



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

## **RENEW ENERGY ABN 86 165 561 786**

### **SALES AND SERVICE TERMS AND CONDITIONS**

These Sales and Service Terms and Conditions (the **Terms**), together with any Invoice (defined in clause 1), set out the agreement (this '**Agreement**') under the terms of which Renew Energy ABN 86 165 561 786 ('**Renew Energy**') provides goods and/or services to you or the company which you represent (the '**Client**').

#### **PART A: GENERAL TERMS AND CONDITIONS**

##### **1. INVOICE, THIS AGREEMENT**

- (a) These Terms will apply to all the Client's dealings with Renew Energy, including being incorporated in all agreements, quotations or orders under which Renew Energy is to provide goods and/or services to the Client (each an '**Invoice**') together with any additional terms included in such Invoice (provided such additional terms are recorded in writing).
- (b) The Client will be taken to have accepted this Agreement if the Client accepts an Invoice, or if the Client orders, accepts or pays for any goods and/or services provided by Renew Energy after receiving or becoming aware of this Agreement or these Terms.
- (c) In the event of any inconsistency between these Terms and any Invoice, the clauses of these Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in an Invoice) will prevail over these Terms to the extent of any inconsistency.

##### **2. CLIENT OBLIGATIONS**

###### **2.1 PROVIDE INFORMATION AND LIAISON**

- (a) The Client must provide Renew Energy with all documentation, information and assistance reasonably required for Renew Energy to provide the goods and/or services.
- (b) The Client agrees to liaise with Renew Energy as Renew Energy reasonably requests for the purpose of enabling Renew Energy to provide the goods and/or services.

##### **3. PAYMENT**

###### **3.1 FEES**

The Client must pay to Renew Energy fees in the amounts and at the times set out in the Invoice or as otherwise agreed in writing.

###### **3.2 DEPOSIT**

Unless otherwise agreed in writing, Renew Energy requires a \$1,500.00 deposit upon the placement of an order for goods.

###### **3.3 TIME FOR PAYMENT**

Unless otherwise agreed in writing:

- (a) if Renew Energy issues an invoice to the Client, payment must be made by the time(s) specified in such invoice;



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

- (b) Any call-out fees will need to be paid by the Client in advance of the goods and/or services being provided by Renew Energy; and
- (c) in all other circumstances, the Client must pay for all goods and/or services within one (1) Business Day of Installation or provision of services.

### 3.4 PAYMENT METHOD

The Client must pay fees using the fee payment method specified in the Invoice or, for call-out fees, on Renew Energy's website.

### 3.5 EXPENSES

Unless otherwise agreed in writing, the Client will bear:

- (a) all travel, accommodation, media and related expenses reasonably incurred by Renew Energy in connection with an Invoice;
- (b) any third-party costs incurred by Renew Energy in the course of providing the goods and/or services may be billed to the Client, unless specifically otherwise provided for in the Invoice; and
- (c) all costs associated with obtaining Government Approvals.

Under this clause, travel fees will be charged for all travel outside of a 70km radius of Perth at [2.50 P/KM].

### 3.6 GST

Unless otherwise indicated, amounts stated in an Invoice include GST.

### 3.7 CARD SURCHARGES

Renew Energy reserves the right to charge the Client reasonable credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

## 4. PRICING

- (a) The Client acknowledges that despite Renew Energy's reasonable precautions, goods may be listed at an incorrect price, or with incorrect availability and/or other information, due to typographical errors and/or oversight. In such circumstances, Renew Energy reserves the right to substitute the goods with a comparative product, if agreed by the Client or cancel an Invoice, even if the Invoice has been paid for and previously accepted by Renew Energy.
- (b) If Renew Energy cancels an Invoice in accordance with clause 4(a), Renew Energy will, as soon as practicable, contact the Client and issue a refund for any payment the Client has made for the cancelled order.
- (c) Renew Energy will endeavour to make any refund under this clause using the same payment method as the payment method used by the Client during the original purchase, however may vary this method at its discretion.
- (d) All prices do not include the cost of financing, unless expressly stated otherwise. Renew Energy may adjust the prices, if financing applies.

## 5. INTEREST FREE FINANCE

- (a) Renew Energy offers the Clients an interest-free financing option through third-party finance providers approved by Renew Energy only (**Interest Free Option**).
- (b) If the Client chooses to purchase any goods and/or services using the Interest Free Option, the Client will be required to enter into a separate loan contract with the



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

third-party finance provider (**Loan Contract**), subject to the third-party finance provider's approval.

- (c) Renew Energy will not be a party to the Loan Contract and will not be held liable for any claims arising under or in connection with the Loan Contract.
- (d) The Interest Free Option will be subject to approval from any third-party finance provider and from Renew Energy.
- (e) All pricing under the Interest Free Option does not include the cost of financing, unless expressly stated otherwise.

## 6. CHANGES

- (a) The Client must pay additional service fees for changes to the goods and/or services requested by the Client which are outside the scope set out in the relevant Invoice (**Changes**).
- (b) Unless otherwise agreed in writing, Renew Energy may at its discretion extend or modify any delivery schedule or deadlines for the goods and/or services as may be reasonably required by such Changes.

## 7. ACCREDITATIONS

Unless otherwise agreed in writing:

- (a) all displays or publications of any deliverables provided to the Client as part of an Invoice (**Deliverables**) must, if requested by Renew Energy, bear an accreditation and/or a copyright notice including Renew Energy's name in the form, size and location as directed by Renew Energy; and
- (b) Renew Energy retains the right to describe the goods and/or services and reproduce, publish and display the Deliverables in Renew Energy's portfolios and websites for the purposes of recognition or professional advancement, and to be credited with authorship of the goods and/or services and Deliverables in connection with such uses.

## 8. THIRD PARTY GOODS AND SERVICES

- (a) Any Invoice that requires Renew Energy to acquire goods and/or services supplied by a third party on behalf of the Client may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) The Client agrees to any Third Party Terms applicable to any goods and/or services supplied by a third party that the Client or Renew Energy acquires as part of the Invoice and Renew Energy will not be liable for any loss or damage suffered by the Client in connection with such Third Party Terms.

## 9. CONFIDENTIALITY

- (a) Except as contemplated by this Agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any confidential information disclosed to it by the other party without its prior written consent.
- (b) This clause 9 does not apply to:
  - (i) information which is generally available to the public (other than as a result of a breach of this Agreement or another obligation of confidence);
  - (ii) information required to be disclosed by any law; or
  - (iii) information disclosed by Renew Energy to its subcontractors, employees or agents for the purposes of performing the goods and/or services or its obligations under this Agreement.



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

## 10. WARRANTIES

- (a) Goods sold by Renew Energy will have only the benefit of any warranty given by the manufacturer and a five-year retailer's warranty on the operation of the whole of the System (**Retailer's Warranty**) the details of which are available on Renew Energy's website.
- (b) To the maximum extent permitted by applicable law, all other express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement or an Invoice are excluded.
- (c) Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, Renew Energy's liability for breach of that non-excludable condition, warranty or guarantee will, at Renew Energy's option, be limited to:
  - (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
  - (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

## 11. LIMITATION OF LIABILITY

Renew Energy's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill; and
- (b) is limited, insofar as concerns other liability, to the total money paid to Renew Energy under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

## 12. INDEMNITY

The Client indemnifies Renew Energy from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of this Agreement by the Client;
- (b) any negligent, fraudulent or criminal act or omission of the Client or its Personnel; or
- (c) any loss, damage, or personal injury suffered by any of Renew Energy's Personnel while providing services under this Agreement or on the Client's Property.

## 13. SUBCONTRACTING

Renew Energy may subcontract any aspect of providing the goods and/or services and the Client hereby consents to such subcontracting.

## 14. TERMINATION

### 14.1 TERMINATION BY THE SERVICE PROVIDER

The Service Provider may terminate this Agreement in whole or in part immediately by written notice to the Client if:

- (a) the Client is in breach of any term of this Agreement; or



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

- (b) the Client becomes subject to any form of insolvency or bankruptcy administration.

#### 14.2 TERMINATION BY THE CLIENT

The Client may terminate this Agreement in whole or in part by written notice to the Service Provider if:

- (a) if the Service Provider has committed a material breach of this Agreement and has failed to remedy the breach within 30 days after receiving written notice from the Client;
- (b) if the Service Provider consents to such termination, subject to the Client's fulfillment of any pre-conditions to such consent (for example, payment of a pro-rata portion of the agreed fees); or
- (c) the price for the goods increases by more than 5% before the Installation (however in such case, the Client will still be liable to pay for any work performed by Renew Energy to make existing electricals compliant with the Laws).

#### 14.3 EFFECT OF TERMINATION

Upon termination of this Agreement, the Client must promptly pay (at the Service Provider's request):

- (a) any payments required by the Service Provider to third party suppliers or service providers to discontinue their work;
- (b) the Service Provider's standard fees in relation to work already performed; and/or
- (c) an equitable amount by way of profit margin on the preceding items.

#### 14.4 SURVIVAL

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination.

### 15. DISPUTE RESOLUTION

- (a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.
- (b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.
- (c) The parties acknowledge that compliance with this clause 15 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:
  - (i) in the case of applications for urgent interlocutory relief; or
  - (ii) a breach by another party of this clause 15.

### 16. GENERAL

#### 16.1 GOVERNING LAW

This Agreement is governed by the law applying in Western Australia, Australia.

#### 16.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### 16.3 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

### 16.4 RELATIONSHIP

- (a) Nothing contained in this Agreement creates an agency, partnership, joint venture or employment relationship between Renew Energy and the Client or any of their respective employees, agents or contractors.
- (b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

### 16.5 AMENDMENTS

This Agreement may only be amended by a document signed by each party.

### 16.6 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### 16.7 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.

### 16.8 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

## 17. DEFINITIONS

In addition to capitalised terms defined in the Agreement Details above, capitalised terms used in this agreement will have the following meanings:

<b>Term</b>	<b>Meaning</b>
<b>Business Day</b>	means a day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Perth.
<b>Estimated Installation Date</b>	means the date on which Renew Energy estimates Installation will take place
<b>Final Installation Date</b>	has the meaning it is given in clause 20.3.
<b>Government Approvals</b>	means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, permit, authority or exemption required under the Laws, included but not limited to approvals from Synergy and Western Power.
<b>Installation</b>	means the services and works required to: (1) conduct pre-installation site inspections at the Property;



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

(2) install the System in accordance with the manufacturer's specifications;

(3) test the System to ensure that it is working in accordance with the manufacturer's specifications; and

(4) commission the System so that it is operational.

<b>GST</b>	has the meaning it is given in the <i>A New Tax System (Goods and Transitional Business Continuity Services Tax) Act 1999</i> (Cth).
<b>Laws</b>	mean any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the services are performed or received and includes any industry codes of conduct.
<b>Personnel</b>	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
<b>System</b>	means the solar photovoltaic electricity generation system and hot water system that is described in the Client's Invoice and, where applicable, eligible for STCs;



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

## **PART B: NEW SALES AND INSTALLATIONS**

### **18. GOVERNMENT AND THIRD PARTY APPROVALS**

- (a) All Installations may be subject to Government Approvals and/or third-party approvals (**Approvals**).
- (b) Renew Energy will provide reasonable assistance to the Client with obtaining Approvals for Installations, however provides no assurance that any Approvals will be obtained and will not be held liable if any Approvals are not obtained.
- (c) The Client will bear all costs associated with obtaining Approvals, including but not limited to, any renewable energy schemes applications, meter upgrades or reprogramming. Such costs will either be invoiced to the Client by Renew Energy or be charged directly by the relevant government authority or third party, including but limited to Synergy or Western Power.
- (d) The Client's obligations under this Agreement are not conditional on any Approval being obtained.
- (e) The Client acknowledges that Approvals take between 10 and 40 Business Days, depending on the technical reviews required.

### **19. DELIVERY**

- (a) For goods to be delivered, Renew Energy may charge the Client for delivery at any time (notwithstanding that it may not have previously done so).
- (b) Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by Renew Energy.

## **20. INSTALLATIONS**

### **20.1 PROPERTY OWNERSHIP**

The Client warrants that it is the sole or joint owner of the property on which the System will be installed (the **Property**). Renew Energy may require the Client to produce evidence of this prior to commencing any Installation.

### **20.2 PREPARATIONS**

Before the System can be installed, the Client must, at their own cost do the following.

- (a) Clear the access to the Property.
- (b) Ensure that the roof area at the Property is structurally sound and large enough to accommodate the panels, mounting base and frames (if any) forming part of the System.
- (c) Ensure that the electricals at the Property comply with relevant Laws and that it is safe to install the System. Where the electricals at the Property do not comply with the Laws, Renew Energy may, if agreed by the Client, bring the Property into compliance with the Laws and invoice the Client separately for this service.
- (d) Ensure that the roof area at the Property is free from vermin, including bees, wasps and spiders. If the roof area is not free from vermin, a job cancellation fee will apply and the Installation re-scheduled.
- (e) Where any part of the roof at the Property needs to be accessed during the Installation or service work and the roof is constructed from ceramic or masonry tiles, make available to Renew Energy and/or its Personnel spare tiles. Renew Energy and/or its Personnel endeavour to take every care to avoid damage to Client's roofs, however the risk that some tiles may be damaged still exists. Where the Client does not make spare tiles available, Renew Energy and/or its Personnel will attempt to seal the damaged tiles and relocate them to a section of the roof





renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

where they will be easily accessed and damage from ingress water due to damaged tiles will be limited. Renew Energy and/or its Personnel will not be liable for any damage occasioned to tiles during Installation, if spare tiles were not provided by the Client prior to Installation.

### 20.3 INSTALLATION DATES

- (a) Renew Energy will provide you with an Estimated Installation Date. This is an estimate only of when Renew Energy and/or its Personnel will be able to complete the Installation of the System.
- (b) Renew Energy will advise the Client as soon as practicable of the Final Installation Date but at least one (1) day before the Installation takes place. The Final Installation Date is the date on which Renew Energy will complete the Installation.
- (c) Renew Energy will be entitled to change the Final Installation Date by giving the Client one (1) days' notice.
- (d) If on the Final Installation Date the weather conditions are such that, in the reasonable opinion of Renew Energy, it is hazardous to complete the Installation, Renew Energy will be entitled to change the Final Installation Date without prior notice.

### 20.4 ACCESS

On the Final Installation Date, the Client must:

- (a) be present at the Property and, if reasonably requested by Renew Energy, remain there while the Installation is being carried out;
- (b) provide access to all Personnel, equipment and vehicles reasonably required to carry out the Installation; and
- (c) ensure the Personnel have access to the meter box, switchboard, the proposed location for the System's inverter and the area of the roof where the System's solar panels will be mounted.

If the Client is not at the Property on the Final Installation Date, Renew Energy will be entitled to charge the client a call-out fee.

### 20.5 LOCATION

The location of the installation of each component of the System at the Property will be agreed by the Client and Renew Energy on the Final Installation Date.

### 20.6 REMOVAL OF OBJECTS

- (a) The Client is responsible for removing any trees, plants and/or any other objects that may cast a shadow on the System's solar panels.
- (b) Where Renew Energy is providing removal services, it will not be liable for or be required to repair any damage, for example holes that are left in the place of the removed panels or inverters, that might occur during the provision of such services.

### 20.7 DAMAGE

- (a) The Client acknowledges the Installation or removal services might occasion minor damage to the Property. Where such damage occurs, Renew Energy will use its best endeavours to repair the damage however will not be liable for damage to ridge cappings, for damage arising out of any pre-existing conditions of the Property or for any dents to roofs constructed out of tin, or a similar material.
- (b) For, the avoidance of doubt, where the Client incurs costs repairing any damage to the Property occasioned during the Installation, whether by employing third parties to conduct repairs or otherwise, Renew Energy will not be liable for such costs.



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

- (c) If the Client requests that Renew Energy assist the Client with any damage issues after the Installation, Renew Energy may at its discretion agree to provide such services and, if it provides the services, will invoice the Client separately for the services. Any invoice under this subclause will include a call-out fee.

## **21. COMMUNICATIONS AND CONNECTIVITY**

- (a) The Client must ensure that there is adequate internet connectivity and signal strength at the Property.
- (b) Renew Energy will not be responsible for the following:
  - (i) setting up of online monitoring;
  - (ii) poor signal strength at the inverter resulting in no or intermittent monitoring;
  - (iii) any changes to the Client's home network, including changes to hardware and internet providers, that result in loss of monitoring;
  - (iv) any maintenance conducted by providers of monitoring systems or internet network providers that result in loss of monitoring.
- (c) If the Client requests that Renew Energy assist the Client with any online monitoring issues after the Installation, Renew Energy may at its discretion agree to provide such services and, if it provides the services, will invoice the Client separately for the services.

## **22. TITLE AND RISK**

- (a) Until the price of goods is paid in full, title in those goods is retained by Renew Energy.
- (b) Risk in the goods will pass on delivery to the Customer. Delivery may not be refused by the Customer.
- (c) If the Client does not pay for any goods on the due date for payment, the Client authorises Renew Energy, its employees and agents to enter any premises occupied by the Client or any other place where the goods are located and use reasonable force to retake possession of the goods without liability for trespass or damage.
- (d) Renew Energy may at its option keep or resell goods retaken from the Client.
- (e) If the Client sells the goods or sells items into which the goods are incorporated before payment in full to Renew Energy, the Client acknowledges that such sale is made by the Client as bailee for and on behalf of Renew Energy, to hold the proceeds of sale on trust for Renew Energy, in an account in the name of Renew Energy, and must pay that amount to Renew Energy on demand.

## **23. PRODUCT INFORMATION**

- (a) Renew Energy endeavours to ensure that the descriptions and specifications in relation to the products on its website or in catalogues are accurate. However, photographs, drawings, illustrations, weights, dimensions and any other particulars accompanying, associated with or given in a quotation, descriptive literature or a catalogue are based on information provided by manufacturers and suppliers and, as such Renew Energy does not guarantee that those descriptions and specification are accurate or free from errors or omissions. Renew Energy reserves the right to make any necessary corrections to the descriptions or specifications without notice.



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

- (b) Any production reports and/or information on returns of investment supplied by Renew Energy are an estimate and guide only and are not indicative of future production or returns results.
- (c) To the extent permitted by law, any performance data provided by Renew Energy, a supplier or a manufacturer is an estimate only and should be construed accordingly.

## **24. DEFECTIVE GOODS**

### 24.1 DEFECTIVE GOODS

Where the Client considers that any goods provided by Renew Energy are defective, the Client must promptly inform Renew Energy of that fact by either coming into a store of Renew Energy, by phone or by email. If Renew Energy agrees that the goods are defective, Renew Energy repair or replace the defective goods under the Retailer's Warranty.

### 24.2 CALL-OUT FEE

A call-out fee will apply to any replacements and repairs under this clause.

### 24.3 NO LIABILITY

Renew Energy will not be liable for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill. For example, Renew Energy will not be liable, if any system faults or failures result in rising utility costs or other costs to the Client.

## **25. SMALL-SCALE TECHNOLOGY CERTIFICATES**

### 25.1 ASSIGNMENT OF RIGHT

- (a) Renew Energy will offer STC discounts on orders that include the System by charging the Client the Sale Price, if the Client assigns its rights to create STCs to Renew Energy and/or an agent nominated by Renew Energy (**STC Rights**).
- (b) To assign its STC Rights to Renew Energy, the Client will need to promptly complete the STC assignment form (**STC Form**) provided to the Client by Renew Energy and return it to Renew Energy with all accompanying documentation.

### 25.2 GENERAL CONDITIONS

- (a) The Client acknowledges that by using Renew Energy's STC Form, it assigns all rights to create the STCs to Renew Energy and/or its agent in accordance with this clause 25.
- (b) The Client agrees to submit to Renew Energy all accurately completed documents necessary to enable Renew Energy and/or its agent to create the STCs in consultation with the Regulator and to enable Renew Energy to sell the STCs to a third-party.
- (c) If the Client assigns its STC Rights to Renew Energy, it must not create or assign to any other party the rights to create any STCs in respect of the System listed in the STC Form or agree to do anything contrary to this clause.
- (d) The Sale Price does not reflect the current market value of Renewable Energy Certificates; it is the price that Renew Energy is prepared to offer.

### 25.3 CLIENT'S OBLIGATIONS

- (a) The Client must ensure that any data it provides is accurate, reliable, able to be used by the Client and does not infringe the rights of any third party.
- (b) The Client agrees to do anything else that Renew Energy reasonably requests to affect the assignment of its STC Rights to Renew Energy and/or its agent.



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

- (c) The Client must not do, and must not authorise or encourage any third party to do, any of the following:
- (i) copy, redistribute or resell any element of the STC Service, or permit or purport to permit any person to copy or redistribute any element of the STC Service; and
  - (ii) use the STC Service for any illegal, fraudulent or inappropriate purpose.
- (d) The Client acknowledges and agrees that:
- (i) Renew Energy has the right to copy, use, store manipulate or otherwise deal with any and all data, provided by the Client when providing the STC Service;
  - (ii) Renew Energy reserves the right to terminate this Agreement and recover the funds in the event of fraud, if the Client provides inaccurate, incomplete or erroneous information, or if the STCs have already been created for the System identified on the STC Form; and
  - (iii) the Client will retain proof of sale of the Systems associated with the assignment of the STCs Rights to Renew Energy for six years from the end of the period the Client has used the STC Service.

#### 25.4 STCS ARE UNABLE TO BE CREATED

- (a) The Client agrees and warrants that it will repay Renew Energy the Discount Amount if:
- (i) Renew Energy cannot obtain the STCs associated with the Client's STC Form because of an act or omission by the Client;
  - (ii) Renew Energy cannot obtain the STCs associated with the Client's STC Form because STCs for the System listed in the Client's STC Form have already been obtained;
  - (iii) the Regulator, for any reason whatsoever, does not approve the creation of the STCs for the System listed in the Client's STC Form; and
  - (iv) the assignment of STC Rights by the Client to Renew Energy is invalid for any reason.
- (b) If the Client is required to repay the Discount Amount under this clause, Renew Energy will issue the Client an invoice, which shall be payable immediately.

#### 25.5 CHANGES TO SALE PRICE

If, between the day of the quote and one (1) Business Day prior to the Installation:

- (a) the Individual STC Value is reduced by \$1 or more; or
- (b) the Number of STCs reduces resulting in a reduction of the Total STC Value equivalent to a reduction of the Total STC Value that would have occurred had the Individual STC Value reduced by \$1 or more;

then the Sale Price will increase in inverse proportion to the reduction of the Total STC Value. For example, if the Total STC Value decreases by \$30, the value of the Sale Price will increase by \$30.

#### 25.6 DEFINITIONS

For the purposes of this clause 25:

- (a) "**Discount Amount**" is the difference between the Full Purchase Price and the Sale Price;



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

- (b) **“Full Purchase Price”** means the price identified as such on the Client’s Invoice, which is the price payable by the Client if it does not assign its STC Rights to Renew Energy;
- (c) **“Individual STC Value”** means the values listed on <https://www.stctrade.net.au/> for a STC as at the time of the quote;
- (d) **“Number of STCs”** means the number of STCs to be assigned to Renew Energy;
- (e) **“Regulator”** means any organisation responsible for regulating the scheme responsible for the STCs or its appointed agent;
- (f) **“STCs”** means a Small Scale Technology Certificate as defined by Renewable Energy (Electricity) Act 2000 (Cth);
- (g) **“Sale Price”** means the price identified as such on the Client’s Invoice, which is the price payable by the Client if it assigns its STC Rights to Renew Energy;
- (h) **“STC Service”** means the registration and creation of STCs by Renew Energy as outlined in this clause; and
- (i) **“Total STC Value”** is equal to the Number of STCs multiplied by the Individual STC Value.



renew  
energy

**Renew Energy**

Postal: PO Box 3059 Belmont East, W.A, 6014  
Physical: U2/136 Bannister Road, Canning Vale, W.A. 6155  
PH: (08) 9477 5672

## **PART C: SERVICES**

### **26. SERVICES**

- (a) In consideration for the payment of fees, Renew Energy will provide the Client with services set out in an Invoice (**Services**).
- (b) Unless otherwise agreed, Renew Energy may, in its discretion:
  - (i) not commence work on any Services until the Client has paid any fees or deposit payable in respect of such Services; and
  - (ii) withhold delivery of Services until the Client has paid an invoice in respect of such Services.

### **27. CALL-OUT FEE**

The Client must pay the call-out fee prior to Renew Energy travelling to the Client or commencing any work on any Services.

### **28. PRICING OF SERVICES**

The prices for Services will be determined by Renew Energy on site and communicated to the Client in a quotation. The Client will be taken to have accepted the quotation, if it communicates their acceptance by signing the quotation or by paying for the Services.