

TERMS & CONDITIONS:

S R GLOBAL PTY LTD (trading as THINK & GROW RENEWABLE)

Introduction - Who does this agreement apply to?

This agreement is between

- **THINK & GROW RENEWABLE** (ABN 45 617 058 858), referred to as “we” or “us”.
- the customer named in the Quote, referred to as “you”.

This agreement is made up of:

- these Terms and Conditions; and
- the Quote attached to these Terms and Conditions.

The agreement covers:

- 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
- delivery and installation of the System at your Premises

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

- signing and posting or delivering the Quote to our address as set out in the Quote.
- signing, scanning, and emailing the Quote to our email address as set out in the Quote; or
- 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)

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

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

This agreement ends when we have finished installing and commissioning the System unless you or we end it earlier in accordance with its terms. If we have delivered and installed the System, then after the agreement ends the guarantees and related terms.

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 NETCC 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.

GOODS DELIVERY - For the design, provision, installation, and commissioning of a Grid-Connected Solar Power System, you have agreed to pay **Think and Grow Renewable** the specified amount. The equipment listed in the quote document will be included in the system. If any of the quoted equipment is not available, we have the right to install equipment of comparable quality after consulting and agreeing with the customer. You will be entitled to a complete refund of any money you spent if you object to the usage of these comparable components.

DEPOSIT- A (30 %) deposit of the total quoted amount is required when accepting the quote, as specified on the quotation. Should you decide to terminate the agreement (before we begin work at your property), and if there are significant changes to:

- a) the proposed framework components i.e. system design (due to site conditions)
- b) the scope of works requiring additional expenses incurred by you (due to site conditions),
- c) expected timeframe before installation,
- d) or if your Electricity Distributor refuses to accept our application to install a solar system at your property, you may be entitled to a full refund of your deposit.

If **THINK & GROW RENEWABLE** decides to cancel the contract before the job has been started, your deposit will be fully refunded. If you choose to end the signed contract without any good reason (after cooling off period), then

TERMS & CONDITIONS:

THINK & GROW RENEWABLE reserve the right to hold **50 percent** of the deposit made. In case client wants the system on a particular location then agreed in the initial quotation, extras will be charged to the client and if client is in case client is not approving the extra work TGR reserves the right to cancel the job and hold the deposit amount equivalent to initial expenses incurred to **TGR (Delivery & Installation team Travel etc)**.

Preapprovals: Grid Connection Approval:

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

- make the application as soon as possible!
- keep you updated on the progress of the application.
- respond, within a reasonable period, to any information or other requests from the distributor; and
- promptly give you notice of the outcome of the application.

Your purchase of the System is subject to Grid Connection Approval being granted. If Grid Connection Approval is refused, then this agreement will end, and we will give you any refund. 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. You must apply for these approvals, permits and consents as soon as possible. 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.

PAYOFF - On the day of installation, the balance invoice will be issued. **THINK & GROW RENEWABLE** will retain ownership of all goods provided until the balance is paid in full. If you do not pay the final amount specified within seven working days of the due date, **THINK & GROW RENEWABLE** may take legal action to recover the owed money and/or goods. According to Energy Safe Victoria regulations, the solar system will be turned off and the monitoring system (if applicable) will not be installed until a Certificate of Electrical Safety is issued. On the day of installation, full payment is still required.

INSTALLATION OBLIGATIONS - The installation site must be prepared in accordance with our contract and guidelines. This encompasses clearing the area around the inverter and making the internet connectivity for final completion and setting up the monitoring system (if included). If the setup is located on a tiled roof, the customer must have 15 spare roof tiles on hand (or more if the tiles are very brittle), as some could be broken during the setup. If your roof is in poor condition (**e.g., old and/or brittle terracotta tiles**), **THINK & GROW RENEWABLE** may send out a contracting company to assess its suitability for the installation of solar system before proceeding with the installation. The deposit will be returned in full, but we reserve the right to keep up to a \$150 inc. GST roof evaluation fee if the roof is assessed to be non-viable and the solar installation cannot go forward. Objects that the customer agreed to remove (such as antenna arrays, grasslands, heating / cooling or solar hot water systems) must be removed prior to the day of mounting. If the site conditions are deemed unsuitable or in violation of the agreement, we may be required to return later, incurring additional call out charges. TGR is installing the system and liable to install the system in fully functional capacity and make sure the design is in lines with NETCC & Solar Victoria regulations and all the necessary changes has been communicated to the customer.

HANDOVER AND REPRESENTATION - We require your presence on the day of installation and/or commissioning so that the technician can demonstrate you how and where to safely turn off and, on the system, how the system works, and to review and sign all required documents. The client or a duly authorized must also be available on the date of installation to affirm the corresponding equipment and infrastructure locations of the firmware, inverter, switchboards, as well as to assist our team in identifying possible issues. If the customer is unable to attend, or if the designated site member is unable to provide necessary support, the client may be billed for a supplementary site visit to accomplish the works on a different day.

Battery Energy Storage System (BESS): The Client acknowledges and agrees that the installed battery system may not always be fully charged from the solar PV system, as charging levels depend on household energy consumption, solar generation, weather conditions, and other external factors. The battery may also draw power from the electricity grid where required. Different electricity retailers have their own mechanisms and policies regarding grid charging, and the Client is responsible for liaising directly with their retailer for such matters. Think & Grow

TERMS & CONDITIONS:

Renewable (TGR) is responsible solely for providing and installing the battery equipment and does not guarantee full or continuous charging of the battery from solar generation. The Client understands that the system is designed for dual charging (from both solar and grid sources) and that overall performance is subject to multiple variables outside TGR's control.

ONLINE MONITORING SERVICE - Several device offerings can submit data and information to an online platform that **THINK & GROW RENEWABLE** and/or the customer may access. **THINK & GROW RENEWABLE** will monitor and analyse your system for the period of the 10-year installation warranty period if stipulated in the contract and provided the conditions below are met. This document states the type of tracking system and data network connection (Wi-Fi, hardwired data cable, or SIM dongle) (if any). If no other details are specified in this agreement, assume that no monitoring or communication device is included in the planned works. Please keep in mind that a data connection via hardwired ethernet (data cable) between the monitoring device (usually the inverter) and your modem/router, or via a SIM dongle, may be more efficient and trustworthy than a Wi-Fi connection. While the **THINK & GROW RENEWABLE** advisor and installer will make every attempt to locate and select the most suitable data connection option for your needs, customer contribution is expected to choose the most appropriate and we are not liable for the strength or serviceability of your site online connection and/or Wi-Fi signal. **THINK & GROW RENEWABLE** is not responsible for the internet or data connection's maintenance. When a hardwired data link is chosen, a router with spare ethernet ports and appropriate access points or cavities for the cable to run through it are required. If a SIM dongle is opted, it is the customer's responsibility to evaluate the signal strength at the installation site before proceeding, and it may also be their obligation to frequently renew data plans (if any) following installation.

We reserve the right to charge a call out fee if we are asked to return to the site to resolve an issue that is adjudged to be beyond **THINK & GROW RENEWABLE'S** control. Please take into account that if the monitoring program is unable to appropriately or continuously report data due to the type or reliability of the data plan, we reserve the right to disconnect the system from our system alerts platform and halt remotely monitoring your system until you have re-established an appropriate connection and notified us that you desire that we reinstate the remote tracking service.

UNANTICIPATED ISSUES - Unexpected problems could occur after the installation has begun. While we make every attempt to locate any issues before the installation date, some difficulties cannot be physically outlined until we begin to work on your electrical switchboard(s), electrical connections, and homes. In these exceptional situations, we request for your perseverance and willingness to consider/accept reasonable modifications or additions to the price quoted. Typically, such variations involve switchboard work to increase capacity, resolve existing electrical faults, or enhance building wiring. With most cases, the aim is to bring your switchboard up to safety management practices so that you can receive a Certificate of Electrical Safety. Before proceeding, our installer and/or consultant will contact you to explain alternative approaches. We reserve the right to cancel the job if our team detects serious risks or concerns such as asbestos, switchboard issues, electrical faults, or building structural deficiencies. We are additionally not liable if your system breaks down due to variations in voltage and frequency in the power provided from the grid by your power distribution corporation, as stipulated in the applicable statutory guidelines (i.e., if the voltage from the grid is too high or low).

CERTIFICATE OF ELECTRICAL SAFETY [CES] - In addition to being executed by a knowledgeable and certified electrical contractor, all installations are inspected by a third-party independent electrical inspector who issues a Certificate of Electrical Safety once the system is declared to have met all essential requirements. **THINK & GROW RENEWABLE** will have organised the inspection, and we will do everything feasible to complete it within 15 working days. **THINK & GROW RENEWABLE** is not liable for the scheduling of this inspection, nor is **THINK & GROW RENEWABLE** responsible for any shortfalls in power production whereas the system is awaiting inspection.

GOVERNMENT REBATES - Renewable Energy Certificates (RECs) are quite an extensive term that embodies both Small-scale Technology Certificates (STCs) and Large-scale Generation Certificates (LGCs). The RECs will be referred to as STCs in this quotation. Solar Photovoltaic (PV) systems that are installed on a residential or commercial

TERMS & CONDITIONS:

property could be qualified for transferrable certificates. STCs are given to all qualified solar systems that have less than 100kW of power generation. The quantity of certificates currently offered to each system varies according to where it is installed. STCs have a market trading value that tends to vary as according to demand and supply factors.

THINK & GROW RENEWABLE provides the STC provision as a point of purchase price reduction on all qualified renewable energy systems we deliver and install. By presenting this as a point-of-sale price reduction for your simplicity, we require that after the installation, you 'surrender' all the created STCs to **THINK & GROW RENEWABLE** so that we can retrieve this price. **THINK & GROW RENEWABLE** guarantees the individual certificate amount charged once your agreement is approved and signed. **THINK & GROW RENEWABLE** reserves the right to alter the final payment if the number of STCs the system is eligible for changes (for example, due to installation postponement). Conversely, you can forego **THINK & GROW RENEWABLE's** point of sale discount and instead contact a registered agent, who will arrange their formation and sale on your behalf. STCs can be observed on the Clean Energy Regulator's website at <http://www.cleanenergyregulator.gov.au/RET>.

Backstop Mechanism (Applicable for Solar): TGR (**Think & Grow Renewable**) facilitates solar system installations, but the final grid connection is subject to approval by external authorities such as energy distributors, retailers, and regulators. As multiple stakeholders are involved, the grid connection timeline is beyond TGR's control, and delays may occur due to the Backstop Mechanism or other external factors. TGR is not liable for any delays, financial losses, or inconveniences arising from these processes, and clients should direct any inquiries to their relevant energy provider or regulatory body. Multiple states have introduced the Backstop mechanism to curtail the total export amount to the grid, and their systems can delay the grid connection process significantly in some instance, as TGR is not responsible for this loss, hence TGR will not be held responsible for any delays. More information can be reviewed here: <https://www.energy.vic.gov.au/households/victorias-emergency-backstop-mechanism-for-solar>.

Solar Victoria also offers eligible customers price reductions and loans for solar power, solar hot water. While **THINK & GROW RENEWABLE** would provide general guidance on qualifying criteria, w.

we do not evaluate your request; only Solar Victoria can verify your enrolment. Should you be found to be unqualified by Solar Victoria, or if you are found to be eligible for a different dollar amount of rebate / loan than mentioned on the quotation (for instance, if the Government changes the dollar amount offered), the quotation is instantly invalid because we implemented the Solar Victoria 'Solar Homes' rebate as a Point-of-Sale price reduction on a quotation. You will then be presented with the choice of receiving a complete refund (if any deposit had been paid) or an amended quotation. Please keep in mind that the Solar Victoria process is time-consuming and that you must log in to the Solar Victoria Website once you've obtained your login credentials. The failure to complete this action within the specified period will end up causing installation delays. Please visit www.solar.vic.gov.au for further information. Solar Victoria rebates are provided to the eligible customers and it's the customer responsibility to provide correct eligibility information while making the contract in terms of financial eligibility requirement and previously installed solar system, as stated by the Solar VIC, the rebate is eligible for household income less than AUD 210,000 and the house shouldn't have a system installed after 2009. For any false or misleading information provided to attain rebate can nullify the rebate eligibility from Solar Victoria and TGR will need to charge the rebate amount to the customer. As per the Solar Vic terms and conditions old system removal doesn't satisfy the criteria for the rebate eligibility. It's the responsibility of the client to make sure that they have provided the QR Code received from the Solar Victoria to the installer on the day of installation or email us before the installation so we can provide it to the installer while installation, customer is getting benefit of the Solar Victoria rebate and in case QR code hasn't been provided by the client, they are liable for the payment of remaining dues of rebates and loan.

SYSTEM DESIGN AND PERFORMANCE - The level of energy produced by your system is determined by a variety of variables, including the amount of sun, obscuring from tree branches and other objects, the hardware type selected, and the placement of the solar panels. **THINK & GROW RENEWABLE Solar** will instal the system in such a location that provides the maximum your power generation, however the impact of shadows and other attributes might not be precisely known until after installation, which is why we require the customer to assist us with considerable diligence in constructing the most ideal solar system roof layout. Our figures for energy output are derived from a system facing a typical directions and inclination, as displayed on the Performance page. If your Solar system is

TERMS & CONDITIONS:

situated outside these parameters, **THINK & GROW RENEWABLE** will inform you of any anticipated power loss. Designers cannot assure the energy capacity figures provided; they are only projections. Approximations are made using tested figures acquired from the Clean Energy Council and predicated on BoM information. If you do not consent to the location full process performance and design estimate after receiving the data, you have the entitlement to a full refund. Please consider that if panels are placed at an inclination angle of 10 degrees or less, they may need to be kept clean recurrently.

INSTALLATION OF NEW METER - In certain cases, a Solar Power system necessitates the installation of a brand-new meter. Your energy Retailer and Distributor are liable for this 'bi-directional' electric meter. **THINK & GROW RENEWABLE** will send the new electricity meter request but cannot be held liable for the task or the timeframe of the metre installation. In some instances, your new system might not be in the 'on' position until the new metre is installed. This is typically only the case with some pre-existing digital metres.

METER CONSOLIDATIONS - In some cases, your house may have more than one metre distributing electricity to your home. This may be the case if you have dedicated loads such as electric hot water, electric underfloor heating, or other loads that generally run during 'off-peak' times. Your Electricity Distributor may request that the electricity metres at your property be 'merged' once your solar system has been installed and we have submitted the required documentation to the power authority (if multiple meters are present). This entails the Distributor dispatching a truck (a "Truck Appointment") to remove one or more metres, which must be carefully organised with the presence of an A-Grade electrical contractor to complete electrical work, including switchboard consolidation, so that all electrical loads at the property are supplied by the single remaining metre. Our team makes every attempt to discover whether you have numerous metres on the property prior to the installation, we are unable to ensure that your Distributor will request or enforce metre consolidation. Meter integration tasks are not included in the proposal, and therefore, **THINK & GROW RENEWABLE Solar** is not subject to liability for any charges or service interruptions in accomplishing final 'grid connection.' Please contact our team before the installation if you have any questions or concerns.

WARRANTIES - THINK & GROW RENEWABLE will provide a standard minimum 5-year retailer warranty on the operation and performance of the whole PV system, which include products. Moreover, **THINK & GROW RENEWABLE Solar** will assume accountability for any defects caused by defective workmanship that emerge within 10 [ten] years of installation: our "5-year installation warranty." This warranty is in addition to the guarantees required by Australian Consumer Law and therefore cannot be excluded. **THINK & GROW RENEWABLE SOLAR** is not mainly accountable for any existing defects or flaws in the equipment or materials at the project location, or malfunction caused by any existing failures, such as roof leaks caused by existing structural damage. If **THINK & GROW RENEWABLE** discovers any pre-existing abnormalities or potential issues with the premises, we will immediately inform you before proceeding with the installation. Non-essential servicing, panel cleaning, or external impacts such as damage, unapproved alterations or modifications to installation, and environmental conditions are not covered by our warranties.

Please take note that your warranty would be void solely if the work is performed by an unqualified, unskilled, or inexperienced technician. **THINK & GROW RENEWABLE** commits to assisting in the resolution of any issues resulting from the failure of provided materials [inverters, panels, etc.] that occur within the warranty periods of those components. If **THINK & GROW RENEWABLE** needs to send a technician to your home for an alleged fault that is not protected by the warranty, we reserve the right to charge a call-out fee (typically \$100 p/h incl. travel time).

THINK & GROW RENEWABLE is not liable for any loss or harm to your property, or to any parts of the system, caused by a situation beyond our control, such as lightning strikes or flooding.

SMALL SCALE TECHNOLOGY CERTIFICATES (STC'S)- To encourage the use of renewable energy, the Australian Government provides incentives called small-scale technology certificates (STCs). Individuals or businesses can earn STCs when they install eligible small-scale renewable energy systems. Think & Grow Renewable provides the STC's discount on the point of sale for all systems under 99 kW, for Think & Grow Renewable to claim the discount offered during the sign-up process, we need to maintain the documentation including the evidence of installation, COES and

TERMS & CONDITIONS:

the duly signed STC form, it's the customer's responsibility to sign the STC form when prompted by the installer or admin team, otherwise customer will responsible to pay the discount amount to TGR.

PRIVACY - You agree to provide personal information regarding you and information about your property for us to provide you with the services described in this quote, and you agree that we may:

- collect, monitor, and store information to provide you with services.
- disclose information (including personal information) to you and third parties who help us provide services to you.
- disclose personal information to suppliers who require access to personal information for us to provide and supply services to you.
- use personal information gathered from the services to market products and services to you!
- keep and use data in accordance with these Terms and Conditions or as otherwise permitted by law!

We may also utilize and obtain non-personal aggregate, empirical, and other unidentified details (including location information) to provide services to various 3rd service suppliers, for scientific purposes, to help us improve and expand our assistance, and to establish current and future facilities and capabilities, as well as for other specific purpose of our business and the **THINK & GROW RENEWABLE** Group. We may share accumulated, or summary, non-personal data with partners or other 3rd parties (this is a customary online practice). For example, we may provide a count of users from a specific area or use statistics to develop and improve some products. Unless you otherwise agree, we will always ensure that any personal information has been removed before aggregate information is provided to third parties or partners. Except if you agree otherwise, we will always guarantee that any private details have been deleted before supplying accumulated information to third parties or partners.

MARKETING - You agree that we may consult you for an indefinite period with marketing and information about their products and services, discounts, special offers, contests, and post cards to special events, unless and until you opt out of receiving these communications. You agree that any contact information you provide will be used for these communications, including contacting you by post, phone, email, and SMS. If you wish to opt out of receiving these communication systems at any time, you could do so at any time.

COMPLAINTS - Making a complaint:

If you have a complaint relating to the System, its installation, or this agreement generally, you can make a complaint to us by:

- calling us on our telephone number as set out in the Quote; or
- giving us written notice of this, by post or email.
- 21 business days is the timeline for the first information release or initial checkup by TGR.

Special Notes:

In case client is asking for the system checkup and upon installer visit no installation or equipment related issue is identified, client must bear the cost of the installer visit. Standard Metro cost is \$200 + GST. For Regional it would be (200 + \$2/km (From CBD)) + GST. In case installation or product related cost is identified, TGR will be handling the matter with relevant stakeholders.

We will handle your complaint in accordance with our standard complaint's procedures. If we have volunteered to be bound by the NETCC 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 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:

1. ACT: Office of Regulatory Services (Phone: (02) 6207 3000)
2. NSW: Fair Trading (Phone: 13 32 20)
3. NT: Consumer Affairs (Phone: 1800 019 319)
4. QLD: Office of Fair Trading (Phone: 13 74 68)

TERMS & CONDITIONS:

5. SA: Consumer and Business Services (Phone: 13 18 82)
6. TAS: Consumer Affairs and Fair Trading (Phone: 1300 654 499)
7. VIC: Consumer Affairs (Phone: 1300 558 181)
8. WA: Consumer Protection (Phone: 1300 304 054)

GENERAL: NOTICES - 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.

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. Neither party can assign its rights nor novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed. We may sub-contract any of our obligations under this agreement to a third party, provided that if we sub-contract any obligations we will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement 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 we will be liable to you for the acts and omissions of our subcontractors, as if these acts and omissions were our own; and our obligations in relation to the design or installation of the System can only be sub-contracted to a SAA-Accredited Installer. This Agreement can only be amended in writing signed by both parties. 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. 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. 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.

THINK & GROW RENEWABLE DECLARATION:

TGR is the signatory of NEW ENERGY TECH CONSUMER CODE (NETCC) and SOLAR VICTORIA terms & conditions, being a provider of services, we declared that all the services and installation as per the guidelines of the above-mentioned authorities and customer will be notified in writing for of any relevant change in their system price, design, installation, and warranties.