

PSC Energy – Terms and Conditions

These Terms and Conditions set out the terms on which PSC Energy supplies and installs PV or BESS systems and related services, including sale, finance (if applicable), acceptance, renewable energy certificates, title, substitutions, grid connection (NSW), pre-installation matters, installation, after-installation service, intellectual property, privacy, and general provisions.

1 1. Definitions

Approved Lender means a finance company and/or agreement approved by PSC Energy.

Contract means the signed agreement for supply and installation of the PV or BESS system.

Commissioned means the System has been handed over, installed, tested, and commissioned, and a certificate of compliance has been issued. It does not mean grid connection.

Customer means the person(s) buying the System specified.

DNSP means a Distribution Network Service Provider, including Ausgrid, Endeavour Energy, and Essential Energy (as applicable).

Service and Installation Rules (NSW) means the Service and Installation Rules of New South Wales published and amended from time to time.

GST has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Installer means an SAA-accredited installer engaged by PSC Energy (including an employee or subcontractor) to install and/or commission the PV or BESS system.

PV or BESS system (System) means the photovoltaic (solar) system and/or battery energy storage system and associated components to be supplied and installed under the Contract.

Goods means any equipment, components, materials, and products supplied by PSC Energy under the Contract, including (without limitation) those forming part of the System.

PRC means a Peak Reduction Certificate created as part of the NSW Peak Demand Reduction Scheme ("PDRS").

Price means the amount payable for the Goods and/or the System, as agreed by PSC Energy and the Customer on the accepted Contract.

Renewable Energy Certificates means STCs, PRCs, or any other certificates created now or in the future by eligible renewable energy systems.

BSTC means a Battery Small-scale Technology Certificate (or any similar certificate or rebate of a comparable nature under an applicable scheme).

STC means a Small-scale Technology Certificate.

2 2. Sale

- a) PSC Energy will provide the Customer with a quote, an estimated output for the System, and a Contract for sale.
- b) PSC Energy calculates the expected return on investment and savings based on current data, bills, tariffs, and information provided by the Customer. PSC Energy is not liable or responsible for future changes, including (without limitation) electricity and consumption tariffs, feed-in tariffs, retailer billing, VPP enablement, and on-site shading. PSC Energy recommends contacting your retailer if you are unsure about retailer charges and tariffs.
- c) The quote provided to the Customer is valid for fourteen (14) days, unless there is a written agreement between the Customer and PSC Energy.
- d) The Customer must pay the Price as follows:
 - (i) Unless PSC Energy agrees in writing (prior to the Contract being signed) to a different payment timeframe, a deposit of 10% is payable to PSC Energy within 48 hours of acceptance of the Contract, subject to law.
 - (ii) The balance of the Price is due after the System is installed and fully operational (excluding any metering upgrades by your DNSP), following receipt of a valid tax invoice; and
 - (iii) If PSC Energy agrees that the balance of the Price is to be financed by an Approved Lender, the Customer must do everything necessary to assist PSC Energy to procure payment of the balance no later than the date agreed with PSC Energy.
- e) PSC Energy can accept the following payment methods: Visa, Mastercard, American Express, bank transfer, cheque, an Approved Lender, and/or any other method agreed between PSC Energy and the Customer.
 - f) If a dispute arises, the Customer is not entitled to discount, set off, or deduct from the Price, and is not entitled to withhold any money owed to PSC Energy.
 - g) PSC Energy's Price includes GST unless stated otherwise on the Contract and invoice.
 - h) Card payments for deposits and the final balance are subject to the following fees:
 - (i) Mastercard / debit card: 1%; and
 - (ii) American Express: 1.7%.

3 3. Finance

- a) If PSC Energy offers a finance option through a third-party provider, PSC Energy will provide the Customer with a Supplementary Agreement Pro Forma to be signed at the same time as the Contract.

4 4. Acceptance

- a) The Customer and PSC Energy accept and are immediately bound by these Terms and Conditions when the deposit is paid and the Contract is signed by the Customer (including by digital signature).
- b) The Customer warrants that they have the power to enter into this agreement, or have obtained all necessary authorisation to do so; that they are not insolvent; and that this agreement creates a binding and valid obligation on them.

5 5. Renewable Energy Certificates

- a) The System price offered by PSC Energy to the Customer may include Renewable Energy Certificates ("**RECs**") such as STCs, BSTCs, and PRCs.
- b) PSC Energy may provide the Customer with a REC deduction on the System. The Customer assigns PSC Energy the right to create all RECs in respect of the System.
- c) The REC deduction is based on the supply and demand of the renewable energy certificate market, or other mechanism designed by the government authority responsible for the relevant scheme, and is subject to change due to these factors. PSC Energy will advise in writing if the amount of RECs or the value of RECs changes and affects the Customer's out-of-pocket expense. These changes can only happen between the time the Contract is signed and the deposit is paid, and the commissioning date of the System.
- d) PSC Energy may lock in a REC amount at the point of sale by specifying the locked-in amount on the Contract. This amount is only valid if PSC Energy can install within the timeframe outlined in clause 10(a)(i). If the Customer delays installation, PSC Energy may, in its discretion, cancel the Contract in accordance with clause 8(d).
- e) PSC Energy is not liable for changes to REC schemes.
- f) The Customer must provide any information and sign any document that PSC Energy may require to create or register a REC or rebate, including (without limitation) a REC or rebate assignment form.
- g) If PSC Energy is not able to create RECs in respect of the System, and is therefore not able to claim the deduction, due to:
 - (i) the Customer does not provide information;
 - (ii) the Customer provides incorrect or inaccurate information;
 - (iii) the Customer does not sign documents reasonably requested by PSC Energy to enable REC creation; or
 - (iv) the government amends, reduces, or withdraws any REC rebate scheme,

then the Price will be increased by the REC deduction. If this occurs, PSC Energy will provide the Customer with 14 days' notice and will issue a valid tax invoice, which will be due and payable within 7 days of PSC Energy issuing the tax invoice.

6 6. Title of Goods

- a) Legal ownership and title to the System and all Goods associated with the System remain with PSC Energy until PSC Energy is paid in full and the Customer has met their obligations to PSC Energy.
- b) PSC Energy reserves the right to repossess the System and any Goods associated with the System, with notice, if payment is not received in full.

7 7. Substitution

- a) PSC Energy Goods will not be substituted for other products without the Customer's prior agreement.
- b) Any substitutions will only be upgrades from the original products specified in the signed Contract.
- c) The Customer reserves the right to terminate their Contract with PSC Energy if a substitution is actioned. If the Customer exercises this right, they are entitled to a full refund of all monies paid to PSC Energy within 14 days of notice of termination.

8 8. Pre-Installation

a) Cooling-off

- (i) Suppliers using unsolicited sales practices (e.g., telemarketing or door-to-door trading) must provide a 10-day cooling-off period. Under the Australian Consumer Law, it is an offence for any money to be received, or Goods or services to be provided, before this cooling-off period expires.
- (ii) Where the sale is not an unsolicited consumer agreement, PSC Energy offers a 48-hour cooling-off period unless the Customer requests works to commence earlier, in which case the cooling-off period ends one (1) business day before the requested installation start date.

b) Variations

- (i) If a variation is required, the following steps must be taken:
 - (ii) PSC Energy must explain the need for the variation to the Customer by providing the information and assumptions used at the time of entering into the Contract and comparing them to the actual requirements of the installation;
 - (iii) PSC Energy must explain any changes to Customer details, design amendments, or Price changes (increase or decrease) with the Customer;
 - (iv) PSC Energy must obtain the Customer's written or verbal approval of the changes before any Contract information is changed or works are undertaken;
 - (v) Upon receiving the Customer's written or verbal approval of the variation, PSC Energy must undertake the works approved for the variation; and
 - (vi) Within a reasonable time after the Customer's written or verbal approval is given, PSC Energy must issue the Customer with a variation notice setting out the agreed changes.

(vii) Variations may include (without limitation):

- (viii) updating Customer details and information on Contract documents;
- (ix) upgrading or amending the Customer's switchboard or electrical infrastructure, unless specifically quoted at the time of entering into the Contract;
- (x) difficulty accessing the site or work areas due to unforeseen circumstances or Customer restrictions;
- (xi) increasing or decreasing the number of panels and/or battery capacity due to the Customer's request or onsite design requirements; or
- (xii) any other reasonable change that causes the System installation to be substantially different from what was assumed at the time the Contract was entered into.

(xiii) The Customer acknowledges that, if the Customer has provided written or verbal agreement to a variation before the changes are made or works are carried out, then the variation notice issued by PSC Energy will be evidence of that agreed variation.

c) Refunds

- (i) On the Customer's request, PSC Energy will provide the Customer with a full refund where:
 - (A) the final System design PSC Energy provides (as described in clause 2(a)) is substantially different from that quoted at the point of Contract and is not approved by the Customer; or
 - (B) any of the following applies:
 - (1) the site-specific System design and performance estimate is a deliverable under the Contract, that information is not provided before the expiry of any cooling-off period, and the Customer does not consent to proceed upon receiving it; or
 - (2) the estimated delivery timeframe for installation completion agreed at the point of Contract is not honoured for reasons reasonably within PSC Energy's control, and the Customer does not consent to a revised timeframe; or
 - (3) PSC Energy (acting on behalf of the Customer) is unable to obtain grid connection approval from the Customer's DNSP in accordance with section 9.

d) Cancellation

- (i) PSC Energy may cancel any Contract to which these Terms and Conditions apply, or cancel delivery of Goods, equipment, and/or the System, by giving the Customer notice in writing of not less than 30 days.
- (ii) If PSC Energy gives notice under clause 8(d)(i), PSC Energy must refund the Customer all amounts paid by the Customer (including amounts paid for Goods or equipment, if applicable). PSC Energy will not be liable for any loss or damage arising from such cancellation.

(iii) If the Customer wishes to cancel delivery of Goods, equipment, and/or the System, the Customer may be liable for costs incurred, including (without limitation) administration fees and grid connection fees.

(iv) If the Customer cancels within the applicable cooling-off period, any deposit paid (less any administration fees incurred) will be refunded to the Customer.

(v) If the Customer cancels outside the applicable cooling-off period, any deposit paid will not be refunded.

9 9. Grid Connection (NSW)

a) General

(i) The Customer acknowledges that the System may be Commissioned but not yet connected to the electricity grid. Grid connection typically requires (among other things) approval from the relevant DNSP, completion of any required metering works, and authorisation to energise/export.

(ii) In New South Wales, grid connection works and requirements are governed by the Service and Installation Rules of New South Wales (as amended from time to time) and by the relevant DNSP's additional requirements, policies, and processes.

(iii) The Customer acknowledges that the relevant DNSPs in New South Wales include:

- (A) Ausgrid;
- (B) Endeavour Energy; and
- (C) Essential Energy.

b) Applications, timeframes, and delays

(i) Unless the Customer agrees otherwise in writing, PSC Energy will submit (or arrange submission of) the embedded generation connection application and supporting documentation required by the relevant DNSP for the System.

(ii) The Customer must promptly provide all information reasonably required to progress grid connection, including (without limitation) the National Meter Identifier (NMI), site details, and any information requested by the DNSP, metering provider, or electricity retailer, and must ensure that all information provided is accurate.

(iii) The Customer acknowledges that PSC Energy does not control, and cannot guarantee, DNSP approvals, export limits, connection offers, inspection requirements, metering upgrade timeframes, retailer processes, or the time required to energise the System for export.

(iv) To the extent permitted by law, PSC Energy is not liable for any delay, loss, or costs arising from any act or omission of a DNSP, electricity retailer, metering provider, Accredited Service Provider (ASP), government authority, or any change to the Service and Installation Rules of New South Wales or other applicable standards.

c) Export limits and operating settings

- (i) The Customer acknowledges that the DNSP may impose export limits, operating constraints, inverter settings, protection requirements, or other technical conditions as part of grid connection approval.
- (ii) The Customer acknowledges that DNSP grid connection approval may be granted on an export-limited basis (including, for example, zero export or dynamic export limits) and/or subject to other operating constraints. The Customer agrees that any such approval outcome does not constitute a variation, defect, or breach by PSC Energy, provided the System supplied and installed complies with the Contract and applicable standards.
- (iii) PSC Energy will configure the System in accordance with applicable standards and any DNSP-approved settings notified to PSC Energy. The Customer acknowledges that these requirements may limit the System's export and/or performance.
- (iv) The Customer must not tamper with, disable, or change inverter settings, export controls, protection devices, or other equipment required for grid connection approval.

10 10. Installation

a) Time frame

- (i) PSC Energy must use all reasonable endeavours to install the System within six (6) months of the date of the Contract.
- (ii) PSC Energy may delay the installation date for reasons beyond its reasonable control, including (without limitation) unsafe weather conditions, connection approvals, product availability, or pandemics/epidemics.
- (iii) If PSC Energy delays the installation under clause 10(a)(ii), PSC Energy will reschedule the installation as soon as practicable and inform the Customer of the new installation date.

b) Goods

- (i) The Customer must inspect all Goods on arrival. Any damage noted must be reported to PSC Energy immediately.
- (ii) If any damage to the Goods occurs prior to transfer of ownership, PSC Energy may claim any insurance relating to the Goods.
- (iii) If the Customer requests PSC Energy to leave Goods outside the Customer's premises for pick-up or delivery, the Goods will be left at the Customer's sole risk. Any such request must be made in writing.

c) Access

- (i) The Customer must ensure PSC Energy has clear and unobstructed access to the work site to carry out the works.

d) Compliance

- (i) To ensure the System meets all applicable Australian/New Zealand standards (including AS/NZS 5033:2021, AS/NZS 5139:2019 and AS/NZS 4509.1:2009), PSC Energy PV and BESS

installations will be installed and commissioned by an Installer. Any invoice includes all costs associated with the Installer.

(ii) PSC Energy will provide the Customer with details of the Installer on the Customer's written request before installation of the System.

(iii) The Customer agrees that PSC Energy is responsible for any loss or damage caused to the Customer's property as a result of the Installer's act, omission, workmanship and/or negligence.

(iv) While the Installer takes all due care, if there is any damage to the Customer's roof, the Installer may repair or replace that damage, provided the Customer has the necessary tiles available.

(v) PSC Energy may use subcontractors for works outside the scope of solar and battery installation (e.g., repair work) at any time during the Contract, but PSC Energy remains liable for all work carried out under the Contract.

(vi) The Customer acknowledges that PSC Energy does not guarantee any noise levels (internal or external) and is not liable for any loss, damage, or costs relating to noise levels.

(vii) If PSC Energy, the Installer, or any PSC Energy representative reasonably believes the premises is not safe for installation of the System (including due to asbestos, site conditions, defective or unsafe wiring, or unsafe roof access), PSC Energy may delay installation until PSC Energy is reasonably satisfied installation can proceed safely. Any works PSC Energy undertakes to make the premises safe will be at the Customer's cost and risk.

(viii) If any equipment or Goods need to be relocated due to the Customer's request, neighbourhood complaints, or local authority complaints, the Customer will be responsible for any reasonable costs.

(ix) The Customer acknowledges and agrees that it is the Customer's responsibility to ensure all equipment partly or completely installed on site is secured against theft or damage other than that caused by the Installer.

e) Structural integrity

(i) PSC Energy must take reasonable precautions when installing the System on the roof of the site. However, the Customer acknowledges that PSC Energy did not build the site. PSC Energy does not assume liability for the structural integrity of the roof or its ability to absorb and withstand the weight of the System. The Customer also acknowledges that installation of the System may affect the roof manufacturer's warranty.

f) Rubbish removal

(i) PSC Energy will remove its own rubbish and clean up. PSC Energy is not responsible for removal of rubbish or clean-up of the home/construction site(s), and this is the Customer's responsibility, unless otherwise discussed and confirmed in writing by PSC Energy.

11 11. After Installation Service

- a) PSC Energy offers a minimum retailer's warranty of ten (10) years on the operation and performance of the System, including workmanship and products. A copy of the warranty documents will be included in the Customer's handover documents.
- b) PSC Energy will provide a method for measuring System energy output at handover of the System and in the Customer's completion pack.
- c) The Customer will receive information in the completion pack on how to appropriately maintain the System.

12 12. Intellectual Property

- a) Any designs, drawings, or developed Goods and/or equipment provided by PSC Energy to the Customer remain the property of PSC Energy.
- b) The Customer agrees that PSC Energy may use (at no cost) any documents, designs, drawings, or Goods created by PSC Energy for the Customer for promotional, marketing, or competition purposes, provided the Customer has given prior written consent.

13 13. Privacy

- a) All parties to this Contract are bound by the Privacy Act 1988 (Cth).
- b) PSC Energy may, with the Customer's prior written consent, use photos taken by PSC Energy and/or the Installer for promotional purposes.
- c) PSC Energy may, with the Customer's prior written consent, use the Customer's first name and suburb for promotional and sales purposes, including on social media and PSC Energy's website.
- d) PSC Energy may collect, use, and disclose the Customer's personal information to the extent reasonably necessary to perform the Contract and to arrange finance (if applicable), grid connection, metering, and retailer processes, including by disclosing information to an Approved Lender/financier, the relevant DNSP, the Customer's electricity retailer, metering providers, and/or Accredited Service Providers. PSC Energy will only disclose information that is reasonably necessary for these purposes and will handle personal information in accordance with applicable privacy laws.
- e) The Customer may request a different arrangement regarding privacy, provided it is in writing and signed by both PSC Energy and the Customer.

14 14. General

- a) PSC Energy will comply with the NETCC (The New Energy Tech Consumer Code). Any term of the Contract which is or becomes unenforceable does not invalidate the other terms of the Contract.

b) PSC Energy's failure to enforce any provision of these Terms and Conditions does not constitute a waiver of that provision, and does not affect PSC Energy's right to later enforce that provision. If any provision of these Terms and Conditions is invalid, void, illegal, or unenforceable, the validity, existence, legality, and enforceability of the remaining provisions will not be affected.

c) The laws of New South Wales, Australia govern these Terms and Conditions and any Contract to which they apply, and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

d) Neither party is liable for a default due to an act of God, war, terrorism, strike, lockout, industrial action, fire, flood, storm, or other event beyond that party's control.

e) PSC Energy must effect and maintain the following insurances with reputable insurers:

- (i) public liability insurance, appropriate to the installation services and products for an amount of not less than \$20 million, including coverage for death, personal injury and loss or damage to personal and real property; and
- (ii) workers compensation insurance, in accordance with applicable law.

f) Dispute resolution

- (i) If a dispute arises in connection with the Contract, the System, the Goods, or these Terms and Conditions (Dispute), either party may give the other party written notice of the Dispute.
- (ii) A Dispute notice to PSC Energy must be sent to support@pscenergy.com.au and must set out reasonable details of the Dispute and the outcome sought.
- (iii) The parties must use reasonable endeavours to resolve the Dispute in good faith within 14 days after a Dispute notice is given (or such longer period as the parties agree in writing).
- (iv) If the Dispute is not resolved within that period, either party may refer the Dispute to mediation by a mediator agreed between the parties (or, failing agreement, appointed by the President of the Law Society of New South Wales), before commencing court proceedings, except where urgent interlocutory or injunctive relief is sought. Nothing in this clause limits any rights the Customer may have under the Australian Consumer Law or other applicable law.