

Green Engineering Pty Ltd Solar System Installation Agreement

TERMS AND CONDITIONS 3.4.1 (Page 1 of 2)

The Customer who signs down below hereby agrees to the terms and conditions of this agreement. The Customer engages Green Engineering Pty Ltd to install a solar system and the Customer hereby agrees to pay Green Engineering Pty Ltd for this installation of a solar system according to the Payment Policy section of this agreement.

The Customer agrees upon signing this agreement to pay Green Engineering Pty Ltd a deposit of a sum as agreed on the day of signing this agreement. Failure to pay the deposit will render this agreement to be void unless authorised persons in Green Engineering consider otherwise. The amounts of deposit and outstanding balance are clearly stated in Payment Policy section.

Green Engineering Pty Ltd agrees upon signing this agreement to commence installation process as of the date of signing this agreement. Customer will be advised of an approximate time frame of the installation process. However, the time frame advised is only an estimate and does not mean guarantee to the Customer.

The Customer agrees to pay Green Engineering Pty Ltd the balance as set out in Payment Policy section on the date of completion of the solar system. The solar system will remain the property of Green Engineering Pty Ltd unless it is paid for in full. Green Engineering reserves the right to remove solar panels, inverters and other parts installed if the payment is failed to be received in the prescribed time frame.

The Customer by signing this agreement agrees that Green Engineering Pty Ltd may vary the use of solar system components as Green Engineering Pty Ltd find a fit and reasonable, including but not limited to be, in situations which the prescribed components are discontinued or out of stock without an estimated and/or a reasonable date of arrival from suppliers.

Green Engineering Pty Ltd reserves the right to immediately terminate this agreement upon giving written notice to the Customer at least three(3) days before the date of installation. If this agreement is terminated by Green Engineering Pty Ltd, the Customer will be indemnified of any payments that have been made for the solar system.

The Customer acknowledges that after the completion of the installation of the solar system, Green Engineering Pty Ltd does not permit any subsequent changes, modification or reinstallation of the installed system.

Therefore, in consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

The Customer agrees to pay Green Engineering Pty Ltd the charges basis with respect to the selected solar system installation: (specifications listed on left column)

Meter box upgrades: The customer acknowledges that any electricity provider compulsory meter box upgrade required to the customer's property is not included in this Agreement. The customer may choose to utilise the electrician providing the solar installation at extra cost for meter box upgrade or via the customer's own resources.

STCs: Customer agrees after Green Engineering has installed the solar system for the customer, the customer will and must assign the relevant STCs (small technology certificates) to Green Engineering.

Representations

The Parties to this agreement acknowledge a complete and full understanding of the terms and conditions of the agreement: understand and agree that this agreement constitutes the entire contract between the parties and supersedes any prior understandings or agreements between them upon the subjects covered in the Agreement: and that there are no representations or warranties other than set forth herein.

Right to Terminate

Notwithstanding anything to the contrary contained within this agreement, the Customer may terminate this agreement by delivering written notice of termination here of to Green Engineering Pty Ltd so that it is received by Green Engineering Pty Ltd no later than Ten (10) days after execution of this agreement. All payments made by the customer prior to the timely termination of this agreement shall become the property of Green Engineering Pty Ltd and shall be applied to the customer's account. The customer shall remain liable for the balance due, if any, which balance shall be due and payable following the customer's termination of this agreement. Moreover, the customer agrees that until the balance is paid in full, the account will continue to accrue late fees and interest to the full extent allowed by law, until the balance is paid in full.

Definitions

1. In this document the following definitions apply.

- (a) Company means Green Engineering Pty Ltd (ACN 140 253 194) and where applicable any subsidiaries or related companies as defined in the Corporations Act 2001 (Cth) and their servants or agents.
- (b) Customer means any person, firm, corporation, government, semi-government or local government department or authority, its successor's, assignee's, trustee's, administrator's or liquidator's, to whom or to which Goods are provided by the Company.
- (c) Goods means goods or services provided by the Company to the Customer at any time including any solar panels, electrical parts or accessories, installation of solar panels or other parts or accessories.
- (d) Indemnity whenever it is herein provided that the Customer must indemnify the Company, then the indemnity to be provided must be a full and complete indemnity from and against liability in respect of all claims, demands, action, suits, proceeds and costs.
- (e) Invoice includes account, payment or monies paid in accordance with the Solar System Installation Agreement ('SSIA').

2. The Customer must pay all invoices due and owing to the Company on or before 30 days from the date of invoice unless prior written arrangements have been made with the Company.

3. The Company may at any time without notice, terminate or suspend the Customer's right to receive Goods from the Company on credit and is not liable for any damages, costs, penalties or charges incurred by the Customer as a result of the non-supply of Goods by the Company.

4. All invoices become immediately due and payable in the event of default on payment by the Customer of any invoice or account, regardless of whether or not some invoices may not otherwise have become due for payment.

5. Any amount that remains unpaid for 60 days from the date of invoice incurs interest at the rate of 1.5% per month or part thereof as an administration charge. The Customer agrees that this is a fair and reasonable charge and is directly relevant to the likely damage that the Company might suffer as a result of non payment by the Customer. Interest will be calculated on all outstanding amounts from the date of issue of the invoice.

6. Any unpaid amounts that may from time to time be overdue to the Company and any interest charged is recoverable by the Company from the Customer as a liquidated debt.

7. Payment must be made by the Customer to the Company without any set off or deduction against any other amount whatsoever.

8. In the event of default on payment by the Customer, the Customer will be liable for all losses, liabilities, costs and expenses (including but not limited to debt recovery and legal expenses, including commission charged by debt recovery agents and solicitor's costs) on a full indemnity basis or on a solicitor and own client basis whichever is the higher, incurred by the Company seeking to recover the default amount, the Customer hereby charges its interest in any and all land registered in its name as security for payment of monies it owes the Company.

Jurisdiction

9. This contract is deemed to have been entered into in the State of Queensland. Any legal action arising out of, or in respect of the contract and/or the interpretation thereof must be brought only in the State of Queensland. The parties further agree to issue any proceedings in the Brisbane registry of the appropriate Court having monetary jurisdiction over the matter.

Compliance

10. This Provision agreement is not bound by the following legislation and the Customer agrees that the following do not apply to this Provision agreement and are exceptions to each legislation except where applicable:

- (a) Competition and Consumer Act 2010;
- (b) Trade Practices Act 1974;
- (c) The Consumer Protection Rules 1987;
- (d) Sale of Goods Act 1896; and
- (e) Fair Trading Act 1989.

General Terms of Provision

11. Title in the Goods pass from the Company to the Customer on completion of the installation and full payment by the Customer to the Company.

12. The Customer is not entitled to damages or compensation from the Company for any loss suffered by reason of late delivery or if the Goods are impaired by the condition of the site or due to the connection to the electricity grid or the actions of any electricity provider or retailer.

13. The Company gives no warranty condition or representation express or implied as to the capacity or fitness of the Goods for any particular purpose, unless that particular purpose was specified to the Customer at the time of quoting.

14. The Company reserves the right to amend rates and/or terms and conditions from time to time without prior notice to the Customer.

15. The Customer irrevocably authorises, permits and consents to the Company entering any premises to retrieve and recover possession of any Goods which the Company may have provided to the Customer or any other such items to which the Company has the title of the right to exclusive or sole possession. This irrevocable authority allows the Company to use such force as is reasonably required to open doors or any other entrances even if the use of such force would damage the door or entrance. The Customer agrees that the presence of the Company or its agents or servants at the premises and the use of such force and the occasioning of damages will not vest the Customer with any cause of action whatsoever against the Company and the Company may refer to this clause should any right or entitlement of the Company be called into question.

16. The Customer agrees that only suitably trained, qualified and licenced personnel may operate the Goods.

17. Where Goods are operated by the Company, its legal liability arising from the use of the Goods is covered by third party property damage cover and public liability cover.

Duties and Charges

18. Unless otherwise stated, all rates, charges and/or prices are quoted exclusive of GST, duty, taxes or any other statutory charge or fee payable in connection with the provision of Goods.

19. If the Goods are damaged or destroyed due to flood, fire, storm, earthquake, collision, accident or other force majeure or event outside the control of the Company, the Customer agrees the Company is not liable for any replacement or installation costs of the Goods or for any loss or damage to the Customer incurred as a result.

PPSA

20. This clause applies to the extent that this Agreement provides for a 'Security Interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ('PPS Law').

21. References to PPS Law in this Agreement include references to amended, replacement and successor provisions of it.

22. The Company is at liberty to register its security interest as a purchase money security interest under the PPS Law ("PMSI"). The Customer must do anything (such as obtaining consents and signing documents) which the Company requires for the purposes of:

- (a) ensuring that the Company's security interest is enforceable, perfected and otherwise effective under the PPS Law;
- (b) enabling the Company to gain first priority (or any other priority agreed to be the Company in writing) for its security interest; and
- (c) enabling the Company to exercise rights in connection with the security interest.

23. The Company may recover from the Customer the cost of doing anything under this clause, including but not limited to registration fees.

24. The rights of the Company under this document are in addition to and not in substitution for the Company's rights under any other law (including PPS Law) and the Company may choose whether to exercise rights under the PPSA, enforce the terms of these terms and conditions, and/or under other law, as it sees fit.

Initial: _____

TERMS AND CONDITIONS 3.4.1 (Page 2 of 2)

25. To the extent that Chapter 4 of the PPS applies to the security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are contracted out of this Agreement in respect of all goods to which that section can be applied:

- (a) section 95 (notice of removal of accession to the extent it requires the Company to give notice to the Customer);
- (b) section 96 (retention of accession);
- (c) section 121(4) (notice to grantor);
- (d) section 125 (obligations to dispose of or retain collateral);
- (e) section 130 (notice of disposal to the extent it requires the Company to give notice to the Customer);
- (f) section 129(2) and 129(3);
- (g) section 132(3)(d) (contents of statement of account after disposal);
- (h) section 132(4) (statement of account if no disposal);
- (i) section 135 (notice of retention);
- (j) section 142 (redemption of collateral); and
- (k) section 143 (reinstatement of security agreement).

26. The following provisions of the PPS Law confer rights on the Company:

- (a) section 123 (seizing collateral);
- (b) section 126 (apparent possession);
- (c) section 128 (secured party may dispose of collateral);
- (d) section 129 (disposal by purchase); and
- (e) section 134(1) (retention of collateral).

27. The Customer agrees that in addition to those rights, the Company, if there is default by the Customer, has the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Customer agrees that the Company may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.

28. The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

29. The Company and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply to it. The Agreement in this sub-clause is made solely for the purposes of allowing the Company the benefit of section 275(6)(a) and the Company is not liable to pay damages or any other compensation or be subject to injunction if the Company breaches this sub-clause.

Security interests

30. The Customer must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Goods other than with the express written consent of the Company.

31. The Customer must take all steps including registration under PPS Law as may be required to:

- (a) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
- (b) enabling the Customer to gain (subject always to the rights of the Company) first priority (or any other priority agreed to by the Company in writing) for the security interest; and
- (c) enabling the Company and Customer to exercise their respective rights in connection with the security interest.

32. The Company may recover from the Customer the cost of doing anything under this clause, including registration fees.

Delivery

33. All quotes are based on delivery to and installation of the Goods at the Customer's address. Connection charges may be in addition to the quote provided.

34. Any permits and/or licence fees and toll charges incurred by the Company may be charged to the Customer's account.

Acknowledgement

I/We the undersigned declare that all information provided to the Company for the purposes of assessing the Customer's suitability for credit and provision of Goods is true and correct in every particular.

I/We the undersigned further acknowledge that I/we have read understand and agree to the above terms and conditions.

This agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. The agreement may be entered into by and becomes binding on the parties named in the agreement upon one party signing the agreement that has been signed by the other (or a photocopy or facsimile copy of that Agreement) and transmitting a facsimile copy of it to the other party.

This agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. The agreement may be entered into by and becomes binding on the parties named in the agreement upon one party signing the agreement that has been signed by the other (or a photocopy or facsimile copy of that Agreement) and transmitting a facsimile copy of it to the other party.

Initial: _____