

Commercial Solar PV System Info Pack



- ❖ **Pricing**
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- ❖ **Standard Installation Inclusions**
- ❖ **Non-Standard Requirements**
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STANDARD INSTALLATION INCLUSIONS

Standard Installation Inclusions

Shakra Energy will provide the following Standard Items as included in a Standard Installation:

- The Professional Commercial Design Service which includes:
 - A Pre-Design Property Analysis based on an on-site inspection & assessment as well as photographic information You provide or that is publicly available relating to Your Installation Site to confirm customization & design requirements for the Solar PV System Installation and assist in identifying Non-Standard requirements
 - A draft design of the Solar PV System including the proposed placement of the solar panels on Installation Site (the design will optimize the placement of the purchased panels on your roof and includes one revision to incorporate feedback)
- Standard Mounting Kit and Solar Kit Components
- Assistance in applying for network connection with your electricity distributor
- Invoicing and Payment processing for any Extra Charges prior to the commencement of the Installation
- Assistance with Your local electricity network distributor and retailer approval prior to Installation
- Installation Site Inspection (For preliminary design work)
- Final Solar PV System Design
- Supply & Installation of Standard Solar PV System Kit items (Panels, Inverter, Mounting Kit & other required components)
- Installation of the Solar PV System according to Clean Energy Council guidelines and Australian Standards AS 4777, AS 5033 and AS 3000 Installation of Solar System
- Testing and commissioning of the Solar PV System
- Provision of certificate of electrical safety (or equivalent)
- Customer instruction on Solar PV System operation
- Installation Services Warranty: 8 years Structural Defects/2 Years other Defects

Note: Standard Installation includes the above Installer Services and only applies to Installations:

- Implemented on a building rooftop lower than 10 meters
- On standard roof materials of tile, tin, flat tin, cliplock, flat cliplock, or terracotta in a suitable unshaded location

- With all panels facing in the same orientation, same pitch angle, and on one continuous roof
 - Where solar array will be located within 40 meters of the solar inverters
 - Where solar inverters will be located within 40 meters of the AC switchboard that will connect to the Solar PV System
 - Of array voltages up to a maximum of 1000V
 - Where the switchboard is available to connect to the solar PV System
- System User Manual (Clean Energy Council Installation Documents) including:
 - A short description of the function and operation of installed equipment
 - A list of PV panels and Inverter supplied with serial numbers
 - Solar Module Array Design (specifications and site plan)
 - Electrical System Connection Diagram
 - An Inverter System performance [energy output] estimate
 - A copy of the shutdown procedure and any electrical safety warnings
 - Maintenance procedures and timetable with safety warnings
 - Manufacturers warranties and Licensed Installer’s workmanship warranties

FORESEEABLE EXTRA CHARGES

Extra Items (Reasons)**	Cost Estimate for System Size* – Upto (\$)					
	10KW	20KW	30KW	50KW	70KW	100KW
Split Array- Per extra array (Your Installation requires panels to be set out in separated panel group)	\$110	\$220	\$330	\$550	\$770	\$1100
Extra Storey/s (Your building is 2 storeys or over)	\$220	\$330	\$440	\$660	\$880	\$1100
Tilt Frames (Your roof is flat or under 10 degree pitch)	\$1200	\$2400	\$3600	\$3600	\$7000	\$10000
*Cost estimates are estimates only and are subject to change. All prices are inclusive of GST. **Reason shown have been simplified in explanation & may be guided by more detailed parameters in application.						

NON-STANDARD REQUIREMENTS

Non-Standard Requirements

Installations can also require items or approvals that are not included in the Standard Installation scope and Standard Items and result in additional costs to You. These vary depending on the Installation Site. The Customized Solar PV System Design by Shakra Energy Commercial Design Division will assist in identifying any Non-Standard Requirements and the Extra Charges that will apply to these, however the accuracy of these will also depend on the accuracy of information you provide.

Occasionally Non-Standard Requirements will only be identified upon Site Inspection, in which case You will be informed of any Extra Charges that will apply as soon as they can be ascertained.

Examples of items that are not included in the Standard Installation scope and Standards Items and may result in Extra Charges include:

- More than one revision to Your design
- Installations that require multiple site visits for analysis and assessment
- In some circumstances, Shakra Energy can assist with submitting development applications (DAs) for an Extra Charge, but any statutory fees associated with this process are not included in the Standard Installation Offer. These costs are not included in the Price Guarantee.
- Supply of additional cable when the distance of panels to inverter is greater than 40m.
- Supply of additional cable when the distance of inverter to switchboard is greater than 40m.
- Rectification of inadequate electrical supply or any other work that is required to bring the Installation Site up to the electrical standards required by law
- Additional non-standard protection equipment for the system to achieve grid connection
- Supply installation or upgrade to switchboards, meter boards supply or installation of bi directional meters to record electricity output or other additional grid connection requirements
- Installation on step roofs (pitch greater than 30 degrees)
- Rectifying any damage to your roof that may occur in the normal course of installation except that the Licensed Installer will replace any tiles damaged in the normal course of installation with Your replacement tiles if You can provide replacement tiles on the Installation Date.
- Requirements for waterproofing (beyond a EPDM washer typically provided with standard roof mounting systems)
- Rewiring for dedicated controlled loads
- Any trenching or excavation work or equipment
- Special access equipment (if required) such as boom lifts, cherry pickers, cranes or scaffolding
- Safety equipment needed to meet OH&S requirements.

- Council requirements related to installation activities such as cornering off footpaths or redirecting pedestrian traffic.
- Expenses for traffic control or council approval
- Ground Mount systems
- Stand-alone Solar Systems: The Solar PV System includes grid connected inverters. These inverters do not have the design capacity/capability required for off grid (aka stand-alone) systems.
- Installation at remote sites (such as islands detached from the mainland or areas that a licensed installer may not service at standard rates) or properties with heritage listings. Please contact Shakra Energy on **BUY NOW Enquiries: 02 82738555 0 or 0423685022** or email to sam@shakraenergy.com and nash@shakraenergy.com

Examples of Non-Standard Requirements that You would need to address or arrange, at Your own expense include the following:

- Installation on slate roofs, roofs containing asbestos or roofs that are structurally unsound or not large enough to accommodate the size and weight of the Solar PV System and mounting frames. It is Your responsibility to ensure that the roof is safe and suitable for Installation.
- Work required to remove or address any safety or access issue including investigating for suspected asbestos or asbestos removal
- Obtaining any approvals, consents or permits as may be required by local councils, planning authorities, body corporate (for strata buildings), property owner or other third party.
- It is Your responsibility to determine whether any of the above apply to You and to address them. An installation will be unable to proceed if these requirements are not addressed in advance, and will also result in Extra Charges.

Examples of additional items and charges that may apply are below. These cover some of the more common additional items required however the actual charge to You will be dependent on Your Installation Site and Solar PV System.

Note: Each state has different requirements regarding accreditations required to perform Meter and Grid Connection. Your Licensed Installer may be accredited to conduct this work, and able to perform it at an extra charge, or you may need to engage an electrician that is a Level 2 Category 4 accreditation (in NSW) or equivalent in other states. Accreditation of the Licensed Installer will be confirmed prior to Installation.

Where additional requirements apply to Your Installation Site the Installation may be delayed or You may need to engage qualified third parties at additional cost to perform additional work. In some circumstances the Installation may be unable to proceed.

Frequently Asked Question

Relating to GraysOnline BUY NOW sales for Commercial Solar PV Systems including a Standard Installation Offer

Basic Solar System Information

- Is my roof suitable for solar panel installation?
- How big are solar panels?
- How much money can I save with solar power?

Commercial Solar PV System Information

- What is a commercial Solar PV System?
- How large is a commercial Solar PV System?
- What is the difference between a residential system and a commercial Solar PV System?
- Surely there must be some difference between a residential and commercial solar PV System?
- Tell me more about council development applications (DAs)?
- Ok, so what about the "Permission to connect"?
- Must I notify my retailer?
- How do I get the most value out of my commercial Solar PV System?

Payment and Delivery

- If I purchase a Solar PV System on GraysOnline what is the total amount I will pay?
- What are the Installation & Component Costs?
- Can I pick up the Solar PV System to save on the Shakra Energy Costs?

Standard Installation Offer

- What is the Standard Installation Offer?
- How do I know if I am Eligible for the Standard Installation Offer?
- Why do I assign the STCs to Shakra Energy?
- What are STCs?
- What do I pay if I want to keep the STCs or am not eligible for STCs?
- What if the STC Value changes?
- Can I take delivery of the Solar PV System without accepting the Standard Installation Offer?
- What do I pay the Licensed Installer?

Standard Inclusions and Exclusions

- What is included in the Standard Items and Standard Installation?
- When would Extra Charges apply and what are Non-Standard Requirements?
- How much can I expect the Extra Charges to be?
- What are Grid Connection Costs?

Next Steps

- What happens next when I purchase a Commercial Solar PV System?
- How do I arrange Installation?
- How long will it take until my Solar PV System can be Installed?
- Can I store the Solar PV System until I am ready for delivery or Installation?

Modifying the Commercial Solar PV System

- What if I buy the Solar PV System and my property isn't suitable for Installation?
- What if I need a different Solar PV System from the one I purchased?

About Us

- Who is Shakra Energy?
- Who is the Vendor of this sale?
- What is the relationship between Shakra Energy and the Licensed Installer?
- Who will be the Licensed Installer?

Basic Solar System information

Is my roof suitable for solar panel installation?

Note: Commercial Solar PV Systems are only available for Installation on Commercial Properties

Installation requires a structurally sound roof, and the installation cost can be impacted by a number of factors such as:

- Height: Standard Installation applies to single storey buildings only, installations on 2 storey or high roof warehouse / buildings can usually be performed at an Extra Charge as mentioned in foreseeable extras.
- Roof materials: tile (or terracotta) and tin (colourbond) and clip lock are considered Standard. Any other roof types are non-Standard.
- Other Considerations for Tin: The number of battens or purlins will affect how many rows of panels can be installed on each section of roof
- Shade: there must be a suitable unshaded location.
- Area, orientation and shape: A Standard Installation excludes splitting of the array. This means all panels must be able to be installed
 - on one continuous roof area (excluding a 10% margin on all sides);
 - facing in the same orientation;
 - on the same pitch angle

Falling outside these conditions simply means there may be some Additional Costs that apply to You or that you may require more technologically advanced equipment. See Standard Inclusions and Exclusions for more information and additional requirements that may be relevant to You.

How big are Solar Panels?

Solar PV panels come in a variety of sizes depending on the manufacturer and model. Please see the data sheet provided in the Sale Description for the dimensions of the panels you are buying.

As an example, Jinko Polycrystalline 250 Watt solar panels are 1650mm X 992mm each, therefore they require a rectangular roof area of the following size. There must be a 20mm space between adjacent panels.

- 100kw system - 400 Panels: 654m² (Approx.)
- 50kw system - 200 Panels: 328 m² (Approx.)
- 20kw system - 80 Panels: 131 m² (Approx.)

How much money can I save with solar power?

It is important to understand that the Solar PV Systems offered in these Sales cannot store power eg. they are not Off-Grid Systems and they cannot be used during the night or blackouts. Any electricity that you don't use during daylight hours will flow out to the grid for other users. Depending on which State you live in, you will be offered different rates for the electricity that Your Solar PV System produces for the grid (called feed-in tariffs). Please contact your electricity provider to find out if a Feed-In Tariff is available to you. You will not necessarily be paid for electricity you provide the grid at the same rate you currently buy it at. It is also possible for an electricity provider to restrict the exporting capability of a commercial solar PV System which would mean that you would not be able to export electricity at all.

How much money you can save depends on a lot of factors

- What is your average electricity usage?
- What time of day do you use your energy most?
- What size Solar PV System you install?
- What are the energy prices that you pay?
- What are the feed-in tariffs that your energy retailers offers?

You are required to install a meter for your Solar PV System. The meter is provided by your electricity distributor. The distributor may require you to upgrade existing meters and switches to comply with current rules and regulations. This may include upgrading analogue meters to digital meters, which will change the tariffs (rates) you are charged for electricity that you consume. Please contact your retailer to find out if your electricity prices will change as a result of installing Solar Power.

Solar panels produce more energy in summer than they do in winter. The output of a solar PV system depends on its size. The table below adapted from a similar table provided by the CEC shows the average daily production of some common commercial grid-connected systems throughout Australia.

Average Daily production							
City	10KW	20KW	30KW	40KW	50KW	70KW	100KW
Adelaide	42KWh	84KWh	126KWh	168KWh	210KWh	294KWh	4200KWh
Alice Spring	50KWh	100KWh	150KWh	200KWh	250KWh	350KWh	5000KWh
Brisbane	42KWh	84KWh	126KWh	168KWh	210KWh	294KWh	4200KWh
Cairns	42KWh	84KWh	126KWh	168KWh	210KWh	294KWh	4200KWh
Canberra	43KWh	86KWh	129KWh	172KWh	215KWh	301KWh	4300KWh
Darwin	44KWh	88KWh	132KWh	176KWh	220KWh	308KWh	4400KWh
Hobart	35KWh	70KWh	105KWh	140KWh	175KWh	245KWh	3500KWh
Melbourne	36KWh	72KWh	108KWh	144KWh	180KWh	252KWh	3600KWh
Perth	44KWh	88KWh	132KWh	176KWh	220KWh	308KWh	4400KWh
Sydney	39KWh	78KWh	117KWh	156KWh	195KWh	273KWh	3900KWh

Data Source: Spreadsheet based on the Clean Energy Council Grid Connected Design Guidelines.

The rated output is that achieved in perfect laboratory conditions. The CEC design summary software takes these deratings into account when predicting average for any given system.

Commercial Solar PV System Information

What is a commercial Solar PV System?

A commercial Solar PV System is typically larger than residential systems and is tailored for businesses of any size.

How large is a commercial Solar PV System?

These commercial systems are typically larger than 10 kW in size however in the past smaller systems have been installed.

What is the difference between a residential system and a commercial Solar PV System?

Technically there is no difference. The solar panel and inverter technologies are the same although they may be larger in number, size and power capacity.

Surely there must be some difference between a residential and commercial Solar PV System?

Although there is no difference in technologies, the difference is the approach to the developing and planning phases of a commercial Solar PV System. There is a lot more upfront work involved with council development applications and gaining permission to connect approval from the local network service provider.

Tell me more about council development applications (DAs)?

Local jurisdictions have differing rules and regulations with regards to the installation of a commercial Solar PV System and it would be best advised to liaise with the local council representative. Many councils have a streamlined process for approving DA's for residential systems and fortunately for PV, in many jurisdictions residential PV systems are exempt from DA and building permits for systems with solar panels installed flush to the roof provided they are installed as per the manufacturer's instructions. For a commercial Solar PV System, a more rigorous process is applied to the DA process; such things such as structural integrity reports, wind loading reports, architectural/construction drawings must be submitted before the installation takes place. It is your responsibility to determine what approvals, consents or permits are required by local councils, planning authorities, body corporate (for strata buildings), and property owner or other third parties and to obtain such approvals. In some circumstances Shakra Energy can assist with submitting development applications for an Extra Charge, but any statutory fees associated with this process are not included in the Standard Installation Offer. These costs are not included in the Price Guarantee.

Ok, so what about the "Permission to connect"?

As per DA's unfortunately at a commercial Solar PV System level there is no streamline process for connecting a commercial Solar PV System to the local electricity grid as each commercial Solar PV System is assessed on its own merit. It is advised to liaise with the local network service provider to gain an understanding of their requirements. In many areas the network service provider can:-

- Restrict the amount of solar panels installed, therefore the size of the commercial Solar PV System, at a particular site;
- Require additional protection circuit protection;
- Request a change of the existing revenue meter;
- Require that a nominated network service provider be in attendance for system commissioning;
- Restrict the exporting capability of a commercial solar PV System therefore you will you not be able to export electricity and therefore receive no monetary benefit;

This is not an exhaustive list of items that may be required, and Shakra Energy cannot guarantee permission to connect Your Commercial Solar PV System from Your service provider. It is important for You address any of the above issues in the initial phases if Your service provider so requires or this could potentially add to the cost of the installation.

Must I notify my retailer?

Yes you must notify your retailer of your decision to install a commercial solar PV System, they will ensure that the correct revenue meter is installed and if not they will either organize a change over or reprogram the existing meter. You may also need to sign an agreement that states the value that they will pay you for the electricity that you export.

How do I get the most value out of my commercial solar PV System?

To generate the most value out of your commercial solar PV System it is desirable to consume the energy that you produce and export as little as possible as the value of that electricity that you consume is usually a much higher value than the electricity that you export. For example during daylight hours you may be paying your retailer 26c for every kilowatt hour (kWh) of electricity consumed thus you can say that the value of the solar energy that you generate and consumer is worth 26c/kWh however the retailer may only pay you less for example 5c/kWh for electricity that is exported to the grid.

Payment and Delivery

If I purchase a Solar PV System on GraysOnline what is the total amount I will pay?

GraysOnline will render an invoice to you if you purchase a Commercial Solar PV System. The amount you will be required to pay for booking the system will comprise of:

- The BUY NOW Price
- Foreseeable Extras that apply to Your property

The above amount includes GST and will be referred as **Grays Amount**.

Additionally, you will be informed of Extra charges for nonstandard requirements after scheduled site inspection. This will be included in the final invoice in addition to BUY NOW price and foreseeable extras. The Extra charges for non standard requirements will be reflected as balance owing in the final invoice presented by Shakra Energy. The final invoice has to be settled within 14 days from the receipt, unless otherwise stated in the Final Invoice.

What are the Installation & Component Costs?

The Installation & Component Costs for the Buyer of a Commercial Solar PV System are included in the buy now price. Some examples of what the Installation & Component Costs cover include:

- A Pre-Design Property Analysis including on-site Inspection & assessment
- A Customized Solar PV System Design by Shakra Energy Commercial Design Division
- Standard Mounting Kit and Solar Kit Components
- Insurance of all Solar PV System Components during all stages of freight to You.
- Freight, Delivery and Handling Costs, including Costs associated with sourcing and collecting the various solar products and Solar PV System components from Australian and international suppliers and vendors and delivering them to You.
- Installation of Solar PV System by CEC accredited installers.

Can I pick up the System to save on the Component and Installation Costs?

Pick up is not available as solar products are bulky and fragile and Solar PV System Components are in many cases supplied by different Australian and international suppliers and vendors.

Standard Installation Offer

What is the Standard Installation Offer?

Eligible Buyers can take up the following Standard Installation Offer, which means that for no additional charge (after paying the Grays Amount) the Buyer will receive:

Standard Items: These include Professional Commercial Design Services: a site assessment and draft design will be prepared by Shakra Energy's design & engineering team. The design will optimize the layout of Your purchased Solar PV System on Your roof. The design process includes one round of revisions to address Your feedback; and

Standard Commercial Installation of the Solar PV System, to be performed by a Licensed and CEC accredited Installer.

See **What is included in the Standard Items and Standard Commercial installation?** for more information.

If You have Non-Standard Requirements (see below) You can still receive the Standard Installation Offer, and the Standard Items and Standard Installation will be provided at no additional charge, however additional costs may apply based on customised system design & non-standard requirements.

How do I know if I am Eligible for the Standard Installation Offer?

You must meet the following important requirements in order to be eligible for the Standard Installation Offer. You should check whether you meet these requirements before purchasing.

- The owner of the Installation Site must be eligible to receive and assign the STCs arising from the Solar PV System Installation to Shakra Energy or authorized installer nominated by Shakra Energy. This means that, amongst other things:
 - The owner of the Installation Site must be an Australian citizen or permanent resident aged 18 years or over.
 - A solar PV system must not have previously been installed on the property.
- Any Non-Standard Requirements (see below) that make the property unsuitable for Installation must be rectified or addressed by You, prior to Installation.
- The Solar PV System can only be installed as an on-grid System. Standalone/off-grid Commercial Solar PV System Installations are not available.

The Standard Installation Offer is only available for use with the Commercial Solar PV System purchased in this BUY NOW Sale and for Installation of that Solar PV System by an Installer who is Licensed Installers.

Why do I assign the STCs to Shakra Energy?

At no additional charge (no charge above the Grays Amount) You can receive the Standard Items including the Professional Commercial Design Service and other Shakra Energy Services as described in these FAQs and the Terms. At no additional charge, Shakra Energy will also pay for a Standard Installation to be performed by the Licensed Installer. These benefits are provided to You at no additional charge in exchange for assignment of the relevant STCs that arising from Solar PV System Installation to Shakra Energy or authorized installer nominated by Shakra Energy. You receive an upfront discount equal to the STC Value in return for committing to assign the STCs to Shakra Energy or authorized installer nominated by Shakra Energy. At the time of purchase the STC Value covers the costs of these item and services.

What are STCs?

STCs are government issued solar credits known as Small-scale Technology Certificates (defined in the Renewable Energy (Electricity) Act 2000). The government offers STCs as a financial incentive for purchasing and installing an eligible solar panel system. STCs were previously called renewable energy certificates (RECs) and can be assigned to a registered agent for an upfront discount or rebate; in this case STCs are to be assigned to Shakra Energy or authorized installer nominated by Shakra Energy, in exchange for the Standard Installation Offer. You may be entitled to receive STCs as a result of the Installation of the Solar PV System however no warranties or guarantees are made by Shakra Energy or anyone else that You will receive STCs or as to the value of the STCs.

Can STCs be created by Commercial Solar PV Systems?

Yes, you will be able to deem your 15 year STC's upfront provided that your commercial PV system is smaller than 100 kW dc. Systems greater than 100 kW produce large-scale generation certificates (LGC's) which are deemed on an ongoing basis, additional utility grade metering may be required. In any case the system MUST be designed by a CEC accredited designer and adhere to all relevant Australian and local standards.

What do I pay if I want to keep the STCs or am not eligible for STCs?

If you don't assign the STCs to Shakra Energy or authorized installer nominated by Shakra Energy, or are not eligible to receive STCs but take up any part of the Standard Installation Offer (the Standard Items and the Standard Commercial Installation) You will be required to pay for the relevant items and services.

The total amount payable for these items and services is called the STC Value and is the value of the STCs that Your Solar PV System would be eligible for if You met the Eligibility requirements. This amount is calculated at the date of Completion as it may vary depending on the market price of the STCs and the federal government multiplier that applies to the STCs.

What if the STC Value changes?

If the market rate at which Shakra Energy trades STCs drops between the date of purchase and the date You provide the executed Assignment Form to the Licensed Installer, You will still receive the Standard Installation Offer at no additional charge provided that the drop does not exceed 10%.

If the drop is more than 10% (between the date of purchase and the date You provide the executed Assignment Form to the Licensed Installer) Shakra Energy reserves the right to charge You an Extra Charge in respect of the variance.

If the Federal government determined multiplier that applies to the STCs at the time of assignment is less than 2x, You will still receive a discount equal to the STC Value at the date of assignment, based on the applicable multiplier, however an Extra Charge will apply to reflect the reduced value of the STC assignment to Shakra Energy or authorized installer nominated by Shakra Energy..

What do I pay the Licensed Installer?

Buy it now price includes standard installation offer for which Shakra Energy will handle invoicing and payments processing.

If you have Non-Standard Requirements, or for example if You require items that are not included in the Standard Installation, depending on whether the item can be identified during the Professional Design Services and sourced by Shakra Energy or provided by the Installer, Shakra Energy will invoice you for any Extra Charges for these items prior to Installation.

If Non-Standard Requirements are identified during the Installation by the Licensed Installer, the Installer will discuss with you any Extra Charges and may invoice and accept payment from you directly.

Standard Inclusions and Exclusions

What is included in the Standard Items and Standard Installation?

The Standard Items that are available at no additional charge where You take up the Bonus Installation Offer areas follows::

- Shakra Energy will provide:
 - The Professional Design Service which includes:
 - A Pre-Design Property Analysis based on an on-site inspection & assessment and photographic information You provide or that is publicly available relating to Your Installation Site to confirm customization & design requirements for the Solar PV System Installation and assist in identifying Non-Standard requirements
 - A draft design of the Solar PV System including the proposed placement of the solar panels on the roof of the Installation Site (the design will optimize the placement of the purchased panels on your roof and include one revision to incorporate your feedback)
 - Supply of mounting kit and solar kit components
 - Sourcing a Licensed Installer and arranging installation
 - Assistance in applying for network connection with your electricity distributor
 - Invoicing and Payment processing for any Extra Charges identified through the Professional Commercial Design Services
 - Assistance with Your local electricity network distributor and retailer approval prior to Installation
- The Licensed Installer will perform or provide:
 - Installation Site Inspection (pre-preliminary design work)
 - Final Solar PV System Design
 - Supply and Installation of Standard Solar PV System Kit items (other than the included Panels, inverter and mounting kit)
 - Installation of suitable mounting system
 - Installation of the Solar PV System according to Clean Energy Council guidelines and Australian Standards AS 4777, AS 5033 and AS 3000
 - Testing and commissioning of the Solar PV System
 - Provision of certificate of electrical safety (or equivalent)
 - Customer instruction on Solar PV System operation
 - Installation Services Warranty 8 years Structural Defects/2 Years other Defects
 - Note: The Standard Installation includes the above installer services and applies to Installation

- On a single story Commercial building
- On standard roof materials of tile, tin, cliplock or terracotta in a suitable unshaded location
- Without any splitting of the array (chimneys, whirlybirds or other roof structures may result in splitting of the array); and
- With all panels facing in the same orientation, same pitch angle, and on the same roof area
- Where solar inverters will be located within 40 meters of the AC switchboard that will connect to the Solar PV System
- Of array voltages up to a maximum of 1000V
- Where the switchboard is available to connect to the solar PV System
- System User Manual (Clean Energy Council Installation Documents)
 - A short description of the function and operation of installed equipment
 - A list of PV panels and Inverter supplied with serial numbers
 - Solar Module Array Design (specifications and site plan)
 - Electrical System Connection Diagram
 - An Inverter System performance [energy output] estimate
 - A copy of the shutdown procedure and any electrical safety warnings
 - Maintenance procedures and timetable with safety warnings
 - Manufacturers warranties and Licensed Installer's workmanship warranties

When would Extra Charges apply and what are Non-Standard Requirements?

Installations can also require items or approvals, that are not included in the Standard Items and Standard Installation scope and result in additional costs to You. These vary depending on the Installation Site. The Professional Commercial Design Service will assist in identifying any Non-Standard Requirements and the Extra Charges that will apply to these, however the accuracy of these will depend on the accuracy of information you provide.

Occasionally Non-Standard Requirements will only be identified upon Site Inspection by the Licensed Installer, in which case You will be informed of any Extra Charges that will apply as soon as they can be ascertained.

Examples of items that are not included in the Standard Installation Items and Standard Installation scope and may result in Extra Charges include:

- More than one revision to your design #
- Installations that require multiple site visits for analysis and assessment*
- In some circumstances Shakra Energy can assist with submitting development applications (DAs) for an Extra Charge, but any statutory fees associated with this process are not included in the Standard Installation Offer. These costs are not included in the Price Guarantee.
- Supply and installation of tilt frames (required where roof pitch is less than 10 degrees)*
- Supply of additional cable when the distance of panels to inverter is greater than 40m.
- Supply of additional cable when the distance of inverter switchboard is greater than 40m.
- Rectification of inadequate electrical supply or any other work that is required to bring the Installation Site up to the electrical standards required by law Additional non-standard protection equipment for the system to achieve grid connection
- Supply installation or upgrade to switchboards, meter boards supply or installation of bi directional meters to record electricity output
- Installation on multi storey buildings (generally able to be performed on double story buildings except where there is a drop greater than 6m or where Installation is required close to the edge)*
- Installation on step roofs (pitch greater than 30 degrees)*
- Rectifying any damage to Your roof that may occur in the normal course of installation except that the Licensed Installer will replace any tiles damaged in the normal course of installation with Your replacement tiles if You can provide replacement tiles on the Installation Date.
- Requirements for waterproofing (beyond a EPDM washer typically provided with standard roof mounting systems)
- Rewiring for dedicated controlled loads
- Any trenching or excavation work or equipment
- Special access equipment (if required) such as boom lifts, cherry pickers, cranes or scaffolding
- Safety equipment needed to meet OH&S requirements.
- Council requirements related to installation activities such as cornering off footpaths or redirecting pedestrian traffic.
- Installation at remote sites (such as islands detached from the mainland) or areas where a Licensed Installer is not available at Shakra Energy standard rates.

* These items may be able to be provided or performed by the Licensed Installer but at additional cost

These items may be able to be sourced and arranged for You by Shakra Energy, but at additional cost.

Examples of Non-Standard Requirements that You would need to address or arrange, at Your own expense include the following.

- Ground Mount systems
- Stand-alone Systems: These BUY NOW Commercial Solar PV System sales include grid connected inverters and do not have the design capacity/capability required for off grid (aka stand-alone) systems.
- Installation on slate roofs, roofs containing asbestos or roofs that are structurally unsound or not large enough to accommodate the size and weight of the System and mounting frames. It is Your responsibility to ensure that the roof is safe and suitable for Installation.
- Work required to remove or address any safety or access issue at the Installation Site including investigating for suspected asbestos or asbestos removal
- Obtaining any approvals, consents or permits as may be required by local councils, planning authorities, body corporate (for strata buildings), property owner or other third party.

It is Your responsibility to determine whether any of the above apply to You and to address them. An installation will be unable to proceed if these requirements are not addressed in advance, also resulting in Extra Charges.

How much can I expect the Extra Charges to be?

The most common Extra Charges are already mentioned in “ Pricing and other charges” tab. The cost of these Foreseeable Extras will be calculated based on information provided. There are other Non-Standard requirements that may apply to Your property which are listed above. The actual cost to You will be dependent on Your Installation Site and the size of the Solar PV System.

What are Grid Connection Costs?

You do not need to pay for the Installed Solar PV System to be connected to the grid, but you will be required to pay for switchboard upgrade in order for the System to be connected to the grid.

This work might include electricity meter up-grading or the addition of extra electricity meters to Your switchboard to enable metering for gross or net feed-in tariffs as supplied by Your network provider.

These items are not included in the Standard Items and Standard Installation scope as they differ by property. They may be able to be performed by Licensed Installer or may require the services of a licensed third party, depending on Your State. If the Licensed Installer is unable to perform this work You will need to arrange a qualified person to complete this on your behalf.

Meter connection in all states (excluding NSW) is implemented by the respective energy providers. In NSW this must be done privately and there is no additional cost. If Your property is located in NSW Shakra Energy can refer you to a licensed contractor to complete the meter connection.

Next Steps

What happens next when I purchase a Commercial Solar PV System?

Assuming You are taking up the Standard Installation Offer, You will receive an email from Shakra Energy explaining what information is required from you in order to provide the Professional Commercial Design Service. This information includes copies of Your electricity bill, photos of Your roof, and other information about Your Installation Site.

Once Shakra Energy receives your photos and information a representative will review all Your available details and discuss options with you. A member of Shakra Energy's design & engineering team will prepare the draft design of the System based on Your location, roof space and the products You have purchased.

Shakra Energy will then introduce you to a Licensed Installer in Your local area.

How about Installation?

After completion of the Professional Commercial Design Service, Shakra Energy will allocate a CEC Accredited & Licensed Installer that can perform your Installation and Shakra Energy will work with You and the Licensed Installer to schedule a preferred date for Installation. Shakra Energy will then freight the Solar PV System to the Licensed Installer or directly to your property ready for the Installation Date. The Licensed Installer will then install your Solar PV System on the scheduled dates (subject to outside influences and weather). The Licensed Installer can also arrange and install your new meter for solar grid-connection (if required - this is generally NOT the same day as installation of the Solar PV System).

How long will it take until my Solar PV System can be Installed?

Commercial Solar PV System are large customized solar projects and there is a lot more upfront work involved with council development applications and gaining permission to connect approval from the local network service provider. Shakra Energy may be able to assist with some of these approval processes for an Extra Charge, but the ultimate responsibility for gaining all necessary approvals. For these reasons, Installation time estimates are very difficult. All timeframes are dependent on factors such as

- The installation site location and the availability of the freight company, Licensed Installer and product suppliers.
- The Buyer providing required information and completing its responsibilities (such as payment and provision of required Installation Site information) in a timely manner.
- Obtaining required approvals from Your electricity distributor.
- Any unique requirements relating to the Installation Site.
- Other factors including weather.

Can I store the Solar PV System I have purchased until I am ready for delivery or Installation?

No, you cannot store the Solar PV System.

Modifying the Commercial Solar PV System

What if I buy a Solar PV System and my property isn't suitable for Installation?

You are encouraged to contact Shakra Energy to discuss Your solar requirements before purchasing. Neither Shakra Energy, GraysOnline or the product vendors are required to refund or offer exchanges for any purchase in the case of a non-suitable Installation Site or an incorrect choice

For Buyer peace-of-mind, if a Final Invoice Price (including all design customizations by Shakra Energy's Commercial Design Division) is not within 10% variance from the Total Price (including Product Items, Installation & Component Costs and Foreseeable Extras as well as GST) the Buyer can elect to cancel the agreement and receive a full refund (after deducting a cancellation fee to cover Shakra Energy's reasonable estimate of loss associated with services it has rendered prior to the date of cancellation). The Price Guarantee excludes any development application costs.

What if I need a different Solar PV System from the one I purchased?

Small upgrade modifications such as the addition of extra panels may be able to be arranged by Shakra Energy for an Extra Charge subject to availability of the additional products. Refunds are not available for downgrading the number of panels or the size of the Inverter that is purchased.

You are encouraged to contact Shakra Energy to discuss Your Solar requirements before purchasing. Shakra Energy, GraysOnline and the product Vendors are not required to refund or offer exchanges or upgrades for any BUY NOW items for change of mind or incorrect choice

For Buyer peace-of-mind, if a Final Invoice Price (including all design customizations by Shakra Energy's Commercial Design Division) is not within 10% variance from the Total Price as displayed in the Calculator (including Product Items, Installation & Component Costs and Foreseeable Extras as well as GST) the Buyer can elect to cancel the agreement and receive a full refund (after deducting a cancellation fee to cover Shakra Energy's reasonable estimate of loss associated with services it has rendered prior to the date of cancellation). The Price Guarantee excludes any development application costs.

About Us

Who is Shakra Energy?

Shakra Energy is an innovative Australian Solar & Renewable Energy Company that has teamed with GraysOnline.com. Through GraysOnline, Shakra Energy arranges Renewable Energy auctions and BUY NOW sales offering a range of solar product packages suitable for domestic & commercial application and available for bidding Australia-wide.

Our BUY NOW Solar sales offer:

- A retail stock clearance space for Australian & international solar manufacturers/suppliers
- Discounted Solar products direct to the public
- Buyers can save by buying products directly from the product Vendors
- Access to a network of Accredited and Licensed Solar Installers Nationwide

Shakra Energy also provides

- Sourcing of renewable energy products including PV Solar Systems for Auction and BUY NOW on GraysOnline
- An experienced customer service team to respond to buyer inquiries relating to solar sales
- Delivery and freight insurance for the Solar PV System purchased using the shipping provider listed in the sale.

If You take up the Standard Installation Offer, Shakra Energy also

- provides the Professional Commercial Design Service through Shakra Energy's design & engineering team of specialized Solar PV Engineers
- pays for the Licensed Installer to perform the Standard Installation
- Provides a single point of contact in respect of Extra Charges that may apply.

Who is the Vendor of the Sale items?

All products (such as solar panels and inverters) that are part of the Sale are supplied by us but there are components which we do not have in stock will be provided by third party vendors such as importers or distributors of the products and not by Shakra Energy.

The products are supplied to You by the importer or distributor in accordance with the applicable terms and conditions of the GraysOnline site and the Sale information, including the Special Terms and Conditions.

What is the relationship between Shakra Energy and the Licensed Installer?

The Licensed Installer will be an independent contractor who is licensed and qualified to perform solar PV installations in Your State. The Licensed Installer will approve the Final Design and perform the Installation.

Who will be the Licensed Installer?

The Licensed Installer can only be confirmed after the BUY NOW sale, as different Installers are licensed in each State and service different areas. The licensed installer will Hold the following insurances and licenses:

- Certificate of Currency for Public Liability Insurance - Minimum \$10 Million cover.
- Certificate of Currency for Workers Compensation Insurance or Personal Income Protection Insurance if a Sole Trader.
- Current Drivers Licence (State Based)
- Electrical Licence (State Based)
- Clean Energy Council CEC Certificate of Accreditation
- Provide statutory warranties in respect of their work.

Definitions of Terms used in FAQs and BUY NOW sales.

Assignment Form means the form included in the BUY NOW sale, to be completed upon Completion and signed by You to assign any STCs to Shakra Energy.

Standard Installation Offer has the meaning set out in the FAQs. See **What is the Standard Installation Offer?**

Buyer means the buyer of the BUY NOW Commercial Solar PV System. ("You" or "Your").

Completion means the date the Solar PV System is ready for connection to the electricity grid.

Extra Charges means any amounts payable in respect of any Non-Standard Installation of the Solar PV System (including Upgrade Items) or as otherwise payable in accordance the Special Terms and Conditions, being amounts that are payable in addition to the Grays Amount and the STC assignment. Extra Charges refer the any Non-Standard products or services other than for the Foreseeable.

Foreseeable Extras means the listed Non-Standard products and services: Tilt Frames, Splitting Arrays, Extra storey (Installations on roofs above 10 meters) These are the most common Non-Standard items.

Grays Amount means the Amount You must pay to GraysOnline as set out in the relevant Tax Invoice if You are the Buyer. The Grays Amount includes amounts payable for supply of the Solar PV System Product Items (as described in the Sale information), the Installation and Component Costs, any Foreseeable Extras and GST payable in respect of the above, and is explained in more detail in the FAQs. The Grays Amount also includes the Installation & Component Costs.

Installation means affixing the Solar PV System to Your Property by a Licensed Installer in accordance with the final design. Installation includes Solar PV System commissioning and testing to the point of ready for connection to grid. Installation does not include connection to the grid. Installed has a similar meaning.

Installation Dates means a date or dates as specified by Shakra Energy for commencement of Solar PV System Installation at the Installation Site

Installation Site means the property where the Solar PV System is to be installed. Unless otherwise notified to Shakra Energy by You in writing prior to delivery of the Solar PV System purchased or Installation of the Solar PV System, the Installation Site will be Your Registered Address on GraysOnline.

Licensed Installer means the solar installer nominated by Shakra Energy who perform the Installation on your property. The Installer will be a member of the Shakra Energy.

Non-Standard Requirements means any Installation Site or Solar PV System that requires any materials or services that are not included in the Standard Items or Standard Installation scope.

Professional Commercial Design Service means the photo-based site assessment and draft System Design performed by Shakra Energy's design & engineering team of specialized Solar PV Engineers. This service includes consultation with the Buyer and one revision of the design incorporating any input from the Buyer. This Service is one of the Standard Items.

Registered Address means the delivery address details You have provided to GraysOnline when managing your Grays Account.

Shakra Energy Invoice means any tax invoice we issue to You following Your purchase.

Standard Installation means the Installation services that the Licensed Installer will provide at no additional See **What is included in the Standard Items and Standard Installation?**

Standard Items means the Shakra Energy Services that Buyers will receive if they take up the Standard Installation Offer, including the Professional Commercial Design Service, and other Shakra Energy Services and Items as described in **What is included in the Standard Items and Standard Installation?**

Standard Solar Kit means all items and consumables required to implement a Standard Installation of the Solar PV System including electrical cabling but excluding the Solar Panels and Inverter/s and mounting kit.

STCs are defined in the FAQs and includes any other certificate, right or entitlement of a similar nature which arises under or as a result of changes to law or regulation.

STC Value means the number of STCs that your Installed and connected Solar PV System may be eligible for multiplied by the STC price at which Shakra Energy trades STCs at the date of Completion and the relevant government determined multiplier.

Solar PV System means the Solar PV Panels and Inverter purchased in the BUY NOW sale, and if You take up the Standard Installation Offer also includes the Standard Solar Kit Items provided as part of the Standard Installation Offer. If You have Non-Standard Requirements the System also includes other items that are the subject of Extra Charges and that form part of the full Solar Photovoltaic (PV) power system being Installed.

Upgrade means the addition of PV Panels, Inverters, or items not included in the BUY NOW sale or the Standard Installation Items and Standard Installation scope. Upgrade requirements are normally identified during the Professional Commercial Design Services or upon Installation. Upgrade Items will be charged to You as an Extra Charge.

If you have additional questions please call to speak to a Shakra Energy Specialist - 02 82738555 0 or 0423685022 or email to sam@shakraenergy.com and nash@shakraenergy.com

SPECIAL TERMS AND CONDITIONS
for Commercial Solar System offered through GraysOnline.

1. IMPORTANT NOTICE

- A. In purchasing the BUY NOW item You are agreeing to the following Special Terms and Conditions of purchase ("Terms"). These Terms apply in addition to (but not instead of) any terms and conditions applying to Your use of the GraysOnline Site ("GraysOnline Terms"). These Terms are specific to these BUY NOW items and take into account the unique nature of these BUY NOW items, so may differ from some GraysOnline Terms.
- B. These Terms will have precedence over any inconsistent GraysOnline Terms to the extent of inconsistency.
- C. It is important that You understand these Terms before committing to purchase the BUY NOW Item and You may wish to seek legal or other advice.
- D. The BUY NOW sale information and the FAQs included in the relevant Sale information on the GraysOnline Site provide additional important information relevant to Your purchase and You are encouraged to read these carefully before purchasing. Each of the Vendors and GraysOnline may also rely on the information included on the GraysOnline Site, in the FAQs and these Terms, as may You.

2. GENERAL TERMS

- 2.1 Capitalised words are defined in the FAQs in the relevant Sale on the GraysOnline Site and apply to these Terms as if set out in full.
- 2.2 Any examples in these Terms or the FAQs, are provided to help you understand important matters. However where the words "including" or "for example" are used, or similar words like "such as", this does not necessarily limit or exclude other inclusions or examples unless otherwise stated.
- 2.3 These Terms are governed by the laws of the State or Territory applicable to the property at which the BUY NOW item is to be delivered in Australia and Installed. The parties submit to the non-exclusive jurisdiction of the courts of that State/Territory.
- 2.4 These Terms are subject to change as a result of future changes to the legislation under the Renewable Energy (Electricity) Act 2000 or other applicable laws. Otherwise, these Terms may only be varied as provided within these Terms or by agreement in writing by each party.
- 2.5 Sections 1, 2, 3 and 4 of these Terms apply to all Buyers. Sections 6 and 7 also apply to Buyers for Standard Installation.

3. ADDITIONAL TERMS RELATING TO PURCHASE OF COMMERCIAL SOLAR PV PRODUCTS AND SOLAR PV SYSTEM COMPONENTS

- 3.1 In purchasing the BUY NOW item You are committing to the purchase a package of products referred to in these Terms as the Solar PV System Components (such as solar panels and inverters) and to pay the Grays Amount.
- 3.2 Solar PV System Components are supplied by Shakra Energy
- 3.3 Shakra Energy supplier of the Solar PV System Components included in the BUY NOW Sale.
- 3.4 Refunds are not available in relation to purchase of the BUY NOW item, except as required by law. Shakra Energy has and will incur loss in the event You seek to cancel Your purchase. In the event you seek to cancel a purchase, cancellation will require approval, and a cancellation fee will apply to cover Shakra Energy's reasonable estimate of loss associated with services it has rendered prior to the date of cancellation.

4. ADDITIONAL TERMS RELATING TO THE INSTALLATION & COMPONENT COSTS AND ASSOCIATED SERVICES

- 4.1 In purchasing the BUY NOW Item You are also committing to pay the Installation & Component Costs as part of the Grays Amount.
- 4.2 The Installation & Component Costs cover various services provided by and costs incurred by, Shakra Energy including a pre-Design Property Analysis including on-site inspection & assessment
- 4.3 Delivery to Your GraysOnline registered address and associated insurance charges, handling and other costs are also included in the Installation & Component Costs.
- 4.4 Pick up of the Solar PV System purchased is not available
- 4.5 Delivery is organised by Shakra Energy, and this includes scheduling collection of the various Solar PV System Components where required from the various Vendors, and delivery of the Solar PV System to You (or to Installer) by the freight company.
- 4.6 Shakra Energy does not provide storage of the Solar PV System.
- 4.7 Title and Risk in the Solar PV System passes to you in accordance with Clause 5.10 below.
- 4.8 Payment in full is required before delivery and installation can be arranged. More information about delivery and delivery times is set out in the FAQs.

5. ADDITIONAL TERMS RELATING TO THE STANDARD INSTALLATION OFFER

- 5.1 **Parties:** The Standard Installation Offer is made by, and between You and **SHAKRA ENERGY PTY LTD** (ABN 77 607 170 436) Hudson House, Level 12, 131 Macquarie Street, Sydney NSW 2000 Phone: M: 0423 685 022 T: 02 8273- 8555
- 5.2 **Formation of Contract:**
 - (a) In purchasing a Solar PV System through this BUY NOW Sale You are committing to take up the Standard Installation Offer.
- 5.3 **Services to be provided by Shakra Energy:** As a Standard Installation Offer You will receive Standard Items at no additional charge (as explained further in Section 5.6(a) below). As part of the Standard Items, Shakra Energy will provide the following Shakra Energy Services as more fully described in the FAQs :
 - (a) provide a Professional Commercial Design Service, including site assessment and preparation of a draft solar PV System Design,
 - (b) Installation by the Licensed Installer
 - (c) assist You in applying for network connection with your electricity distributor
 - (d) supply the standard mounting kit
 - (e) Arrange installation by Licenced Installer to perform Installation of the Solar PV System in accordance with the Standard Installation scope (including the Licensed Installer's charges and costs for supply of the Standard Solar Kit);
 - (e) Process other payments and manage invoicing relating to any Extra Charges that apply to You arising from Non-Standard Requirements or as otherwise payable under these Terms. For example, Shakra Energy will collect from You any Extra Charges associated with Non-Standard Requirements, and pay the Licensed Installer's charges for Non-Standard Requirements.

5.5 Your Responsibilities

- (a) To enable Shakra Energy to commence performing the Shakra Energy Services You will be asked to provide details relating to Your Installation Site. These include photographs of Your roof, any plans you have containing measurements of the roof and some information about Your electricity usage such as recent bills. A more complete list of information required will be sent to You.
- (b) You are responsible for providing accurate information, and any missing or inaccurate information may impact the accuracy of Your site assessment, suitability of Your design and may cause You to incur Extra Charges. In some cases You may be unable to proceed with Installation if important information is not provided upfront, for example You may be unable to proceed with an Installation if You have a heritage building.
- (c) You will also need to sign a separate contract with the Licensed Installer relating to the performance of the Installation Services. See Clause 6 for Additional details.

5.6 Payment and Assignment of STCs

- (a) The Standard Items (and Shakra Energy Services) will be provided to You at no additional charge (meaning no charge in addition to the Grays Amount) provided that You:
 - i. Require only a Standard Installation, if You have Non-Standard Requirements You will not (subject to the balance of this clause) be charged for the Standard Items or the materials and services included within the Standard Installation scope, only the Extra Charges arising from Non-Standard Requirements;
 - ii. Rectify any Non-Standard Requirements that make the property unsuitable for Installation prior to Installation.
 - iii. Assign your right to receive all STCs arising from the installation of the Solar PV System to Shakra Energy or installer nominated by Shakra Energy in accordance with the Assignment form on completion of the Installation. The Assignment form will be completed and issued by the Licensed Installer for execution by you and.
 - iv. are Eligible to receive STCs, this means that the STC Assignment form must be approved by the applicable regulators for transfer to Shakra Energy or installer nominated by Shakra Energy. More information about Eligibility criteria relevant to the Standard Installation Offer is included in the FAQs. It is Your responsibility to determine whether You are Eligible for the Standard Installation Offer and to receive STCs.
- (b) If You don't fully comply with Clause 5.6(a) above and take up the Standard Installation Offer You will be liable to pay for the Standard Items and Standard Installation, up to the STC Value (together with any Extra Charges that apply to You) to Shakra Energy or installer nominated by Shakra Energy

- (d) The STC Value is explained in the FAQs. The STC Value may vary due to market fluctuation in the price at which STC certificates are traded and if the government determined multiplier that applies to the STCs at the time of assignment is less than 2x. If between the date of purchase and the date of Completion the market rate at which Shakra Energy trades STCs falls by more than 10% or the relevant multiplier is less than 2x, You will still receive a discount to reflect the value of the STCs at that date however an Extra Charge will apply to reflect the reduced value of the STC assignment to Shakra Energy or installer nominated by Shakra Energy
- (e) You must pay 10% of the Total Price to GraysOnline immediately upon purchase. The balance of the Total Price as per calculation based on extra charges for non-standard requirements along with GST must be paid to GraysOnline on or before 14 days after receipt of the Final Invoice issued by Shakra Energy. You must also pay to Shakra Energy any Extra Charges in the Final Invoice issued by Shakra Energy on or before 14 days after receipt of the Final Invoice unless otherwise stated in the Shakra Energy Invoice.
- (f) If Extra Charges apply to You (for example because You have Non-Standard Requirements or purchase Upgrade Items), Extra Charges are payable before Installation can proceed, unless otherwise provided in the relevant invoice.
- (g) While Shakra Energy may invoice You for and process payments from You for Installation Services, Upgrade Items, or other Extra Charges as part of the Shakra Energy Offer, Shakra Energy is not the supplier of those products and services. The Shakra Energy Services are as outlined above.
- (h) Accepted payment methods for payments to Shakra Energy are by credit card or Electronic Funds Transfer (EFT) to the account set out in Our Invoice.
- (i) Shakra Energy reserves the right to withdraw the Standard Installation Offer or to instruct the Licensed Installer not to proceed with any Installation until payment of any applicable charges required prior to Installation is received, but will not do so unreasonably. Without limiting Shakra Energy's rights, if You fail to pay any amount due to Shakra Energy, when due. Shakra Energy is entitled to also charge interest on the unpaid amount at the rate applicable to the State or Territory in which Your property is located for judgment debts in the Supreme Court.
- (j) GST is payable in connection with the supply of Shakra Energy Services and any Extra Charges and You must pay in addition to any amounts due, the GST amount at the same time as the other amounts, subject to provision of a valid tax invoice.
- (k) No payments should be made by You directly to the Licensed Installer unless the payment relates to Additional Requirements that are identified after Installation has commenced.
- (l) The Standard Installation Offer is included in this BUY NOW Commercial Solar PV System Sale and for Installation of that Solar PV System by an installer who is a member of the Shakra Energy National Referral Network Program, as referred to You by Shakra Energy. The Standard Installation Offer is only available for Commercial and not for residential premises.

5.7 Termination

- (a) If either You or Shakra Energy reasonably considers that the other party has breached a material obligation under these Terms, and if such breach is not remedied within a reasonable period of time, not exceeding 28 days from the date a party provides notice in writing of breach to the breaching Party, or if the breach is not remediable, then Section 5 of these Terms will be terminated and each party will be relieved from any further obligations under Section 5 of these Terms, in accordance with the balance of this clause.
- (b) Shakra Energy may also in its discretion but is not required to, agree to You terminating Section 5 of these Terms in the event You are unable to proceed with Installation after taking up the Standard Installation Offer, for example because Your property is unsuitable for Installation, however the cancellation fee set out in Clause 3.9 will apply, and additional amounts may be payable in accordance with Clause 5.7(d).
- (c) Termination will not affect any right accrued prior to the date of termination.
- (d) Where termination occurs prior to Completion and You are the terminating Party:
- You must pay Shakra Energy for, and Shakra Energy may retain any amounts already paid to Shakra Energy relating to, Services which have been properly performed (whether in part or full) prior to the date of Termination; and
 - Shakra Energy shall have no liability to refund or otherwise pay to You any amounts You have already paid (whether to Shakra Energy or to GraysOnline or otherwise) in respect of any Solar PV System Components or Upgrade Items, or that have been committed or incurred by You or Shakra Energy, including amounts paid or payable to the relevant Licensed Installer. Any refund of amounts paid or payable in respect of any Third Party Items or Licensed Installer fees shall be subject to approval from the relevant Third Party or Licensed Installer.
- (e) Where Shakra Energy is the terminating Party, Shakra Energy is entitled to payment of the cancellation fee set out in Clause 4.8, together with any additional amounts set out in Clause 5.7(d), without limitation to Shakra Energy's other rights.
- (f) Where any Government program that provides STCs is significantly altered or cancelled prior to Completion either party may terminate these Terms, and
- Shakra Energy will be entitled to payment of the amounts set out in 5.7(d)(i) above; and
 - the balance of amounts paid by You to Shakra Energy, excluding any items set out in Section 5.7(d)(ii) above, shall be refunded to You; and
 - any refund of amounts paid or payable in respect of any Third Party Items or Licensed Installer fees that have already been paid for by You or Shakra Energy, or that have been committed or incurred by You or Shakra Energy, including amounts paid or payable to the relevant Third Party or Licensed Installer shall be subject to approval from the relevant Third Party or Licensed Installer.
- (g) Shakra Energy Price Guarantee: If a Final Invoice Price (including all design customizations by Shakra Energy's Commercial Design Division) is not within 10% variance from the Total Price as per calculation set in Extra Charges (including Product Items, Installation & Component Costs and Foreseeable Extras as well as GST) the Buyer can elect to terminate the agreement and receive a full refund (after deducting a cancellation fee to cover Shakra Energy's reasonable estimate of loss associated with services it has rendered prior to the date of cancellation).

5.8 Liability: To the extent permitted by law, Shakra Energy limits its liability to you for breach by it of a non-excludable right or remedy under any legislation to any of the following remedies as chosen by Shakra Energy:

- (a) in the case of goods,
- the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; and

- (b) in the case of services:
- the supply of the services again; or
 - the payment of the cost of having the services supplied again.

Nothing in these Terms is intended to exclude, limit or modify Shakra Energy's liability under legislation to the extent that liability cannot be lawfully excluded, limited or modified. For example, the Competition and Consumer Act 2010 (including the Australian Consumer Law) and other relevant statutes provide a set of statutory consumer guarantees and other legal rights that cannot be excluded, limited or modified by contract ("the Consumer Protection Laws"). Subject to your non-excludable rights under the Consumer Protection Laws (if You are a Consumer as defined in the Consumer Protection Laws or if those laws otherwise apply to Your purchase or our services), Shakra Energy:

- expressly limits its liability to You for any and all loss, damage or claims relating to the subject matter of these Terms to the greater of the amount paid or payable to Shakra Energy under these Terms; and
- excludes all liability for any indirect and consequential loss You may suffer or incur including without limitation lost opportunities and any claims for lost revenues or savings.

5.9 Personal Information

- (a) You agree that GraysOnline may provide to Shakra Energy, and that You will provide to Shakra Energy any Personal or other information Shakra Energy may require for the purposes of these Terms.
- (b) Shakra Energy will only use Your Personal or other Information as necessary for the purposes of the Standard Installation Offer and to provide the Shakra Energy Services to You and to keep You informed of other Shakra Energy services and offers from time to time. This may mean that Shakra Energy may share Your Personal or other information with the Licensed Installer, Suppliers of Third Party Items and contractors as reasonably required. You consent to use of Your Personal and other information as reasonably necessary for such purposes.
- (c) Shakra Energy is not responsible for use or misuse of Your Personal or other information by third parties such as the Licensed Installer, or suppliers of Third Party Items.

5.10 Title and Risk

- (a) Risk in the Solar PV System passes to You when each component is delivered to the Installation Site. You may need to notify Your home building insurer of the Installation of the Solar PV System to confirm coverage.
- (b) Ownership of the Solar PV System passes to You upon the later of:
- Delivery of the Solar PV System to You,
 - Installation of the Solar PV System at the Installation Site;
 - Receipt by GraysOnline or Shakra Energy of all amounts due to each of them in respect of the purchase or delivery and Installation of the Solar PV System; and

- iv. The completion, processing and approval by the applicable regulators of all required documents to assign any STCs to Shakra Energy or installer nominated by Shakra Energy

6. ADDITIONAL INFORMATION RELATING TO INSTALLATION SERVICES

The Installation services are included in the BUY NOW Item

The following information is provided by way of clarification only.

- (a) You will get Standard Installation Offer and receive a Standard Installation at no additional charge (meaning no charge in addition to the Grays Amount).
- (b) Installation services, will be provided by and be the responsibility of the Licensed Installer as an independently licensed . All terms relating to the provision of the Installation Services will be included in that Contract, including applicable License details. Requirements may vary by State.
- (c) No partnership, prime or subcontractor, joint venture, employee or employer, franchisee or franchisor, supervisory or similar relationship exists between Shakra Energy and the Licensed Installer.
- (d) Installation times depend on Your location, Site requirements and other factors outside either Shakra Energy's or an installer's control. In addition Installation can only be scheduled once You have provided of all information required to Shakra Energy for the Professional Commercial Design Services, and after You have signed off on the draft Design. More information about Installation times is set out in the FAQs.