

# Term & Conditions **Supply & Installation**

This Agreement is about ZECO Energy's sale to You and Installation of a System at Your Premises. Once You have accepted ZECO Energy's Quote, the terms and conditions of this Agreement apply to the sale and Installation of the System.

## The Parties

This is an Agreement between ZECO Australian Energy Solutions Pty Ltd, ABN 169 556 745 and You, the customer to whom this Agreement applies.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 Where applicable, capitalised terms in this Agreement are defined in clause 16.
- 1.2 In this Agreement, except where the context otherwise requires:
  - a) The singular includes the plural and vice versa, and a gender includes other genders.
  - b) Another grammatical form of a defined word or expression has a corresponding meaning;
  - c) A reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
  - d) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
  - e) A reference to A\$, \$A, dollar or \$ is to Australian currency;
  - f) A reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
  - g) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
  - h) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
  - i) Headings are for ease of reference only and do not affect interpretation.

## 2. QUOTE FOR YOUR SYSTEM

- 2.1 The details of the System You will purchase from ZECO Energy, including the Price, are set out in the Quote. Once You accept the Quote, You agree to the terms and conditions of this Agreement.
- 2.2 You will purchase the System from us for the Price (and will pay any Additional Costs) in accordance with the terms of this Agreement.
- 2.3 ZECO Energy has provided the price in the Quote based on all information it reasonably knows about Your Premises and the nature of the Installation required to be made at Your Premises, prior to making the Quote. This includes ZECO Energy's knowledge of information You have disclosed (for the purposes of this Agreement and Schedule, defined as a "Disclosure") or failed to disclose to ZECO Energy prior to ZECO Energy providing the Quote. Accordingly,

ZECO Energy may charge You Additional Costs in circumstances set out in clause 4 or terminate the Agreement as set out in clause 8.

## 3. INSTALLATION AND ACCESS

- 3.1 YOU Agree and allow access for ZECO to:
  - a) Attend Your Premises to undertake a pre-Installation inspection (if required) to determine the location of Your PV and/or Energy Storage System, as well as to determine whether any Additional Costs are applicable;
  - b) Complete and submit, on your behalf, the Special Connection Request form (or any other relevant form) required by the Distributor to connect Your System to the Distribution System;
  - c) Undertake the Installation; and
  - d) Arrange for Commissioning.
- 3.2 You warrant that you are registered as the owner of the Premises and/or that you have obtained all consents and approvals required for ZECO Energy to undertake the Installation, including from the owner or body corporate/owner's corporation. You indemnify ZECO Energy from and against any loss or damage it may incur if You have breached these warranties.
- 3.3 You must do all things necessary to provide ZECO Energy with sufficient access to the Premises to enable Installation.
- 3.4 If ZECO Energy requires, You must execute whatever documents are necessary to ensure ZECO Energy can install the System and arrange its connection to the Distribution System.
- 3.5 ZECO Energy will begin the Installation on the Installation Date.
- 3.6 ZECO Energy will complete the Installation in accordance with and to any standards set out in the Conditions of Installation.
- 3.7 You agree that ZECO Energy may engage a Duly Accredited Installer, chosen at its sole discretion, to undertake the Installation at Your Premises. ZECO Energy may engage the Duly Accredited Installer to exercise any of ZECO Energy's powers or fulfil any of ZECO Energy's obligations to You under this Agreement.
- 3.8 The time in which ZECO Energy has to complete the Installation in accordance with clauses 3.5 and 3.6 is an estimate only. Accordingly, ZECO Energy is entitled to a reasonable extension of time where it or the Duly Accredited Installer is or will be delayed in completing the Installation by any cause beyond the reasonable control of ZECO Energy or the CEC Accredited Installer.

## 4. PAYMENT OF PRICE AND ADDITIONAL COSTS GENERAL

- 4.1 You agree Additional Costs are payable in circumstances where:
  - a) You have made an inaccurate Disclosure and ZECO energy will incur costs beyond the Price because of that inaccurate Disclosure;
  - b) You have failed to make a Disclosure and ZECO Energy will incur costs beyond the Price because of Your failure to make that Disclosure;
  - c) ZECO Energy has obtained any other information, not reasonably available to it at the time of providing the Quote (for example, after undertaking a pre-Installation site

inspection in accordance with the Conditions of Installation), which means it will incur costs beyond the Price in order to complete the Installation; and

- d) ZECO Energy is required, for whatever reason, to install the PV System to a higher standard than the requirements set out in the Conditions of Installation. However, ZECO Energy will document and obtain Your agreement prior to the installation if any items need to be substituted from those previously agreed.
- 4.2 The Additional Costs may include, but are not necessarily limited to, extra materials or labour costs.
- 4.3 While ZECO Energy will use all reasonable endeavours to notify You of any Additional Costs prior to the Installation Date, you acknowledge that the nature of the Installation means We may not be able to do so, and You agree that ZECO Energy or the CEC Accredited Installer may notify You of applicable Additional Costs up to and including on the Installation Date.
- 4.4 However, if the Additional Costs exceed more than the originally quoted Price, You may elect to terminate the Agreement prior to Installation of the PV System. In this case, ZECO Energy will refund to You the full amount of any costs you have paid to ZECO Energy. This Agreement will terminate on ZECO Energy refunding to You those costs.
- 4.5 Payment Terms and Schedule
- 4.6 You must pay the Deposit when You accept the Quote and the instalment payments as per the quote. We will outline instalment details on the quote in accordance with the following schedule:
- a) Solar and/or Battery System Installations:
- Twenty percent (20%) deposit due upon acceptance of the Quote;
  - Balance due upon issuance of the Certificate of Electrical Safety.
- b) Electrification Installations Involving Electric Water Heating and/or HVAC Systems:
- Twenty percent (20%) deposit due upon acceptance of the Quote;
  - Fifty percent (50%) due upon completion of solar and/or battery system installation;
  - Thirty percent (30%) balance due upon completion of all works specified in the Quote.

YOU agree that all payments due under the accepted Quote shall be made in full without any deduction, withholding or set-off for any claims, counterclaims, defences or amounts allegedly owed by ZECO Energy.

- 4.7 ZECO Energy must have received the Amount Outstanding, and any applicable Additional Costs, within seven (7) Business Days after Installation.
- 4.8 Soon after the Certificate of Compliance (Certificate of Electrical Safety) is issued for the installation, ZECO Energy will forward the invoice for the accepted amount to you. After the receipt of the invoice and on or before the due date specified on the invoice, you shall pay the amount of outstanding balance to ZECO Energy.

You agree not to withhold, delay, or suspend payment to ZECO Energy by reason of minor, insignificant or non-material or outstanding issues, defects or disputes that do not affect the performance of the system.

In the event that minor or insignificant issues arise, you shall

provide written notice to ZECO Energy within three (3) days of receipt of the invoice providing the nature of the outstanding issue.

ZECO Energy will

- a) Use its best endeavours to resolve within a reasonable timeframe
- b) Provide written explanation or clarification where the resolution is not immediately or practically feasible

Notwithstanding any other provision herein, and regardless of dispute, claim or outstanding issue of any nature whatsoever, you unconditionally agree and covenant that no payment due to ZECO Energy be withheld, delayed or suspended or set-off against any actual or alleged claim, counterclaim or dispute.

For the purposes of this Agreement, minor or insignificant issues shall mean defects, omissions or non-conformities that

- a) do not impair the functionality or performance of the system or delivered service
- b) Can be remedied without substantial cost
- c) Do not pose safety or compliance risk

4.9 Where You have not paid the Amount Outstanding, and any applicable Additional Costs within seven (7) Business Days after Installation We may:

- a) Charge interest on the outstanding amount at 12% p.a. per annum calculated and payable daily, compounded from the due date until the outstanding amount is paid;
- b) Charge to you any costs that we have incurred in the collection of outstanding monies owed by You to us, including but not limited to, credit agency and/or legal collection costs and administration expenses;
- c) Cancel or suspend and further delivery of Goods to you until the outstanding amount (plus interest) is paid.

## 5. TITLE, OWNERSHIP AND RISKTE

- 5.1 Ownership of the System passes to You only once ZECO Energy has received all Price and Additional Costs for the System.
- 5.2 Until such time as You pay all Price and Additional Costs to ZECO Energy, You agree to hold the System as ZECO Energy's bailee.
- 5.3 All risk in the System passes to You on Installation.
- 5.4 ZECO's warranty obligations on both materials and workmanship commence when all monies due are paid by YOU.

## 6. ASSIGNMENT OF STC RIGHTS

- 6.1 You agree to assign to ZECO Energy all STCs created by reason of the Installation of the System.
- 6.2 You agree You will complete, execute, and return to Us ZECO Energy's Small-scale Technology Certificate Assignment Form upon the Installation of the system.
- 6.3 You agree to relinquish to ZECO Energy any further claim You may have to the perceived or actual value of the STCs.
- 6.4 You agree You will be unable to sell or assign to anyone else other than ZECO Energy any rights in the STCs which have been created by reason of the Installation.
- 6.5 You agree that ZECO Energy or the Clean Energy Regulator has the right to inspect the System within 5 years of the date of Installation to ensure compliance with legislated requirements for the creation of STCs.
- 6.6 You understand that the price quoted for your system includes the

value of STCs you agree to assign to ZECO Energy.

- 6.7 You agree that ZECO Energy can provide any personal information in this Agreement and the Small-scale Technology Certificate Assignment Form to the Clean Energy Regulator and/or any other governmental regulator as is necessary for the purpose of creating and registering STCs and other environmental rights.

## 7. ASSIGNMENT OF STC RIGHTS

ZECO Energy advisers' consumers to contact their electricity retailer to discuss the impact of installing solar on their current tariff rates. Consumers are also encouraged to shop around for solar-friendly electricity retailers to ensure they won't be penalised in other ways in regard to their electricity bill once they have a system installed. Some retailers also offer an additional incentive over and above the legislated amount; where a legislated amount exists.

## 8. ASSIGNMENT OF STC RIGHTS

- 8.1 Within ten (10) Business Days of paying the Deposit, you may terminate this Agreement. Where You terminate the Agreement in accordance with this clause, ZECO Energy will refund to You an amount equal to the Deposit.

- 8.2 You may terminate this Agreement after ten (10) Business Days of paying the Deposit, but before the Installation Date. Where You terminate the Agreement in accordance with this clause, ZECO Energy will refund to You:

- a) Any part of the Amount Outstanding You may have paid as at the date of termination; and
- b) Any part of any Additional Costs You may have paid as at the date of termination.

- 8.3 You may also terminate this Agreement and receive a full refund if:

- a) ZECO Energy is unable to complete the installation in the timeframe nominated and subject to clause 3.8.
- b) ZECO Energy does not obtain grid connection approval prior to the installation and You do not receive approval from the Distributor to connect their system
- c) The Site-Specific Performance Estimate is not provided within ten (10) Business Days of paying the Deposit and You do not consent to the information upon receiving it.
- d) The final system design is significantly different to that signed off in the original Agreement and the changes have not been signed off by You.

- 8.4 ZECO Energy may terminate this Agreement where this Agreement requires You to pay any Price or Additional Costs by a particular date and you have failed to do so. Where ZECO Energy terminates the Agreement in accordance with this clause, ZECO Energy will refund to You:

- a) An amount equal to half of the Deposit;
- b) Any part of the Amount Outstanding You may have paid as at the date of termination; and
- c) any part of any Additional Costs You may have paid as at the date of termination.

- 8.5 If ZECO Energy or its CEC Accredited Installer, acting reasonably and at their discretion, considers the Installation is unsafe or is unsuitable for the Premises, we may terminate the Agreement. Where ZECO Energy terminates the Agreement in accordance with this clause, ZECO Energy will refund to You:

- a) The Deposit; Any part of the Amount Outstanding You may have paid as at the date of termination; and

- b) Any part of any Additional Costs You may have paid as at the date of termination.

- 8.6 Where this Agreement is terminated, all rights and obligations of the parties under this Agreement are extinguished as at the date of termination.

- 8.7 Any obligation You have to pay any Price or Additional Costs under this Agreement is not extinguished until You pay the Price or those Additional Costs.

- 8.8 Where this clause 8 permits or requires You to notify ZECO Energy, You must make that notification to ZECO Energy at the email [hello@zeco.au](mailto:hello@zeco.au) or phone 03 40 50 9326. Where this clause 8 permits or requires ZECO Energy to notify You, we can make that notification using the email address or phone number You provided ZECO Energy.

## 9. GUARANTEE OF PERFORMANCE OF SYSTEM

- 9.1 ZECO Energy provides the Clean Energy Council mandated retailer's warranty period of 5 years, on the operation and performance of the whole System including workmanship and products.

- 9.2 Code of Conduct Commitment – ZECO Energy is committed to The New Energy Tech Consumer Code (NETCC) that defines standards required to protect the consumer and the industry. ZECO Energy will always act in a manner consistent with the Code.

## 10. GUARANTEES, WARRANTIES AND LIABILITY

- 10.1 ZECO Energy guarantees that the Installation will be performed in a proper and workmanlike manner. ZECO Energy will rectify any defect in workmanship on the Installation, at no further cost to You, if You notify us of that defect within 5 years of Installation. This clause does not apply where You have undertaken any work or activities (howsoever described) on or near the System which has caused or contributed to the defect.

- 10.2 ZECO Energy's liability under this Agreement is limited, to the extent that it is fair and reasonable, to:

- a) Supply and Install a replacement of the System (or relevant part of) with an equivalent system; or
- b) Enter into an Agreement with an appropriately qualified person to undertake repairs of the System.

- 10.3 Any warranty or guarantee that ZECO Energy gives to You, or is obliged by law to give to You, is void where You have undertaken any work or activities (howsoever described) which has caused or contributed to any damage, alteration or change to the System.

- 10.4 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- 10.5 Where we sell the System to you in a State of Australia, all work done under this Agreement will comply with:

- a) The Building Code of Australia (to the extent required under the Environmental Planning and Assessment Act 1979, including any regulation or other instrument made under that Act); and
- b) All other relevant codes, standards and specifications that the work is required to comply with under any law; and
- c) The conditions of any relevant development consent or complying development certificate.

- 10.6 Despite clause 10.5, this Agreement limits the liability of ZECO Energy for any failure to comply with clause 10.5 if the failure relates solely to:
- A design or specification prepared by or on behalf of You (but not by or on behalf of ZECO Energy); and
  - A design or specification required by You, if ZECO Energy has advised you in writing that the design or specification contravenes clause 10.5.
- 10.7 ZECO's warranty obligations on both materials and workmanship commence when all monies due are paid by YOU.

## 11. GST

- 11.1 In this clause 11, a word or expression defined in the A New Tax System (Goods and Service Tax) Act 1999 has the meaning given to it in that Act.
- 11.2 Where ZECO Energy makes a supply under or in connection with this Agreement in respect of which GST is payable, You will, in addition to the Price You must pay for the System, pay an amount to ZECO Energy which is equal to the GST payable in respect of that supply.
- 11.3 You need not make a payment for a taxable supply made under or in connection with this Agreement until you receive a tax invoice for the supply to which the payment relates.

## 12. PROVISION OF INFORMATION AND PRIVACY

- 12.1 ZECO Energy will comply with all relevant privacy legislation in relation to your Personal Information. If you have any questions, you can contact our privacy officer.
- 12.2 You must give ZECO Energy or the SAA Accredited Installer all information reasonably required so we can fulfil our obligations under this Agreement.
- 12.3 The information we collect may be Personal Information.
- 12.4 We will collect information from you for the purposes of supplying goods and services under this Agreement and applying for an assignment of STC rights. ZECO Energy may disclose or exchange Your Personal Information to or with our agents and contractors (such as the SAA Accredited Installer, mail houses, data processing analysts and debt collection agencies), government authorities and Your electricity distributor, where required to fulfil our obligations under this Agreement and also for any other purpose you have consented to or as authorised by law. We may use any Personal Information we hold about You, including contact details, to assess Your ongoing creditworthiness or the status of any account You have with us.
- 12.5 By accepting this Agreement, you consent to us collecting, using and disclosing your personal information as set out in this Agreement and in our privacy policy.

## 13. CREDIT ASSESSMENT

- 13.1 If required, You consent to us conducting a credit assessment of you and to using any credit related information it is permitted by law to use to establish your creditworthiness.
- 13.2 ZECO Energy collects credit related information from you and about you from related bodies corporate, public sources and third-party service providers such as credit reporting bodies and information service providers. If you do not provide us with this information, we may not be able to provide you with the information or services requested by you.
- 13.3 You acknowledge that your credit related information may be used (and disclosed to credit reporting bodies) for the purpose of assessing your creditworthiness in relation to the services that

you have applied for and managing the provision of those services to you. We will not use your credit related information for the purposes of direct marketing.

- 13.4 These credit reporting bodies include Veda ([www.mycreditfile.com.au](http://www.mycreditfile.com.au), 1300 762 207) and Experian ([www.experian.com.au](http://www.experian.com.au), 1300 784 13). We will not ordinarily disclose credit related information to foreign entities, however, may provide information to related bodies corporate or service providers that are contracted to provide credit related services to Retail. Some of these may operate offshore.

## 14. SPECIFIC EXCLUSIONS

- 14.1 If a meter board upgrade is required to ensure proper Installation and operation of the System, it is Your responsibility to coordinate, arrange and complete this upgrade with an electrician of your choice prior to the Installation Date. ZECO Energy may facilitate an introduction to an electrician for You to coordinate the meter board upgrade if You request.

## 15. GENERAL

- 15.1 This Agreement sets out the entire agreement between ZECO Energy and You in relation to its subject matter. To the fullest extent permitted by law, all implied terms are excluded.
- 15.2 This Agreement is made in the State of Australia where the relevant order was accepted, and the parties agree to submit all disputes arising between them to the courts of such state at any court competent to hear appeals therefrom

## 16. DEFINITIONS

**ZECO Energy** means ZECO Australian Energy Solutions ABN 91 169 556 745, of 6c / 148 Chesterville Road Moorabbin VIC 3189.

**Additional Costs** means any further costs not provided in the Quote which are necessary for ZECO Energy to carry out the Installation in accordance with the terms and conditions of this Agreement.

**Agreement** means this Agreement, which comprises the Quote and these terms and conditions.

**Business Day** means a day which is not: a Saturday or Sunday, or a public holiday.

**SAA Accredited Installer** means a licensed, qualified and experienced third party who we subcontract to undertake the Installation, and who is also accredited by Solar Accreditation Australia under its Solar Accreditation Scheme.

**CEC** means the Clean Energy Council Limited ACN 127 102 443, whose website can be found at [www.cleanenergycouncil.org.au](http://www.cleanenergycouncil.org.au)

**Clean Energy Regulator** means the federal government body responsible for administering legislation to reduce carbon emissions and increase the use of clean energy, and specifically, the government body responsible for administering STCs. This definition includes anybody which replaces the Clean Energy Regulator, and which assumes any of its regulatory responsibilities.

**Conditions of Installation** means the conditions on and standards to which ZECO Energy will install the System at Your Premises and which are at the Schedule of this Agreement.

**Commissioning** means the commencement of electricity generation by the System after the System configuration and Installation has been approved following any required governmental or regulatory authority electrical inspections, or any inspections required by the Distributor.

**Distributor (DNSP)** is the body who owns, operates or controls the Distribution System to which the Premises is connected, and means electricity distributor.

**Distribution System** refers to the local Electricity Distribution Network Services provider.

**Deposit** means the amount set out in the Quote.

**Full Payment** means the payment method by which you make an outright payment for the System by cash, credit card or cheque within 7 business days of installation.

**Installation** means the installation of the System at the Premises in accordance with the Conditions of Installation and this Agreement.

**Installation Date** means the date, if any, as agreed between You and ZECO Energy, as the date the Installation will begin.

**Personal Information** has the same meaning as it does in the Privacy Act 1988.

**NETCC** means the New Energy Tech Consumer Code program that is administered by the Clean Energy Council. Find out more at [newenergytech.org.au](http://newenergytech.org.au)

**Premises** means the location specified in the Quote where the Installation will take place.

**Price** means the amount set out in the Quote and is the total price payable for the PV System including Installation and comprises the Deposit and the Amount Outstanding (but excludes any Additional Costs that may become payable under the Agreement).

**Quote** means the “Quote” setting out the PV System and Price, which You will purchase from ZECO Energy and which ZECO Energy will install at Your Premises.

**Small-scale Technology Certificate Assignment Form** means the form ZECO Energy or its CEC Accredited Installer will provide to You and which You must execute in accordance with the terms and conditions of this Agreement.

**Small-scale Renewable Energy Scheme** means the federal government scheme in place as at the date of this Agreement, which permits the creation of STCs.

**Solar Accreditation Scheme** means the CEC’s scheme to accredit installers and designers of rooftop photovoltaic systems, with such accreditation allowing rooftop photovoltaic systems to be eligible to create STCs once installed.

**STC** means a Small-scale Technology Certificate, claimable under the federal government’s Small-scale Renewable Energy Scheme on installation of an eligible PV System.

**System** means the unit or system set out in the Quote which ZECO Energy will install at the Premises. System may refer to PV and/or Energy Storage (battery).

**We** (and ‘us’ and all corresponding meanings) means ZECO Energy.

**You** (or ‘your’ and all corresponding meanings) means the person named as the customer in the Quote and includes any person You either expressly or impliedly authorise.

# Schedule **Conditions of Installation**

## 1. INSPECTION

- 1.1 ZECO Energy can conduct a pre-Installation inspection at the Premises to ascertain the most suitable location for Installation and assess whether any additional services or items will be required to complete the Installation. If these services or items are necessary and will incur Additional Costs, we will advise You as soon as reasonably practicable or on the day of Installation.
- 1.2 ZECO Energy will contact you to arrange a time if ZECO Energy deems a pre-Installation inspection is necessary.
- 1.3 You must be present during pre-Installation inspection, the Installation and any required governmental or regulatory authority Electrical inspections.
- 1.4 ZECO Energy may charge a pre-Installation inspection fee in some circumstances

## 2. WHAT INSTALLATION INCLUDES

- 2.1 Subject to clause 3 of this Schedule, the Installation includes:
  - a) The installation of the System at the Premises in accordance with manufacturers' guidelines;
  - b) The arrangement for any necessary metering configuration or alterations (see clause 12 meter configuration);
  - c) Design of the System to the standard required by any relevant governmental or regulatory authority, the Distributor and the Clean Energy Council;
  - d) The delivery of the System components to the Premises;
  - e) The supply and installation of a mounting base for the PV System or a tilt frame if You require a tilt frame or have ordered a tilt frame;
  - f) Installation on a roof with roof pitch between 0 and 30 degrees or a steep roof if You have made a disclosure to ZECO Energy that You have roof with pitch greater than 30 degrees;
  - g) Installation on a single storey roof or a double storey roof if You have made a Disclosure to ZECO Energy that Your Premises are double storey;
  - h) Installation on a concrete tile roof or a terracotta tile roof if You made a Disclosure to ZECO Energy that Your Premises is concrete or has terracotta tiles;
  - i) Installation on a corrugated iron, Colorbond or kliplock roof if you have made a Disclosure that your Premises has a corrugated iron, Colorbond or kliplock roof;
  - j) The supply of up to 25 metres of electrical cabling (20m DC cabling and 5m AC cabling) between the solar panels, inverter / battery and switchboard;
  - k) Installation of the Energy Storage System (battery) in a suitable location as specified by the manufacturer
  - m) Testing of the System after Installation (in accordance with clause 4 of this Schedule); and

The provision of instruction on the basic operation of the System (in accordance with clause 5 of this Schedule).

## 3. WHAT IS EXCLUDED FROM INSTALLATION?

- 3.1 Installation does not include:
  - a) Gaining, on your behalf, any approvals, consents or permits from any person unless otherwise stated;
  - b) The supply and installation of tilt frames if your Installation does not include tilt frames in the Quote;
  - c) Supply of more than 25 metres of electrical cable;
  - d) Rectification of any deficiencies in existing electrical supply;
  - e) Installing or upgrading a safety switch;
  - f) Installing or upgrading a switchboard;
  - g) Installing or upgrading a meter panel board;
  - h) Any other required work to ensure that, prior to installation of the System, the Premises comply with electricity standards imposed by law;
  - i) Work that is required where safe and unhindered access is not provided;
  - j) Trenching or excavation;
  - k) Installation on buildings other than existing single or double storey homes or outbuildings that meet the conditions specified in clause 11 of this Schedule;
  - l) Provision and payment of special equipment, if required (see clause 11 special equipment);
  - m) Removal of asbestos or the costs of an investigation to determine whether asbestos is present;
  - n) Installations on homes with unsuitable or unsafe roofs; and
  - o) Re-wiring for dedicated controlled loads.
- 3.2 We have no obligation to carry out any of the work that is excluded from the Installation.

## 4. TESTING

- 4.1 After Installation, ZECO Energy will test the System to confirm compliance with the manufacturer's specifications and to ensure the System is fully operational

## 5. OPERATING INSTRUCTIONS

- 5.1 On the day of testing the System, ZECO Energy will instruct you on its basic operation and provide you with the System Manual for the safe operation of the System.

## 6. PRE-INSTALLATION APPROVALS

- 6.1 It is Your responsibility to obtain relevant approvals, consents, and permits from any governmental or regulatory authority prior to Installation unless otherwise stated.

## 7. COMPLIANCE WITH ELECTRICAL STANDARDS

- 7.1 It is Your responsibility to ensure that the Premises comply with electricity and electrical standards imposed by law prior to Installation.

7.2 If the Premises do not comply with these standards, You must to rectify the fault at Your cost. The type of works You (or someone authorised to do that type of work, such as an electrician) may need to carry out to ensure compliance, may include, but are not limited to:

- a) Rectifying deficiencies in existing electrical supply;
- b) Installing a safety switch;
- c) Upgrading a switchboard;
- d) Upgrading meter panel board;
- e) Additional works where there is insufficient room in the meter box for new or upgraded metering equipment for the measuring of exported electricity; or
- f) Works to the meter box where a meter box is non-compliant.

## 8. ACCESS

8.1 You must ensure that ZECO Energy and the SAA Accredited Installer has all necessary and safe access to the meter box, switchboard, inverter location and roof where the PV System is to be mounted during any pre-Installation site inspection and/or installation.

8.2 If you think that access may be difficult, please inform ZECO Energy as soon as possible.

8.3 You must ensure that the Distributor and any relevant governmental or regulatory authority has all necessary and safe access to Your meter box, switchboard, inverter location and roof where the PV System is to be mounted.

## 9. REQUIREMENTS FOR ROOF AREA

9.1 The roof area must be safe, structurally sound and large enough to accommodate the size and weight of the PV System and mounting base/frames.

9.2 The roof area should ideally have suitable north, north east or north-west aspect. Roofs facing in other directions may result in reduced output of Your PV System

### 9.3 RESTRICTIONS ON INSTALLATION

9.4 Installations are only available to existing single or double storehomes. Due to workplace health and safety obligations:

- a) Installation may not be possible on double storey homes where Installation is required close to the edge of a roof or where there is a drop greater than 6m;
- b) Installations may not be possible on steep roofs (including here roof pitch is between 30 to 45 degrees); and
- c) Installation is not available to homes with slate or asbestos roofing.

## 10 OUTBUILDINGS

10.1 ZECO Energy will only install the System on an out-building not connected to Your house if the following conditions are met:

- a) A compliant switchboard is installed;
- b) Electrical cables are not exposed or overhanging between the outbuilding and Your house;
- c) Necessary electrical upgrades have taken place; and
- d) A pre-installation site visit has taken place.

## 11. SPECIAL EQUIPMENT

11.1 Special equipment may be required to lift/move solar panels to the desired location for Installation, or to install solar panels where roof pitch is between 30 to 45 degrees. This may include whatever machinery is necessary to enable Installation. ZECO Energy will inform You of any Additional Costs required for special access equipment either in the Quote or on the Installation Date.

## 12. METER CONFIGURATION

12.1 Meter configuration timelines are dependent on DNSP and retailer processes; we cannot control delays.

12.2 Our work is complete once applications and documentation are submitted; final meter approval is controlled by the DNSP and retailer.

12.3 We will configure the system only according to the DNSP-approved export limit. System export limits are determined by the DNSP.

12.4 We are not liable for reduced export, feed-in tariffs, or system performance caused by DNSP/retailer limits or curtailment.

12.5 There is no guarantee that the system will export at a specific rate or match previous export capacity.

12.6 Compliance testing must be passed before meter configuration; delays from testing are not our responsibility.

12.7 Customer is responsible for ensuring their energy retailer receives and processes all required documents.