

ELEVATE SOLAR - TERMS AND CONDITIONS

1 Introduction

Who does this agreement apply to?

1.1 This agreement is between:

- (a) Elevate Solar Pty Ltd, ABN 15 650 504 742, referred to as “we” or “us”; and
- (b) the customer named in the Quote, referred to as “you”.

What is this agreement made up of?

1.2 This agreement is made up of:

- (a) these Terms and Conditions; and
- (b) the Quote attached to these Terms and Conditions.

What does this agreement cover?

1.3 The agreement covers:

- (a) your purchase from us of the solar photovoltaic system and other equipment, referred to as the "System" and described in the Full System Design attached to this agreement; and
- (b) delivery and installation of the System at your Premises.

When does this agreement start and end?

1.4 This agreement starts when you accept our offer set out in the Quote, which you can do by:

- (a) signing and posting or delivering the Quote to our address as set out in the Quote;
- (b) signing, scanning and emailing the Quote to our email address as set out in the Quote; or
- (c) accepting the offer over the telephone, by calling our telephone number as set out in the Quote (in which case we will send you a full copy of this agreement, by post or email, within one week after your acceptance).

1.5 However, your purchase of the System will not become final until all of the following conditions have been satisfied:

- (a) you have paid us the Deposit; and
- (b) your electricity distributor (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval.

1.6 This agreement ends when we have finished installing and commissioning the System, unless we or you end it earlier in accordance with its terms.

- 1.7 If we have delivered and installed the System, then after the agreement ends the guarantees and related terms in clause 11 will continue for the Guarantee Period

Other rules

- 1.8 In addition to this agreement, various laws and codes, including the Australian Consumer Law and, if we have volunteered to be bound by it, the CEC Solar Retailer Code of Conduct, also contain rules applicable to the sale and installation of solar photovoltaic systems, and we will comply with these rules in selling you the System and installing it at the Premises.

Capitalised terms have special definitions

- 1.9 Capitalised terms used in the agreement have the meanings given to them in clause 16.
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2 Sale of the System

- 2.1 Provided the conditions in clause 1.5 have been satisfied, we agree to sell, and you agree to purchase, the System on the terms of this agreement
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3 Payment

Payment of the Deposit

- 3.1 You must pay us the Deposit at the same time as you accept our offer set out in the Quote.

Payment of the Balance

- 3.2 You must pay us the Balance at the same time as we deliver the System to the Premises.
- 3.3 Title in the System passes to you on payment of the Balance, provided you have already paid the Deposit and all other amounts you owe us.
- 3.4 Payment for performing its obligations under the Contract, the Retailer is entitled to be paid the Total Price Payable by the Owner

Payment methods

- 3.5 Payments under this agreement can be made by bank cheque, money order, cash, debit card, credit card or direct deposit.

Payment Claim

- 3.6 On each Milestone Date, the Retailer may issue an invoice for the corresponding Milestone Amount.
- 3.7 The due date for payment is 15 business days after receipt by the Owner of a Payment Claim.

When payment is taken to be made

- 3.8 You will be taken to have made payment on the date on which we receive your payment as cleared funds in our bank account.

4 Refunds

- 4.1 If you have paid us money under this agreement, but the agreement ends for any of the following reasons before we install the System at your Premises, then when the agreement ends we will promptly refund all of the money you have paid:
- (a) if we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date, and you choose to end the agreement under clause 7.7;
 - (b) if we give you notice of a price increase under clause 5, and you choose to end the agreement in accordance with clause 5.3 rather than accept the price increase; or
 - (c) Grid Connection Approval is refused.
 - (d) If any of the equipment quoted is unattainable and you do not agree to equipment of a similar quality to be substituted
 - (e) a proposed final system design provided is significantly different to the one set out and it is not signed off by the Owner.
 - (f) the site-specific system design and performance estimate is not provided before the expiry of any cooling-off period (on the terms stated in the Details) and the Owner does not consent to this information upon receiving it.
 - (g) the estimated delivery timeframe for Installation Completion is not honoured, for reasons reasonably within the Retailer's control, and the Owner does not consent to a revised timeframe.
 - (h) extra chargeable work arises which is not a valid Variation, which was not specified in the initial contract, and the additional costs are not borne by the Retailer and the Owner does not consent to these additional costs.
- 4.2 extra chargeable work arises which is not a valid Variation, which was not specified in the initial contract, and the additional costs are not borne by the Retailer and the Owner does not consent to these additional costs.

5 Price increases

- 5.1 Subject to clause 5.2, we can increase the price of:
- (a) the System or any part of it;
 - (b) the installation of the System; or
 - (c) any other item specified in the Quote,
- to cover any new or increased cost in selling and installing the System under this agreement.
- 5.2 We can only increase prices under clause 5.1 if:
- (a) it is reasonable to do so;
 - (b) we are not prohibited by law from doing so; and

(c) we give you written notice of the increase at least one week before the Target Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.6, that new Target Date.

5.3 If we give you notice of a price increase and you prefer to end this agreement rather than accept the price increase, you can end the agreement in accordance with clause 5.4 and, if you do, we will give you any refund required under clause 4.1(b).

5.4 You can end this agreement under clause 5.3 by:

(a) calling us on our telephone number as set out in the Quote; or

(b) giving us written notice of this, by post or email,

before the Target Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.6, that new Target Date.

5.5 If we send you notice of a price increase and you do not end this agreement under clause 5.3 by the relevant date, you will be taken to have agreed to the price increase.

6 Approvals

Grid Connection Approval

6.1 We will apply for Grid Connection Approval on your behalf. In doing this, we will:

(a) make the application as soon as possible;

(b) keep you updated on the progress of the application;

(c) respond, within a reasonable timeframe, to any information or other requests from the distributor; and

(d) promptly give you notice of the outcome of the application.

6.2 Your purchase of the System is subject to Grid Connection Approval being granted.

6.3 If Grid Connection Approval is refused, then this agreement will end and we will give you any refund required under clause 4.1(c).

Other Approvals

6.4 You are responsible for applying for and obtaining any other approvals, permits or consents required in respect of the installation of the System at the Premises.

6.5 You must apply for these approvals, permits and consents as soon as possible.

6.6 The sale and installation of the System, and your and our other obligations under this agreement, are not dependent on and will not be affected by whether and when you obtain these approvals, permits and consents.

Metering and Tariffs

6.7 The Owner acknowledges that new electricity tariff rates may be applied after the Solar System Installation is carried out. The Owner should contact their electricity retailer to check they are agreeable to the proposed tariff rates before the installation of the system.”

- 6.8 Immediately following Installation Completion, the Retailer will provide all reasonable assistance to the Owner to:
- (a) check whether the applicable electricity tariffs account for the completed Solar System Installation.
 - (b) ensure Utility Metering Setup is completed as soon as possible for the Property; and
 - (c) measure the performance of the Solar System Installation which may include any of the following (subject to the Owner's choice):
 - (a) demonstration
 - (b) written instructions on how to read the inverter; or
 - (c) provision of a measuring device that links back to the inverter so that the Owner can measure energy output and performance.
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7 Installation

Delivery

- 7.1 Provided the conditions in clause 1.5 have been satisfied, we must, or must procure, the delivery of the System to the Premises.
- 7.2 The risk of loss or theft of, or damage to, the System passes to you on delivery of the System to the Premises.

Installation

- 7.3 Provided you have paid the Balance, we must install, or must procure the installation of, the System at the Premises, in accordance with the Full System Design.

Target Date

- 7.4 We will use reasonable endeavours to deliver and install the System at the Premises on the Target Date.
- 7.5 You agree, however, that:
- (a) the Target Date is only a target and not a strict deadline; and
 - (b) we will not be liable to you if we fail to deliver and install the System at the Premises by the Target Date.
- 7.6 We will notify you if we do not think we can deliver and install the System at the Premises by the Target Date, and give you a new Target Date.
- 7.7 If we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date, you can end this agreement and, if you do, we will give you any refund required under clause 4.1(a).

Installation requirements

- 7.8 We (if we install the System) or our contractor (if we procure a contractor to install the System) must:
- (a) be a CEC-Accredited Installer; and

(b) install the System in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to CEC-Accredited Installers.

7.9 After installation of the System, we will give you any certificate or similar document regarding the electrical safety of the System which is required by law.

7.10 We will take every reasonable precaution in installing the System at the Premises. However, we will not be liable in respect of:

(a) the structural integrity of the roof;

(b) the roof's ability to carry the weight of the System;

(c) any effect installation of the System has on any roof manufacturer's warranty; or

(d) any damage to the roof or Premises which is not due to our negligence or breach of this agreement.

8 Accessing the Premises

8.1 You grant us permission to enter and remain at the Premises, and to have our contractors enter and remain at the Premises, to:

(a) conduct one or more site inspections, if we think this is necessary; and

(b) deliver and install the System,

at any reasonable time, provided we give you at least 3 Business Days' notice of the proposed access time.

8.2 You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System.

8.3 You must:

(a) ensure we and our contractors have convenient and safe access to all parts of the Premises necessary to conduct any required site inspections or to deliver and install the System;

(b) not hinder or obstruct this access; and

(c) ensure the Premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System.

9 System Maintenance

9.1 We must provide you with the Maintenance Documents.

9.2 It is your responsibility to maintain the System in accordance with these documents.

10 System performance and STCs

Site-Specific Performance Estimate

10.1 We have calculated the Site-Specific Performance Estimate for the System and your Premises in accordance with the CEC System Design Guidelines.

STC Incentive

10.2 Small-scale technology certificates are a government incentive which allow for the creation of a tradeable commodity.

Under the Small-scale Renewable Energy Scheme, eligible small-scale renewable energy systems may be entitled to small-scale technology certificates (STC). The price of STCs is not fixed and it may move up or down.

In order to provide you a cheaper system price, we take ownership of the generated STCs. This section describes how we do that.

10.3 We have calculated the STC Incentive based on:

(a) the maximum quantity of STCs that can be created in respect of the System under law, taking into account the Site-Specific Performance Estimate; and

(b) the monetary value of that quantity of STCs,
and deducted the STC Incentive from the System Price.

Assignment of STCs to us

10.4 You hereby assign to us all of your existing and future rights, title and interest in and to all STCs created or able to be created in respect of the System.

10.5 You must do anything we reasonably request of you for the purpose of perfecting, confirming or evidencing this assignment, including providing information and executing documents.

10.6 You warrant to us, when you accept the offer set out in the Quote and again on installation of the System, that you have not previously created, or assigned the right to create, any STCs in respect of the System or any other solar photovoltaic generating unit at the Premises.

Charging you the STC Incentive

10.7 If you do anything that:

(a) obstructs or avoids the assignment under clause 10.3;

(b) reduces the maximum quantity of STCs that can be created in respect of the System; or

(c) renders the System ineligible for the creation of STCs,

then we can increase the Total Price by the amount of the STC Incentive, and you must pay us the STC Incentive within 10 Business Days of us invoicing you for it.

10.8 Clause 5 does not apply to any increase of the Total Price increases under clause 10.6, and you cannot end the agreement as a result of a price increase, or refuse to accept it.

10.9 The Owner agrees that if the Owner breaches clause 10.7, the Retailer will be entitled to increase the Total Price Payable to the System Price. The System Price will be payable within 10 business days of the Retailer invoicing the Owner for it.

11 System guarantees and Completion

11.1 Subject to clause 11.2, we guarantee:

- (a) our workmanship, and the workmanship of our contractors, in installing the System; and
- (b) the operation and performance of the System,

will be free from fault or defect for a period of 5 years commencing on the date the System is installed (Guarantee Period), and we will repair any such default or defect notified to us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to you.

11.2 The guarantee in clause 11.1 will not apply where:

- (a) the fault or defect is not notified to us within the Guarantee Period; or
- (b) the fault or defect is a result of:
 - (i) something done by you or someone else, and not us or our contractors; or
 - (ii) something beyond human control that occurred after installation, e.g., an extreme weather event;
 - (iii) the System being misused, abused, neglected or damaged after installation;
 - (iv) the System being maintained other than in accordance with the Maintenance Documents; or
 - (v) the System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by us in writing.

11.3 The guarantee in clause 11.1 is additional to any other guarantee or warranty you may have

- (a) from the manufacturer of the System; or
- (b) under any applicable law, including the Australian Consumer Law, although these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case, and tell you the costs payable. The costs will be payable in advance.

11.4 During the Guarantee Period, we will provide reasonable assistance to you in making any guarantee or warranty claim against the manufacturer of the System, including by acting as your liaison with the manufacturer.

11.5 The Retailer will ensure that the Solar System Installation (including workmanship, inverters and panels supplied) will:

- (a) each component is functional for its entire life period (for which it is designed)

(b) be in conformity with the provisions of the Contract and be new.

(c) be in accordance with best industry standards and practices; and

Subject to clause 11.2, will ensure any claims under Contractual Warranty or the Australian Consumer Law are addressed by way of repairs or replacements within a reasonable timeframe.

The Contractual Warranty is additional to any other guarantee, warranty, or consumer right covered by the Australian Consumer Law and any applicable manufacturer's warranties."

- 11.6 The Retailer's warranties under this Contract are unaffected by any subcontracting and the Retailer is liable for all acts and omissions of its supply chain.
- 11.7 The Retailer (and its supply chain) must ensure that the Solar System Installation is carried out in a safe manner and in strict compliance with all applicable laws relating to workplace health and safety.
- 11.8 When Installation Completion has been achieved, the Retailer shall notify the Owner to inspect the installation within 5 days of such Notice.
- 11.9 Following the inspection:
- (a) the Owner may give Notice to the Retailer within 5 business days of any reasons why it considers Installation Completion has not been reached (Issues List).
 - (b) following receipt of the Issues List, the Retailer must address any issues on the Issues List which prevents the Solar System Installation from reaching Installation Completion before giving notice.
 - (c) if no Issues List is issued, Installation Completion is deemed to have been achieved on the date of the Retailer's Notice.
- 11.10 Risk and title in the components comprising the Solar System Installation shall pass to the Owner at 4pm on the date Installation Completion is reached.
- 11.11 The Owner shall extend the Date for Installation Completion where the Solar System Installation have been delayed in reaching Installation Completion as a result of:
- (a) a breach of the Contract or wilful acts or omissions by the Owner, its personnel or agents (Owner Breach).
 - (b) inclement weather occurring at or around the Property; or
 - (c) delays in stock procurement or other materials beyond the Retailer's control.

12 Retailer Termination Rights

- 12.1 If the Owner fails to pay a sum due under this Contract, the Retailer may by written Notice terminate the Contract effective from the time stated in the Notice, or if no such time is stated, at the time the Notice is given to the Owner.
- 12.2 Following termination under clause 12.1, the Retailer will be entitled to the amount for:

- (a) work carried out prior to the date of termination.
 - (b) the cost of goods or materials reasonably ordered by the Retailer for the Solar System Installation for which the Retailer is legally bound to pay (provided that such goods and materials are delivered to the Owner and title in such goods and materials passes to the Owner on payment)
 - (c) the reasonable cost of removing from the Property all labour and constructional plant.
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13 Complaints

Making a complaint

- 13.1 If you have a complaint relating to the System, its installation or this agreement generally, you can make a complaint to us by:
- (a) calling us on our telephone number as set out in the Quote; or
 - (b) giving us written notice of this, by post or email.
- 13.2 We will handle your complaint in accordance with our standard complaints procedures. If we have volunteered to be bound by the CEC Solar Retailer Code of Conduct, then these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006.

If you are still not satisfied

- 13.3 If you are not satisfied with the outcome of your complaint, you can refer the complaint to with the relevant Fair Trading or Consumer Affairs office in your state or territory, as follows:

ACT	Office of Regulatory Services Phone: (02) 6207 3000
NSW	Fair Trading Phone: 13 32 20
NT	Consumer Affairs Phone: 1800 019 319
Qld	Office of Fair Trading Phone: 13 74 68
SA	Consumer and Business Services Phone: 13 18 82
Tas	Consumer Affairs and Fair Trading Phone: 1300 654 499
Vic	Consumer Affairs Phone: 1300 558 181
WA	Consumer Protection Phone: 1300 304 054

14 Privacy

14.1 We will comply with all relevant privacy legislation in relation to your personal information.

14.2 If you have any questions in relation to privacy, you can contact us by:

- (a) calling us on our telephone number as set out in the Quote; or
- (b) giving us written notice of this, by post or email.

15 What happens if you fail to perform this agreement

15.1 If you

- (a) fail to pay any amount when due; or
- (b) fail to perform your obligations in clause 8,

then we may suspend our performance of this agreement with immediate effect, and will give you a notice asking you to make the required payment or perform the required obligation.

15.2 If you fail to make the required payment or perform the required obligation within one week after the date of our notice, then we may end this agreement immediately by notice to you.

15.3 If we end this agreement under clause 14.2, you must pay us any costs we incur as a result of ending the agreement, and any costs we have already incurred in respect of the delivery or installation of the System.

16 GST

16.1 All amounts specified in the Quote are inclusive of GST.

17 General

Notices

17.1 Any notice under this agreement must be in writing and signed by the sender or by an authorised representative of the sender and sent to or left at the address of the addressee in the Schedule or, if the addressee has previously notified the sender in writing of an alternative address for notices, that alternative address.

17.2 If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00 pm in the place of receipt, it is regarded as having been received at 9.00am on the following Business Day.

17.3 hand delivered to that party's address; or transmitted by electronic mail (email) to that party's email address.

17.4 A Notice is treated as having been received:

- (a) if hand delivered, on the day of delivery; or
- (b) if sent by email, when the sender's email system generates a report indicating the sender's date, time and transmission to the recipient's email address.

17.5 For the purpose of this clause 17.1 the address and email address of a party is the address specified in the Details or as most recently notified to the other party in writing.

Assignment and novation of the agreement

17.6 Neither party can assign its rights or novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.

Sub-contracting

17.7 We may sub-contract any of our obligations under this agreement to a third party, provided that:

(a) if we sub-contract any obligations:

(i) we will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement;

(ii) we will continue to be liable to you for the performance of our obligations under this agreement, even though we have sub- contracted one or more of those obligations; and

(iii) we will be liable to you for the acts and omissions of our sub- contractors, as if these acts and omissions were our own; and

(b) our obligations in relation to the design or installation of the System can only be sub-contracted to a CEC-Accredited Installer.

Amendment of the agreement

17.8 This Agreement can only be amended in writing signed by both parties.

17.9 The Owner is entitled to direct the Retailer to increase, decrease or change the Solar System Installation, the sequence in which the Solar System Installation is performed, or the materials or classes of work specified (Variation).

17.10 Any Variation must be valued by reference to the Schedule of Rates (if any), or where there is no applicable schedule of prices or rates application to the Variation, reasonable market prices and rates determined by the Retailer.

17.11 Once the adjustment to the Total Price Payable in relation to the Variation is agreed or determined:

(a) the Retailer must carry out the Variation; and

(b) the Owner must pay the adjustment to the Total Price Payable within 10 business days of the Retailer invoicing the Owner for it.

Waivers

17.12 A waiver in connection with this agreement is not valid or binding on the party granting that waiver unless made in writing by that party.

Severance

17.13 Any term of this agreement which is or becomes invalid or unenforceable does not render the other terms of the agreement invalid or unenforceable.

Governing law of the agreement and submission to jurisdiction

17.14 The laws of the State or Territory in which the Premises are located govern this agreement, and each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

18 Meaning of capitalised terms in this agreement

Approval means all permits, consents, certificates, licences and approvals required from any authority to install the Solar System Installation including planning and development approvals (but does not include approvals or licencing related to conduct of the Retailer's business);

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Balance means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 5.1 or 10.6.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State or Territory in which the Premises are located.

CEC-Accredited Installer means an installer of solar photovoltaic systems accredited in this capacity by the Clean Energy Council under the Clean Energy Council Code of Conduct and Accreditation Terms and Conditions.

CEC Solar Retail Code of Conduct means the code of conduct published by the Clean Energy Council available at <https://www.cleanenergycouncil.org.au/industry/retailers>

CEC System Design Guidelines means the Clean Energy Council System Design Guidelines for Accredited Designers.

Deposit means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 5.1 or 10.6.

Execution means:

- (i) where the Details state "Manual Signature", that point in time where this document is signed by both parties (including by counterparts then exchanged); or
- (ii) where the Details state "Electronic Signature Process" that point in time where an image of the signatures of the parties are placed on the document and a copy of the Contract containing signatures of the Owner and Retailer is circulated by email. Full System Design includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations, as set out in Attachment 1. Grid Connection Approval means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises.

Full System Design includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations, as set out in Attachment 1.

Grid Connection Approval means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Guarantee Period has the meaning given to it in clause 11.1

Installed means that stage where the components of the Solar System Installation has been fixed to the Property, but Installation Completion has not been reached.

Installation Completion means that stage where:

- (i) the Solar System Installation is complete, ready for use; and
- (ii) the Retailer has obtained and given the Owner all certificates, warranties and Maintenance Documents required by the Contract, but does not include Utility Metering Setup.

Maintenance Documents means the System maintenance documents listed in Attachment 2 to this agreement.

Milestone Amount means the amount set out in the Details in relation to each Milestone Date.

Milestone Date means the dates where the works in relation to the Solar System Installation reaches the stages set out in the Details.

Owner means the party identified as such in the Details who has elected to have the Solar System Installation done at the Property.

Premises mean the premises at the address specified in the Quote.

Privacy Act means the Privacy Act 1988 (Cth).

Quote means the document titled as such which forms part of this agreement and is attached to the Terms and Conditions.

Retailer means the party identified as such in the Details, being the

- (i) provider of the components making up the solar electricity system; and
- (ii) organiser (whether through self-performance or subcontracting to an installation contractor) of the installation process to deliver the Solar System Installation to the Owner of the Property.

Site-Specific Performance Estimate means our site-specific estimate of the average daily energy yield of the System for each month, in kWh, as set out in the Full System Design.

Solar System Installation means the whole of the work described in the Details and including Variations provided for by the Contract.

STC means a small-scale technology certificate created under the Renewable Energy (Electricity) Act 2000 (Cth).

STC Incentive means the amount specified as such in the Quote

System means the solar photovoltaic system and other equipment we are to deliver and install at the Premises under this agreement, as described in the Full System Design.

System Price means the amount specified as such in the Quote.

Target Date means the date specified as such in the Quote, subject to any variation of that date in accordance with clause 7.6.

Total Price means the amount specified as such in the Quote.

Total Price Payable (including the STC Incentive) means the amount set out in the Details as amended in accordance with the Contract.

Utility Metering Setup means any upgrades, modifications or registration required by the Owner's electricity retailer for billing purposes following Installation Completion at the Property.

Terms of use

- 1 The Clean Energy Council Limited (CEC) owns all intellectual property rights in the Solar PV Sale and Installation Agreement (Agreement).
- 2 The Licensee must not remove these terms of use or any copyright statement from the Agreement.
- 3 The Agreement must only be used by a party designated by the CEC as a "Licensee" for the Agreement.
- 4 The Licensee is only permitted to use the Agreement as the basis for creating an agreement between the Licensee and its end customers for the sale and installation of solar PV equipment (Permitted Purpose).
- 5 The Licensee may tailor the Agreement for the Permitted Purpose. Use of the Agreement for any other purpose is prohibited
- 6 The Licensee must not make claims of any nature in relation to its association with the CEC, including that it is accredited, approved or endorsed by the CEC, or that it is compliant with the Solar Retailer Code of Conduct, as a result of being granted a license to use this Agreement.
- 7 If the Licensee does not accept the following, then the Licensee must not use the Agreement. The CEC has prepared the Agreement as "model" terms without the requirements of any particular supplier or supply arrangement in mind. In using the Agreement, the Licensee accepts full responsibility for:
 - (a) obtaining expert advice for the Licensee's use of the Agreement;
 - (b) compliance with all applicable laws relating to use of the Agreement and its subject-matter; and
 - (c) reflecting the Licensee's requirements in the Agreement.