately trained or qualified;

(d) your failure to adhere to maintenance requirements set out in the Welcome Pack provided to you by Installation Subcontractor on the day of installation;

(e) failure by you to maintain the site to ensure that there is no obstruction to the operation of the System;

(f) any act, omission, misuse, abuse, or damage (whether wilful, accidental or negligent) caused by you or a third party;

(g) flooding or water damage;

(h) any extreme weather (eg lightening, floods) or changes at your property/site ((pest damage, corrosion, land or building movement);

(i) interference from other devices;

(j) events outside of design range caused by the distributor or network operator; or

(k) a failure to promptly notify Origin of any defects. You need to regularly check your system is working properly.

18. CEC Solar retailer Code of Conduct

18.1. Origin must comply with the Solar Retailer Code of Conduct as published by the Clean Energy Council.

19. GST

19.1. The Contract Price is stated inclusive of GST.

20. Information, Privacy and Marketing

20.1. 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:

(a) our agents and contractors (such as Installation Subcontractor, Approved Third Party Financier, mail houses, data processors and debt collectors);

(b) relevant Government authorities;

(c) your distributor; and

(d) other energy retailers,

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

20.2. You acknowledge that third party hardware will be installed as part of the installation of your System. You consent to us collecting data from these third parties in order to contact you with information regarding Origin products and services relevant to this data collection. This data collected from third parties could include, but is not limited to, generation, export, consumption, import, charging, discharging and event information regarding your System.

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

20.4. 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.

20.5. 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).

20.6. 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.

20.7. 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.

21. Credit assessment

21.1. You consent to us conducting a credit assessment of you as part of determining whether or not we will provide our products and services to you.

22. Variations

22.1. The Installation Subcontractor will not undertake any Variation to the Installation except where a Variation Document has been signed and agreed to by you and us (or the Installation Subcontractor) in accordance with the Applicable Domestic Building Legislation. 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.

23. Nature of Contract

23.1. This Contract is a contract for sale of the relevant System only just before it is installed by the Installation Subcontractor at the Installation Address. It is not a contract to install a System or connect a solar electricity system to the electricity grid.

23.2. Nothing in this Contract obliges or otherwise requires us to carry out residential building work, specialist building work or any work in relation to a building within the meaning of the Building Act 2004 (ACT).

23.3. Nothing in this Contract obliges or requires us to carry out, or to arrange or manage the carrying out of, any domestic building work

within the meaning of the Domestic Building Contracts Act 1995 (Vic).

24. Miscellaneous

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

24.2. 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.

24.3. This Contract is governed by the laws of the State in which the Installation Address is located (as specified in the Details Section).

25. Definitions

Additional Fees means the amounts described in clause 4.3.

Additional Equipment is defined in the Installation and System Ready Brochure.

Agreement Price for the purposes of clause 19 (GST) only, means the consideration to be provided under this Contract (other than under clause 19)

Amount Payable is the amount specified in the Details Section, subject to adjustment as described in clause 4.2 and clause 11 of these Contract Terms.

Applicable Domestic Building Legislation means the Domestic Building Contracts Act 2000 (Qld), the Building Work Contracts Act 1995 (SA), the Home Building Act 1989 (NSW) and the Housing Indemnity Act 1992 (Tas) and any regulations made under these acts.

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.

Cancellation Fee means the cancellation fee specified in the Details Section (if any).

Commencement Date has the meaning given in the introduction.

Contract means this contract, which comprises the Details Section, the Contract Terms, the Installation and System Ready Brochure (if applicable), the Installation Conditions (if applicable) and the Important Documents referred to in the Details Section and set out on our website.

Contract Price is the amount specified in the Details Section and is the price for the Installation of the System and Removal Services and Disposal Services (where applicable) 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 11).

Contract Terms means this document.

Cooling Off Right means your right to withdraw from this Contract under:

(a) section 72 of the Domestic Building Contracts Act 2000 (Qld);

(b) section 7BA of the Home Building Act 1989 (NSW); or

(c) section 36 of the Building Work Contractors Act 1995 (SA);

to the extent that any of these provisions applies to this Contract.

Deposit means the amount specified as the deposit in the Details Section (if any).

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

Disposal Services means the disposal of the Removed Components but does not include the Excluded Work.

Excluded Work means removal of internal cabling, patching of walls (eg holes left from old equipment) and painting of walls.

Estimated Timeframe for Installation means the estimated timeframe for installation of the System as shown on your Details Section.

Finishing Date means the date, if any, stated in the Details Section as the date the Installation is to finish.

Home Product means any System which is not a solar PV system.

Installation means the installation of the System at the Installation Address.

Installation Address means the property specified as the Installation Address in your Details Section where the System will be installed.

Installation and System Ready Brochure is the brochure forming part of this Contract if this Contract is for the purchase of a solar PV system and available on our website

Installation Conditions means the document titled “Installations Conditions” forming part of this Contract if this Contract is for the purchase of a Home Product.

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.

Origin, we, our or us means:

(a) if the Installation 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; or

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

Payment Plan means the payment of the Amount Payable in accordance with clause 6.2 of these Contract Terms.

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.

Relevant Criteria for materials means:

(a) generally accepted practices or standards applied in the building industry for the materials; or

(b) specifications, instructions or recommendations of the manufacturers or suppliers of the materials.

Removal Services means services provided by us to you to remove only the roof mounted components of your existing solar system prior to the installation by us of the System and includes:

(a) removal of the photovoltaic array including support brackets and frames;

(b) removal of any external cabling within the immediate vicinity of the photovoltaic array, and sealing of any conduit which is left exposed after removal;

(c) removal of the inverter and isolators; and

(d) where we are not also providing the Disposal Services, the placement of the Removed Components in a designated safe area at your Installation Address,

but does not include the Excluded Work.

System Ready is defined in the Installation and System Ready Brochure.

Starting Date means the date to be decided by agreement between the Customer and Origin (or its subcontracted installer) unless otherwise stated in the Details Section as the date the Installation is to start.

Stated Completion Period is 5 days from the Starting Date unless otherwise stated in the Details Section as the number of days that will be required to finish the Installation once it has started.

System means the unit or system specified in the Details Section which is to be, or has been installed, at the Installation Address pursuant to this Contract.

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

Variation Document, if the Installation Address is in Queensland, has the meaning prescribed in Schedule 2 of the Domestic Building Contracts Act 2000 (Qld) containing the formal requirements required pursuant to section 80 of the Act. If the Installation Address is not in Queensland the variation document is a document setting out the details of the Variation. This document can be found at https://www.originenergy.com.au/for-home/solar/about-solar/brochures-and-information.html.

You (or 'your') means the person named as the Customer in the Details Section and includes a person authorised by you

For more information visit originenergy.com.au or call 1300 791 468.