



SUPPLY AND INSTALLATION AGREEMENT

Ingenero
&
(Householder)

SUPPLY AND INSTALLATION AGREEMENT

Key element	Description
Date of this document	
Supplier	Ingenero Pty Ltd ABN 11 128 563 468 [Ingenero]
Householder	[You]
Your property	
Purchase Price (Inc GST)	
Amount Payable, being the Purchase Price (Inc GST) less the Grants Value	
Grants Value - the anticipated value of Government grants, credits, rebates or environmental rights (including renewable energy certificates) arising from the purchase or installation of the Solar Assets that you are to assign to Ingenero.	
Promotional Discounts (Inc GST)	
Deposit (Inc GST)	
Customer/Order ID	
Solar Assets	as set out in Schedule 1.
Terms & Conditions	You agree to accept the current General Terms & Conditions applicable to the Agreement. (see our website – http://solace.ingenero.com.au/sites/default/files/Ingenero Residential - General Terms and Conditions.pdf)
Acceptance	You agree to be bound to this Agreement by one or more of the following: (a) emailing this Agreement duly completed and executed to Ingenero (b) signing this Agreement and sending it to Ingenero (c) calling Ingenero and digitally recording your Acceptance and agreeing to be bound by this Agreement and Ingenero will send you a confirmation.
Finance	(a) Is this Agreement subject to finance? Yes/No (b) If this Agreement is subject to finance, then the parties agree that clause 6.6 of the General Terms and Conditions apply.



SUPPLY AND INSTALLATION AGREEMENT

Execution

Signed By the Householder:

Signature

Signature

Name in Block Letters

Name in Block Letters

Signature of witness

Signature of witness

Name in Block Letters

Name in Block Letters

Signed by Ingenero:

Signature of Authorised Representative

Name in Block Letters

Title



SUPPLY AND INSTALLATION AGREEMENT

Schedule 1: Solar Assets

Insert description of Solar Assets here, covering:

The Solar Assets selected by you comprise the following:

(i) [transaction-title]

1. Solar Assets

- 1.1 You agree to buy the Solar Assets from Ingenero and arrange for Ingenero to install the Solar Assets at your property on the terms of this Agreement and you agree to be bound by this Agreement on and from Acceptance.
- 1.2 Ingenero agrees to install the Solar Assets on your property in a good and tradesmanship manner and be bound by this Agreement on and from Acceptance.
- 1.3 Ingenero reserves its right to terminate this Agreement for any reason within 5 business days of Acceptance.

2. Purchase Price and Amount Payable

- 2.1 You will pay the Deposit to Ingenero on or forthwith after Acceptance.
- 2.2 The Deposit is forfeited to Ingenero if this Agreement is terminated as a result of your default.
- 2.3 The balance of the Amount Payable (less the Deposit) must be paid to Ingenero on or before the day of installation of the Solar Assets at your property.
- 2.4 The Parties acknowledge that the Purchase Price was based on information and details (Information) supplied by you to Ingenero. If either party ascertains that the Information was inaccurate then you agree that the Purchase Price may be adjusted up to an amount of 5% to allow for such variation without the parties agreeing to a new Agreement. If the Information was inaccurate to such an extent that the Purchase Price should be adjusted by more than 5% then the parties will need to agree to such a change and in the absence of such agreement either party may terminate this Agreement by giving 5 days written notice to the other party.

3. Authority to Install

- 3.1 You authorise Ingenero:
 - (a) to install the Solar Assets at your property; and
 - (b) to connect the Solar PV Unit to the electricity grid (or to arrange for, or authorise, the connection of the Solar PV Unit to the grid).
- 3.2 You warrant that you own your property and that you have full authority to accept this Agreement. You must ensure that Ingenero has sufficient access to your property at the times it may reasonably require in order to install or remove the Solar Assets. If, during the process of installation, some or all of the Solar Assets are affixed, attached or secured to land or premises at your property, the goods are deemed not to be a fixture and may be removed by Ingenero at any time in accordance with this Agreement.
- 3.3 You must sign all documents and take all action Ingenero requires to install the Solar Assets and, in the case of the Solar PV Unit, the connection of the Solar PV Unit to the electricity grid.

4. Authority to Remove on Termination and Costs Payable on Termination

- 4.1 If this Agreement is terminated because of your default, Ingenero may remove the Solar Assets from your property if any amount remains due and payable to the Ingenero under this Agreement 15 days after the date of termination.
- 4.2 The proceeds from any sale of Solar Assets (net of the cost of their removal and sale) may be set off against any amount due from you to Ingenero under this Agreement.

- 4.3 If you list or sell your property after Acceptance and there is money payable by you to Ingenero, then you agree that such money outstanding is secured over your property and Ingenero is entitled to lodge a caveat over the title of your property.

5. Ownership and Risk

- 5.1 Ownership of Solar Assets on your property passes to you after you have:
 - (a) paid the Amount Payable in full to Ingenero; and
 - (b) completed any documents, or taken any action, Ingenero requires under this Agreement.
- 5.2 Risk in respect of the Solar Assets passes to you when they are installed at your property.

6. Government Rebates, Finance and Environmental Rights

- 6.1 Ingenero does not warrant that you will receive any grant, rebate, credit, other benefit or be entitled to create the environmental rights which you request for your property.
- 6.2 You authorise Ingenero to sign and apply for any grant, rebate, credit or other benefit (including renewable energy certificates) in your name and to receive payment of that grant, rebate or benefit on your behalf. You or Ingenero must sign all documents and take all action Ingenero requires in order for Ingenero to obtain the benefit of the full amount of the Grants Value.
- 6.3 If Ingenero does not receive the benefit of the full amount of the Grants Value for any reason whatsoever, you must pay the amount of the shortfall within 21 days of Ingenero notifying you of that amount.
- 6.4 Ingenero has no responsibility if you are ever required to repay the grant, rebate, credit or other benefit to a government authority.
- 6.5 You must sign the forms required to assign the benefit of any environmental rights included in the Grants Value to Ingenero.
- 6.6 If this Agreement is subject to finance including but not limited to a loan from the government then the following provisions will apply:
 - (a) you must notify and provide all relevant documentation to Ingenero of the details of your application for Finance;
 - (b) you and Ingenero agree to use all reasonable endeavours to obtain the approval of the Finance as soon as possible;
 - (c) you and Ingenero must keep each other fully informed of the progress of the Finance application;
 - (d) if the Finance is approved, then this Agreement will be unconditional;
 - (e) if the Finance is rejected, then you agree to allow Ingenero to appeal the decision. If the decision to reject Finance is not reversed within 30 days of notification, then this Agreement is voidable at your option.

7. Termination

- 7.1 Ingenero may terminate this Agreement if you fail to comply with its terms.
- 7.2 You may elect not to buy the Solar Assets if they are not installed at your property within 120 days after the date of this Agreement.

7.3 If you cease to own your property before the installation of the Solar Assets is complete, Ingenero may terminate this Agreement. If so, you will forfeit the Deposit to Ingenero.

7.4 If you notify Ingenero in writing of your decision to terminate this Agreement pursuant to these Terms and Conditions then your Deposit will be refunded to you within 30 days of receipt of such notification and the Solar Assets can be used by Ingenero for another customer.

8. Failure to Pay

8.1 If you fail to pay any amount that is due and payable under this Agreement, interest accrues at the rate applicable to judgment debts in the Supreme Court in Queensland on the amount outstanding until paid.

8.2 You will also have to pay Ingenero any costs associated with recovery of the unpaid amount (including, but not limited to, legal costs).

9. Ingenero Warranties

9.1 Ingenero warrants that once the Solar Assets are installed, the installation will comply with all relevant Australian standards or, where they do not exist, with the relevant international standard and with all relevant codes of practice, building codes, local government and legislative requirements in place at the time of installation.

9.2 Ingenero will repair at its cost any damage to your property that is caused in installing the Solar Assets provided that you notify Ingenero of that damage within 3 months after installation.

9.3 Ingenero warrants solar power products for ten (10) years and solar hot water and heat pump products for five (5) Years. Full details and exclusions are available from the Ingenero website at www.ingenero.com.au.

10. No Guarantee of Performance

10.1 The performance of the Solar Assets is subject to a number of variable factors including but not limited to the number of hours of sunlight, cloud cover and weather patterns, the location of the Solar Assets and the location of surrounding structures and flora.

10.2 Ingenero will use its best endeavours to install the Solar Assets in a position that is likely to maximise the performance of the Solar Assets.

10.3 Ingenero does not guarantee the performance of any Solar Assets and accepts no responsibility if the performance of any Solar Assets is lower than anticipated. This clause does not affect or diminish the manufacturer's warranties in relation to the Solar Assets.

11. Exclusion of Warranties and Liability

11.1 Ingenero does not make any representations or warranties to you in connection with any Solar Assets or their installation, except for those warranties set out in this Agreement and those warranties which cannot be excluded from this Agreement.

11.2 To the extent permitted by law, Ingenero's liability for breach of any express or implied condition or warranty is limited to the repair or replacement of the relevant Solar Assets.

11.3 To the maximum extent permitted by law, Ingenero has no liability to you for breach of this Agreement other than as is set out in the preceding paragraph and, in particular, Ingenero has no liability to pay any damages or compensation for breach of this Agreement.

12. GST

12.1 The Purchase Price includes applicable GST. If a Supply under this Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable you must pay all applicable GST as part of the consideration, and Ingenero must give you a Tax Invoice for the Supply.

12.2 Capitalised terms in this clause that are not otherwise defined in this Agreement have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

13. Information, Privacy & Government Legislation

13.1 You will provide Ingenero with all information it requires from you to apply for any grant, rebate, credit or other benefit which you may be entitled to receive from any Government authority. You authorise Ingenero to apply for credit information about you.

13.2 The information collected by Ingenero may include "personal information" within the meaning of the Privacy Act 1988 (Cth).

13.3 Ingenero will collect information from you for the purposes of applying for the grant, rebate, credit or other benefit on your behalf. Accordingly, Ingenero may disclose that information to or with:

(a) the relevant Government authorities;

(b) Ingenero's related bodies corporate, agents and contractors (such as mail houses, data processing analysts and debt collection agencies); and

(c) where relevant, your distributor, where required to fulfil its obligations under this Agreement and also for any other purpose you consent to or as authorised by law.

13.4 If you provide Ingenero with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information Ingenero holds about you, call us on 1800 993 334. Ingenero's privacy policy is available at www.ingenero.com.au.

13.5 By accepting this Agreement, you consent to Ingenero collecting, using and disclosing your information as set out in this Agreement.

13.6 You and Ingenero agree to comply with any legislation and regulation or law concerning the subject matter of this Agreement.

14. Miscellaneous

14.1 This Agreement sets out the entire agreement between you and Ingenero.

14.2 In this Agreement, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

14.3 The laws of Queensland govern this document.

14.4 A reference to Ingenero includes a reference to its employees, servants, agents, installers, contractors and sub-contractors where the context so requires.

14.5 A reference to business days means Monday to Friday excluding Public Holidays. Any other reference to days means calendar days.

14.6 Headings to clauses are for convenience only and shall not affect the construction of this Agreement.

14.7 Clauses 3.2, 4.1, 4.2 and 4.3 shall survive any termination of this agreement