



FOREMAN-SHEEAN
ELECTRICAL & COMMUNICATIONS

SOLAR & RENEWABLE ENERGY SERVICES

TERMS & CONDITIONS

Foreman-Sheean Electrical & Communications Pty Ltd

ABN: 99 631 940 399 | **Address:** 271–277 Etiwanda Ave, Mildura VIC 3500

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A subsidiary of GENiUX Operations Pty Ltd (ABN 68 625 360 134), Suite 409G, 50 St Georges Terrace, Perth WA 6000

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These Terms & Conditions apply to all solar photovoltaic, battery storage, and renewable energy system installations and services provided by Foreman-Sheean Electrical & Communications Pty Ltd. These Terms & Conditions are to be read in conjunction with our Master Service & Supply Agreement, available at www.foreman-sheean.com.au/terms. Please read this document carefully before accepting any quotation.

1. PARTIES

These Terms & Conditions are between **Foreman-Sheean Electrical & Communications Pty Ltd** (ABN 99 631 940 399) of 271–277 Etiwanda Ave, Mildura VIC 3500 (referred to as "**we**", "**us**", "**our**") and you, the person or entity accepting a solar or renewable energy quotation (referred to as "**you**", "**your**", or the "**Customer**").

These Terms & Conditions apply to all solar photovoltaic (PV), battery storage, and renewable energy system installations and services. They are to be read together with our Master Service & Supply Agreement. Where a conflict exists between these Terms & Conditions and the Master Service & Supply Agreement, these Terms & Conditions prevail to the extent of the conflict.

2. PRICING & PAYMENT TERMS

The total quoted price is fully installed and is inclusive of GST.

Payment schedule:

- (a) 10% is payable upon acceptance of this Quote as a deposit.
- (b) 50% is payable upon confirmation of the Installation Appointment.
- (c) 30% is payable upon installation of system components.
- (d) 10% is payable upon provision of the Certificate of Electrical Safety.

Please note that the installation cost is based on our standard installation as ascertained by our team during the site visit. An additional site visit may be necessary to identify any additional costs associated with the work. The Customer will be notified of any additional costs, at which point they may choose not to proceed. Should unforeseen issues arise during installation that will incur further costs, we will seek your authority before proceeding.

3. PRICE VALIDITY

Quotation prices are valid for 14 days from the date of issue. Small-scale Technology Certificate (STC) pricing is subject to change in accordance with prevailing market rates and will be confirmed at the time of quotation. Prices quoted are based on current STC values and may be adjusted if STC prices change between the date of quotation and the date of installation.

Upon acceptance of this Quote by clicking the ACCEPT button, a deposit invoice will automatically be issued for the 10% deposit. By accepting this Quote, you confirm that you have read and agree to these Terms & Conditions.

4. EXCLUSIONS

The following items are excluded from the quoted price unless expressly stated otherwise:

- (a) Changes to the location of installed components after the quote has been accepted.
- (b) Supply of a 4G internet SIM card and router to bring the monitoring system online. If WiFi access cannot be provided by the Customer, a 4G modem must be installed at an additional cost of \$400 + GST. This includes data for a 6-month period.
- (c) Additional augmentation work required by the energy distributor. No allowance has been made for the energy distributor's metering or headworks costs.

If you have contract energy pricing, you should contact your retailer to discuss the impact of installing solar on your existing tariff rates.

5. CUSTOMER PORTAL

Upon acceptance of this Quote, we will set up a customer portal specifically for you, allowing you to view an itemised breakdown of your installation and keep track of your account. An email will be sent to you when your portal is ready.

6. PAYMENT OF DEPOSIT INVOICE

The system will be installed within 3 months after the deposit invoice has been paid. The invoice can be paid via Electronic Funds Transfer (EFT), a one-off Direct Debit through GoCardless, or Credit Card payment through Stripe. Payment options and links are included on the deposit invoice.

7. INSTALLATION

Foreman-Sheean Electrical & Communications Pty Ltd will ensure that all solar photovoltaic (PV), battery storage, and renewable energy system installations for which Small-scale Technology Certificates (STCs), Large-scale Generation Certificates (LGCs), or Victorian Energy Efficiency Certificates (VEECs) are to be claimed are designed and installed by appropriately accredited designers and installers in accordance with all applicable regulatory and scheme requirements, including accreditation under the Solar Accreditation Australia (SAA) scheme (or any successor accreditation body).

8. BATTERY LOCATION

Unless otherwise stated, this quote assumes that the battery and inverter location is weatherproof. Any walls shared between the battery/inverter location and an adjacent liveable room must be made of non-combustible material, such as brick, or be covered with a non-combustible barrier such as cement fibre board.

Batteries must not be exposed to direct sunlight, as this can cause overheating of the modules leading to shutdown or premature failure.

9. LOCAL ELECTRICITY NETWORK DISTRIBUTOR APPLICATION

Foreman-Sheean Electrical & Communications Pty Ltd will manage and assist you with the Local Electricity Network Distributor and your electricity retailer's applications and approval processes. The cost of this service is not included in the total quoted price unless specified otherwise.

Before installation, your electricity meter may require reconfiguration or approval from the local energy distributor or your electricity retailer. This process involves completing and submitting the relevant connection application forms.

To allow us to manage this process on your behalf, you will be required to sign an Authority to Act on Client's Behalf to Energy Retailers form. This authorises us to prepare, submit, and liaise with your electricity retailer and network operator regarding the connection approval.

If you decide to obtain Energy Network connection approval yourself, Foreman-Sheean Electrical & Communications Pty Ltd will provide support and guidance to assist you in completing the process correctly.

10. ACCEPTANCE & AUTHORITY TO PROCEED

By accepting this Quote, you give authority for Foreman-Sheean Electrical & Communications Pty Ltd to act on your behalf for all applications with your electricity retailer and network operator associated with this project.

11. ENVIRONMENTAL CERTIFICATES — STCs, VEECs & LGCs

11.1 Assignment of Rights: STCs

The Customer acknowledges that the system may be eligible to create Small-scale Technology Certificates (STCs) under the Small-scale Renewable Energy Scheme administered by the Clean Energy Regulator. Unless otherwise agreed in writing, the Customer irrevocably assigns to Foreman-Sheean Electrical & Communications Pty Ltd all rights, title, and interest in and to any STCs created in connection with the system, including the right to register the system, create, manage, and trade such certificates. The Customer acknowledges that the value of STCs has been taken into account in determining the price and/or discount provided under this Agreement.

11.2 Assignment of Rights: VEECs

The Customer acknowledges that the installation of the system may be eligible to create Victorian Energy Efficiency Certificates (VEECs) under the Victorian Energy Upgrades program administered by the Essential Services Commission. In consideration of the pricing and/or discount offered under this Agreement, the Customer irrevocably assigns to Foreman-Sheean Electrical & Communications Pty Ltd or its nominated Accredited Person all rights, title, and interest in and to any VEECs that may be created in connection with the installation.

11.3 Assignment of Rights: LGCs

The Customer acknowledges that the system may be eligible to create Large-scale Generation Certificates (LGCs) under the Renewable Energy Target administered by the Clean Energy Regulator. Unless otherwise agreed in writing, the Customer irrevocably assigns to Foreman-Sheean Electrical & Communications Pty Ltd all rights, title, and interest in and to any LGCs created in connection with the system, including the right to register the system, create, manage, and trade such certificates.

11.4 Accreditation & Scheme Participation

The Customer acknowledges that:

- (a) VEECs may only be created by an accredited person approved under the Victorian Energy Upgrades program; and
- (b) STCs and LGCs may only be created by a registered person under the Renewable Energy Target and Small-scale Renewable Energy Scheme.

The Customer consents to Foreman-Sheean Electrical & Communications Pty Ltd disclosing relevant information to its nominated Accredited Person and to the Clean Energy Regulator (or its agents) for the purposes of creating STCs, VEECs, and LGCs.

11.5 Disclosure of Benefit

The Customer acknowledges that STCs, VEECs, and LGCs have financial value and that this value has been taken into account in determining the price and/or discount provided under this Agreement. The Customer agrees that it is not entitled to any separate payment, rebate, or benefit in respect of these certificates unless expressly stated otherwise in writing.

11.6 Customer Obligations

The Customer agrees to:

- (a) provide true, accurate, and complete information required to assess eligibility and create STCs, VEECs, and LGCs;
- (b) sign all documents and provide all consents reasonably required for the creation of STCs, VEECs, and LGCs prior to or at the time of installation;
- (c) provide reasonable access to the site for inspection, audit, or verification purposes; and
- (d) not engage in any conduct that may jeopardise the eligibility or creation of STCs, VEECs, or LGCs.

11.7 Exclusivity

The Customer warrants that it has not previously assigned or created, and will not assign or create, any STCs, VEECs, LGCs, or similar environmental certificates in respect of the system with any other party.

11.8 Conditional Pricing

The Customer acknowledges that the Agreement price is based on the assumption that STCs, VEECs, and/or LGCs will be successfully created. If STCs, VEECs, or LGCs cannot be created due to:

- (a) inaccurate or incomplete information provided by the Customer;
- (b) the Customer's failure to comply with this clause; or
- (c) changes made by the Customer to the system or site,

then Foreman-Sheean Electrical & Communications Pty Ltd reserves the right to adjust the price to recover the value of the certificates not created.

11.9 Regulatory Compliance & Audit

The Customer acknowledges that the installation and creation of STCs, VEECs, and LGCs are subject to the rules and requirements of the Small-scale Renewable Energy Scheme, the Victorian Energy Upgrades program, and the Renewable Energy Target, and may be audited by the Essential Services Commission, the Clean Energy Regulator, or their representatives. The Customer agrees to reasonably cooperate with any such audit.

11.10 Indemnity

The Customer indemnifies Foreman-Sheean Electrical & Communications Pty Ltd and its Accredited Person against any loss, cost, or liability arising from a breach of this clause or from any information provided by the Customer being false, misleading, or incomplete.

12. RETENTION OF TITLE

Title to and ownership of all system components (including solar panels, inverters, batteries, and associated equipment) installed under this Agreement remains vested in Foreman-Sheean Electrical & Communications Pty Ltd until all payments owing under this Agreement have been paid in full. Until title passes, the Customer holds the system components as bailee for Foreman-Sheean Electrical & Communications Pty Ltd.

The Customer acknowledges that this retention of title supports Foreman-Sheean Electrical & Communications Pty Ltd's entitlement to create and assign Victorian Energy Efficiency Certificates (VEECs), Small-scale Technology Certificates (STCs), and Large-scale Generation Certificates (LGCs) as the owner of the relevant plant and equipment, in accordance with applicable scheme rules.

13. GUARANTEE

Our commitments to you in connection with this Agreement are as follows:

WE WILL:

Notify you of installation date changes: Foreman-Sheean Electrical & Communications Pty Ltd will inform you of any changes to the installation date due to factors such as stock or installer availability, weather, or unforeseen circumstances.

Install the system as ordered: On the installation date, Foreman-Sheean Electrical & Communications Pty Ltd will supply and install the ordered solar system components and

necessary materials, ensure proper operation, and handle the final connection to the electricity network (subject to third-party inspection).

Submit paperwork to your electricity supplier: Upon receiving the Certificate of Electrical Safety and signed paperwork from you, Foreman-Sheean Electrical & Communications Pty Ltd will send the necessary documents to your electricity supplier.

Take care during installation: Our installers take due care to prevent damage during installation. However, the Customer is responsible for providing any replacement tiles if roof tile breakages occur.

WE WILL NOT:

Obtain approvals on your behalf (unless agreed): You are responsible for obtaining any required approvals from local councils, planning authorities, body corporate, or property owners and providing written permission if needed.

Guarantee final system size without approval: The installed system size is subject to approval by your electricity distributor and may vary based on their decision.

Guarantee the quoted panel layout: The panel layout may need adjustments during installation due to unforeseen obstacles. We will discuss any changes with you beforehand.

Take responsibility for roof structure integrity: You are responsible for ensuring your roof can support the installation. Foreman-Sheean Electrical & Communications Pty Ltd is not liable for any issues with existing roof structures or materials.

Provide replacement tiles: Foreman-Sheean Electrical & Communications Pty Ltd does not supply replacement tiles in the event of any roof tile breakages during installation.

14. WARRANTY

Foreman-Sheean Electrical & Communications Pty Ltd offers a 5-year workmanship warranty for solar system installations. This warranty covers defects in installation workmanship and assures that the system is free from installation-related faults.

This warranty does not cover issues related to the integrity of the roof structure or existing plumbing, wiring, or other household infrastructure. This warranty is in addition to, and does not limit, the consumer guarantees available to you under the Australian Consumer Law.

Component warranties (including panels, inverters, and batteries) are provided by the respective manufacturers and are separate from our workmanship warranty. We will take all reasonable steps to assist you in making a manufacturer warranty claim.

15. COMPLAINT HANDLING POLICY

We are committed to resolving any complaints as quickly and fairly as possible. Our complaint handling process is as follows:

- (a) We will acknowledge receipt of your complaint as soon as possible and inform you when we expect to respond.
- (b) We aim to provide a response to your complaint within 15 business days of receipt. If we are unable to provide a final response within this timeframe, we will notify you before the 15 business days have passed and provide an update on progress.
- (c) We will provide a final response to your complaint within 25 business days of receipt, unless both Parties have agreed to a further extension.

Contact details for complaints and escalation:

First Point of Contact	Details
Foreman-Sheean	Phone: 1300 003 732 Email: info@foreman-sheean.com.au
Internal Escalation	Contact: Brianna Thompson Email: brianna@geniux.com.au Email: corporate.service@geniux.com.au Phone: 08 6149 7322
External Dispute Resolution	Details
VIC Dept of Energy, Environment and Climate Action (DEECA)	Phone: 1300 366 356 Email: errfeedback@deeca.vic.gov.au
Victorian Ombudsman	Phone: 1800 806 314 Email: complaints@ombudsman.vic.gov.au
NETCC	Phone: 03 9929 4195 Email: info@newenergytech.org.au

16. CANCELLATION & REFUND POLICY

Under the Australian Consumer Law and the New Energy Tech Consumer Code (NETCC), you have cooling-off and termination rights, including the right to terminate a sales agreement within 10 business days if the sale resulted from an unsolicited contact.

In the event that you cancel the contract, Foreman-Sheean Electrical & Communications Pty Ltd will refund your deposit less a \$300 administration fee, unless any of the following circumstances apply:

- (a) Once you have signed the contract, any variations to the system design must be documented and signed off by you prior to installation.

Foreman-Sheean Electrical & Communications Pty Ltd will provide you with a full refund upon request where:

- (b) The final system design is significantly different from that quoted at the point of contract and is not signed off by you.
- (c) The site-specific full system design and performance estimate is provided as a deliverable of the contract, and this information is not provided before the expiry of any cooling-off period, and you do not consent to the information upon receiving it.

- (d) The estimated delivery timeframe for installation completion agreed upon at the point of contract is not honoured for reasons reasonably within our control, and you do not consent to a revised timeframe.
- (e) Foreman-Sheean Electrical & Communications Pty Ltd, acting on your behalf to obtain grid connection approval, does not do so prior to installation, and you do not receive approval from the distributor to connect a system.
- (f) Extra chargeable work arises that was not specified in the initial contract, the additional costs are not borne by Foreman-Sheean Electrical & Communications Pty Ltd, and you do not consent to these additional costs.

17. COMPLIANCE WITH NETCC

Foreman-Sheean Electrical & Communications Pty Ltd is bound by the New Energy Tech Consumer Code (NETCC). The NETCC sets out standards for the sale, design, installation, and ongoing service of solar, battery, and other new energy technology products.

You can review the full NETCC at: <https://www.newenergytech.org.au>

By electronically or otherwise accepting a Quote, you confirm that you have read and agree to these Terms & Conditions.

By accepting a Quotation from Foreman-Sheean Electrical & Communications Pty Ltd, you acknowledge that you have read, understood, and agreed to these Terms & Conditions in their entirety.
