

Canberra 12/02/2014,

1. Definitions

- a) **Actual Output** means the electrical output of a solar panel as installed on the Premises.
- b) **Additional Installation Costs** has the meaning given in clause 10.2.
- c) **Agreement** means the executed Contract to Purchase and these Terms and Conditions.
- d) **Balance** means the balance of the Purchase Price specified for the Goods and Services in the Contract to Purchase, as adjusted under clause 9.3.
- e) **Business Day** means a day on which banks are open for general banking business in your State or Territory (not being a Saturday, Sunday or public holiday in that State or Territory).
- f) **Clean Energy Council Guidelines** means the Grid-Connected PV Systems System Design Guidelines for Accredited Designers, the Grid-Connected PV Systems (No Battery Storage) System Installation Guidelines for Accredited Installers and Supervisors and other standards or guidelines relevant to the installation and commissioning of photovoltaic systems, as amended from time to time.
- g) **Cooling off Period** means the period ending at 5.00pm on the fifth Business Day after the day on which the Contract to Purchase was executed by you.
- h) **Deposit** means 10% of the Purchase Price specified for the Goods and Services in the Contract to Purchase, unless otherwise stated in the Contract to Purchase.
- i) **Goods** means any or all of the products supplied by or on behalf of us to you.
- j) **Government Rebate** means any Commonwealth, State or Territory rebate or other benefit in relation to the Goods.
- k) **Nominated Output** means the expected output for a solar panel as nominated by the manufacturer.
- l) **Notice** has the meaning given in clause 20.1.
- m) **Premises** means your principal place of residence or other premises designed, constructed or adapted for use as a dwelling (such as a detached or semi-detached house, transportable house, terrace or town house, duplex, villa-home, strata or company title home unit or residential flat), as specified in the Contract to Purchase.
- n) **Purchase Price** means the price specified for the Goods and Services in the Contract to Purchase, being the sum of the Deposit, the Balance and, where applicable, the Switchboard Upgrade Fee, as adjusted under clause 9.3.
- o) **Quote** means the quotation provided to you by our consultant during a site inspection of the Premises, which will remain valid for 7 days after it is provided to you by our consultant.
- p) **Contract to Purchase** means the contract executed by you indicating your acceptance of our offer to supply the Goods and Services to you in exchange for payment by you of the Purchase Price on these Terms and Conditions.
- q) **Small Generation Unit** has the meaning given in section 5 of the *Renewable Energy (Electricity) Act 2000* (Cth)).
- r) **Solar Credits Discount** has the meaning given in clause 11.1.
- s) **Services** means the work performed by us in the installation and/or commissioning of the Goods at the Premises and all work incidental thereto.
- t) **STC** means a small-scale technology certificate created under the *Renewable Energy (Electricity) Act 2000* (Cth) or any other certificate, right or entitlement of a similar nature which arises under any law in relation to the supply or installation of a device that generates electricity whose energy source is solar.
- u) **Switchboard Upgrade** means the work performed by us in removing your old switchboard, extending cables and installing a 600mm x 600mm switchboard and all work incidental thereto.
- v) **Switchboard Upgrade Fee** means the fee charged by us for a Switchboard Upgrade.

- w) **Terms and Conditions** refers to the terms and conditions contained herein, which apply to the Agreement for the supply of Goods and Services by us to you.
- x) **Zones 1, Zone 2, Zone 3 and Zone 4** each has the meaning given in Part 1 of Schedule 5 of the *Renewable Energy (Electricity) Regulations 2001* (Cth) and a list of postcodes which lie in each zone is available at <http://www.orer.gov.au/publications/pubs/sgu-postcode-zones-1010.pdf>

2. Interpretation

- a) A reference to “you” or “your” is to the person who enters into this Agreement with us.
- b) A reference to “we”, “us” or “our” is to Green Broker PTY LTD (ACN 150 491 026) trading as Green Broker.
- c) A reference to dollars or \$ is to Australian currency.
- d) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

3. When this Agreement starts

This Agreement will commence on our receipt of the Contract to Purchase executed by you.

4. Cooling off period

- 4.1** You may terminate this Agreement by notice in writing to us during the Cooling off Period.
- 4.2** If you elect to terminate this Agreement under clause 4.1, any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.6.

5. Supply and purchase of Goods and Services

We agree to supply, and you agree to purchase, the Goods and Services on and subject to the terms of this Agreement.

6. Right of Entry

6.1 You grant and must ensure that any third party, including a lessee of the Premises, grants us (and our employees, contractors and agents) permission to enter the Premises to:

- a) conduct a site inspection;
- b) install and/or commission the Goods;
- c) inspect the Goods;
- d) conduct repairs or maintenance to the Goods;
- e) remove the Goods and any equipment; and
- f) any other activities incidental to, or necessary to facilitate, the above activities.

7. Installation and Switchboard Upgrade

7.1 You must be present at the Premises for the installation of the Goods when and as reasonably required by us (or our employees, agents or contractors). In the event you do not attend the Premises as required and we are precluded from completing installation of the Goods, you may be charged a cancellation fee of \$250.

7.2 You must ensure that the Premises are ready for installation of the Goods to take place on the date scheduled for the installation.

7.3 We must take reasonable care to ensure that the Goods are installed and/or commissioned:

- a) by competent, licensed and insured installers; and
- b) subject to clause 7.4, in accordance with the Clean Energy Council Guidelines.

7.4 If you are not satisfied with the location for installation of the Goods that we select in accordance with the guidelines and standards referred to in clause 7.3, you may do either of the following:

- a) You may request us to install the Goods at a different location at the Premises. We may agree to or refuse your request at our discretion and, if we agree to your request, we must notify you in writing of any increase in the Purchase Price resulting from the installation of the Goods at the different location at the Premises.
- b) You may terminate this Agreement by notice in writing, but only if we have not commenced installing the Goods. If you elect to terminate this Agreement under this paragraph (b), any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.5.

7.5 You acknowledge and accept that the Actual Output of any solar panel installed as part of the Goods may differ from the Nominated Output if the Goods are installed in conditions which are different from the conditions under which the manufacturer assessed the Nominated Output.

7.6 In some circumstances, effective installation of the Goods will require a Switchboard Upgrade. You may elect to engage either us or your own electrician to perform the Switchboard Upgrade. In the event you elect to engage us to perform the Switchboard Upgrade, we will notify you of the Switchboard Upgrade fee prior to entry into this Agreement.

7.7 In the event the need for a Switchboard Upgrade does not become apparent until after entry into this Agreement, we will notify you of the need for a Switchboard Upgrade and the Switchboard Upgrade fee as soon as reasonably practicable.

7.8 If we notify you under clause 7.7, you may terminate this Agreement by notice in writing to us within 5 Business Days. If you terminate this Agreement under this clause 7.8, any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.6.

8. Dates for supply of the Goods

8.1 You acknowledge and agree that any times, dates or periods we quote for the supply and installation of the Goods are estimates only and we are not obliged to supply and install the Goods within those times, dates or periods.

8.2 We will not be liable for any damage or loss resulting from any delay in the supply and installation of the Goods.

8.3 We will use reasonable endeavours to install the Goods in a timely manner having regard to any applicable legislative requirements that apply with respect to the start of work and estimate that we will install the Goods within 120 days of the later of:

- a) Our receipt of the Contract to Purchase executed by you; or
- b) Your payment of the Deposit to us.

We will use reasonable endeavours to notify you if the Goods cannot be delivered within this period.

8.4 If you:

- a) receive notification from us under clause 8.3; or
- b) otherwise become aware that the Goods cannot be delivered within the 120 day period in clause 8.3, you may terminate this Agreement by notice in writing to us (given, in respect of paragraph (a), within 5 Business Days after you receive our notice) but only if we have not commenced installing the Goods. If you elect to terminate this Agreement under this clause 8.4, any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.6.

9. Price and payment

9.1 You must pay us:

- a) the Balance on the date we install the Goods at the Premises; and
- b) the Switchboard Upgrade fee on the date we perform the Switchboard Upgrade at the Premises,
- d) (together, **the Purchase Price**).

9.2 We may use the Deposit (if charged) to procure the Goods from our suppliers.

9.3 We may increase the Purchase Price by notice to you in accordance with clause 7.4(a), 7.7, 10.2, or 11.3.

9.4 Furthermore, we may increase the Purchase Price by notice to you in response to regulatory changes prior to installation of the Goods. If we increase the Purchase Price under this clause 9.4 you may, at your option, accept the new Purchase Price, in which case this Agreement will continue, or terminate this Agreement. If you elect to terminate this Agreement under this clause 9.4, any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.6.

9.5 You may make a payment under this Agreement by bank cheque, money order, cash or direct deposit. The date you are taken to have made the payment for the purposes of this Agreement will be the date we receive the amount of the payment as cleared funds in our account.

9.6 If you do not pay any amount by the due date under this Agreement:

- a) interest will accrue at the rate of 12% on that amount calculated daily from (and including) the date on which the amount becomes due and payable to the date the amount is paid in full; and
- b) at our request, you must pay us the amount of any reasonable costs incurred by us in pursuing payment of the unpaid amount (such as the costs of debt collectors retained by us).

10. Additional installation costs

10.1 You acknowledge that we have relied upon information provided by you concerning the nature of the Premises in calculating the Purchase Price.

10.2 If, upon conducting a site inspection or entering the Premises to install and/or commission the Goods, we identify additional costs involved in installing and/or commissioning the Goods (**Additional Installation Costs**), we may increase the Purchase Price by the amount of those Additional Installation Costs by notice to you.

10.3 If we notify you under clause 10.2, you may terminate this Agreement by notice in writing to us within 5 Business Days unless you have accepted the increase in the Purchase Price during that period. If you terminate this Agreement under this clause 10.3:

- a) In circumstances where we would have discovered that Additional Installation Costs would apply to the installation of the Goods at the Premises had you provided accurate and/or complete information, any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.5; or
- b) in circumstances where you could reasonably have been expected to identify that the Additional Installation Costs would apply to the installation of the Goods at the Premises, any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.5; or
- c) in circumstances where you could not have been reasonably expected to identify that the Additional Installation Costs would apply to the installation of the Goods at the Premises, any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.6.

10.4 Should you decide to pay the Additional Installation Costs and keep this Agreement on foot, you must pay us the Additional Installation Costs on the date we install the Goods at the Premises.

11. Solar Credits Discount

11.1 You acknowledge that in calculating the Purchase Price we have deducted an amount (**Solar Credits Discount**) on the basis that:

- a) you will be entitled to create STCs in relation to the installation of the Goods at the Premises and to receive Government Rebates;

- b) the number of STCs that may be created in relation to the installation of the Goods at the Premises will be multiplied by the multiplier for certificates for Small Generation Units specified in regulation 20AA of the *Renewable Energy (Electricity) Regulations 2001 (Cth)* for the relevant period; and
- c) you will assign your rights to create STCs and to receive Government Rebates to us.

11.2 You must ensure that:

- a) there is no pre-approval or funding agreement in force in respect of the Goods under the Solar Homes and Communities Plan, the Renewable Remote Power Generation Program or the National Solar Schools Program, as defined in regulation 20AA of the *Renewable Energy (Electricity) Regulations 2001 (Cth)*;
- b) financial assistance has not been approved or provided under any of the programs or plans referred to in paragraph (a), or under the Photovoltaic Rebate Program, as defined in regulation 20AA of the *Renewable Energy (Electricity) Regulations 2001 (Cth)*, in respect of any other Small Generation Unit at the Premises; and
- c) the Goods will be the first Small Generation Unit installed at the Premises.

11.3 If, in breach of any subparagraph in clause 11.1 or 11.2, the Solar Credits Discount does not apply to the supply and installation of the Goods at the Premises, we may increase the Purchase Price by the amount of the Solar Credits Discount, by notice in writing to you.

11.4 If we notify you under clause 11.3 you may terminate this Agreement by notice in writing to us within 5 Business Days, but only if we have not commenced installing the Goods. If you terminate this Agreement under this clause 11.4 any amounts you have paid as at the date of termination will be dealt with in accordance with clause 16.5.

12. Warranties and Acknowledgments by you

12.1 You:

- a) warrant that you have read and understood the Contract to Purchase and these Terms and Conditions.
- b) warrant that all information you have provided to us in relation to your purchase of the Goods and Services is true and accurate and you acknowledge and agree that we have relied on that information in entering into this Agreement;
- c) acknowledge and agree that the performance of the Goods may be affected by the actions of third parties and environmental conditions at the Premises including, without limitation, the number of hours of sunlight, cloud cover, weather patterns, the location of the Goods, dirt and the location of surrounding structures and flora;
- d) acknowledge and agree that the information and data relating to the performance of the Goods is approximate and will vary depending on the specific conditions at the Premises and you agree not to make any claim against us (and our employees, contractors and agents) regarding any of these issues as a result;
- e) warrant that all existing electrical and plumbing infrastructure and installations at the Premises (**Existing Systems**) comply with all laws, safety standards, Acts, rules, regulations and codes and the requirements and directions of any relevant Commonwealth, State and Local Government departments and other bodies (**Laws**);

- f) acknowledge and agree that if the Existing Systems are not compliant with all Laws, you may be required to repair or replace those parts of the Existing Systems that are not compliant at your own expense prior to the installation of the Goods and you accept responsibility for any damage caused to the Goods as a result;
- g) acknowledge and agree that all descriptive specifications, illustrations, drawings, data dimensions and weights provided by us to you, or otherwise contained in our fact sheets, price lists and other advertising material, are approximate only, unless stated otherwise;
- h) acknowledge and agree that we may, in our absolute discretion, substitute or use alternative goods to the Goods referred to in the Contract to Purchase and, if applicable, the Quote, provided that such goods are of equal or better quality than the Goods referred to therein; and
- i) warrant that you have obtained all necessary approvals or permits from the relevant authority(s) relating to the installation of the Goods at the Premises and the provision of the Services.
- j) warrant that the premises are suitable for the installation of the Goods.
- k) warrant that you are 18 years old or over prior to entering into this Agreement.

13. Warranties applicable to the Goods and Services

13.1 Subject to clause 14:

- a) Goods supplied by us are subject to the manufacturer's warranties which are set out in the documentation provided at the date of installation.
- b) We reserve the right to refer warranty claims directly to the manufacturer if outside the scope of reasonable service or installation work.
- c) Notification of defects must be made in writing to us within the specified warranty period to our postal address.
- d) No warranties in relation to any Goods are of any effect until we have received all amounts owing under this Agreement and title to the Goods has passed to you.

13.2 Subject to clause 14:

- a) Services provided by us are warranted against faulty workmanship for a period of one year from the date of installation of the Goods at the Premises.
- b) no warranties in relation to any Services are of any effect until we have received all amounts owing under this Agreement and title to the Goods to which the Services relate has passed to you.

13.3 We will carry out service calls in relation to the Goods and Services, subject to the following:

- a) you must give us 48 hours' minimum notice of any nonemergency service call after which we will arrange a time and date for a service call, subject to availability;
- b) service calls will generally be carried out during normal working hours only (9.30am – 4.00pm Monday to Friday);

- c) a minimum service charge of \$165.00 plus all travel and transport costs is payable for all service calls. For service calls after hours, an additional service charge of not less than \$100 applies.
- d) where we carry out a service call which is covered by warranty we will refund the service charge to you;
- e) where we carry out a service call which would ordinarily be covered by warranty but on inspection there is no problem with the Goods or Services, we will not refund the service charge to you;
- f) where we carry out a service call which is not covered by warranty, we will not refund the service charge to you; and
- g) where we carry out a service call which relates to a problem with Goods that are manufactured by a third party, we will refund the service call charge to you once we have been reimbursed for our costs by the manufacturer of those Goods.

13.4 All warranties are provided to you only and are not transferrable unless otherwise stated in this Agreement or the documentation provided to you at the date of installation of the Goods at the Premises.

14. Exclusions and Limitation of Liability

14.1 The warranties set out in clause 13 will no longer be valid if:

- a) anyone other than us (or our employees, contractors and agents) performs any work (including repairing or altering) to the Goods at any time;
- b) you fail to comply with all our reasonable instructions (whether written or verbal) in relation to the Goods; or
- c) you fail to return any Goods to us for inspection at your cost, where required by us.

14.2 The warranties set out in clause 13 do not cover:

- a) repaired breaks or any joins to sensor wire or any damage caused to sensor wire;
- b) your existing electrical installation, wiring or fuse box;
- c) normal fair wear and tear;
- d) any malicious damage or abuse;
- e) damage caused by vermin, animals or pests;
- f) corrosion, oxidization, discolouration by mould, or the like;
- g) damage caused by 'acts of God', improper voltage or power surges, accidents or other acts beyond our reasonable control;
- h) any damage to your property caused by the Goods failing or breaking;
- i) any alterations to your property which are a necessary consequence of the provision of the Services; or

j) any indirect, special, incidental or consequential damages including, without limitation, loss of profit or revenues and downtime costs, sustained by you in connection with the Services or in connection with the Goods failing or breaking.

14.3 Our liability is limited to:

- a) in the case of Goods, replacing the Goods, repairing the Goods or payment for the cost of replacing or repairing the Goods; and
- b) in the case of Services, re-supplying the Services, having the Services resupplied or payment for the cost of having the Services re-supplied.

14.4 To the extent permitted by law, we will not be liable for any personal injury or any indirect, special, incidental or consequential damages including, without limitation, loss of profit or revenues and downtime costs, suffered by you arising from:

- a) any use of, or incidental to, the Goods or any failure of the Goods to operate; or
- b) the provision of, or failure to provide, or faulty provision of, any Services.

14.5 If the Goods, or any component part of the Goods, is manufactured by a third party or supplied to us by a third party (including, for the avoidance of doubt, all solar panels, inverters and batteries) any warranty offered by us in relation to the Goods or component part of the Goods will be limited to our right of redress (if any) against the manufacturer or supplier of the Goods.

15. Risk and title

15.1 Risk of loss or damage to the Goods passes to you on delivery, which will occur on the earliest of the following events:

- a) you taking possession of the Goods;
- b) completion of the loading of the Goods onto a transportation vehicle provided by you; or
- c) installation of the Goods at the Premises.

15.2 Title to the Goods will pass to you on payment to us in cleared funds of the Purchase Price and any other amounts due by you to us.

15.3 Until we receive payment of the Purchase Price in full in cleared funds:

- a) we retain full legal title to the Goods;
- b) if the Goods are in your possession, you will hold the Goods as bailee for us and must store the Goods so that they are clearly identifiable as our property;
- c) We may call for, and recover possession of, the Goods at any time;
- d) You grant us (and our employees, contractors and agents) a non-exclusive licence to enter onto the Premises in order to remove the Goods; and
- e) if you do not comply with our request to remove (if installed) and deliver the Goods to us, then we may remove and recover the Goods as a licensee and without liability for trespass, using whatever force may reasonably be necessary.

16. Breach and termination

16.1 We may terminate this Agreement immediately by notice in writing to you if you:

- a) fail to pay any amount when due in accordance with this Agreement; or
- b) fail to comply with clause 11; or
- c) are in breach of a warranty or acknowledgment provided by you under clause 12.

16.2 We may terminate this Agreement at any time before installation of the Goods has commenced by giving you 10 Business Days notice in writing.

16.3 You may terminate this Agreement at any time before installation of the Goods has commenced by giving us 10 Business Days notice in writing. If we have begun installing the Goods, you cannot terminate this Agreement.

16.4 If at the date that you give us notice of termination pursuant to clause 16.3, your rights to a refund of any amounts paid to us under this Agreement will be determined as follows:

- a) if we have scheduled a date for installation of the Goods and notified you of that date, clause 16.5 will apply; or
- b) if we have not scheduled a date for installation of the Goods or not notified you of that date, clause 16.6 will apply.

16.5 Subject to clause 16.7, if you terminate this Agreement under clauses 7.4(b), 10.3(a), 10.3(b), 11.4 or 16.4(a) we:

- a) will retain the Deposit, up to a maximum of \$250; and
- b) must refund any other amounts paid by you within 90 days after the date of termination of this Agreement.

16.6 Subject to clause 16.7, if you terminate this Agreement under clauses 4.2, 7.8, 8.4(b), 9.4, 10.3(c) or 16.4(b), we will refund any amounts paid by you within 60 days after the date of termination of this Agreement.

16.7 If we terminate this Agreement under clause 16.1, or you terminate this Agreement under clause 16.3, you must pay any costs reasonably incurred by us as a result of the termination of this Agreement, including any costs reasonably incurred in respect of the delivery or partial installation of the Goods. We may retain any amount paid to us under this Agreement to the extent necessary to cover such costs and to the extent allowed by law. We will return any amount that remains after deducting our costs to you within 90 days of termination of this Agreement.

16.8 For the avoidance of doubt, nothing in this Agreement affects your rights to terminate this Agreement in the event that you reject the Goods under section 259 of the Australian Consumer Law.

17. Insolvency

17.1 If, after entry into this Agreement, you become, or resolve to become, insolvent, bankrupt or have a receiver, administrator, liquidator, trustee or similar official appointed, then:

- a) you must notify us immediately; and
- b) all amounts payable by you to us become immediately due and payable.

18. Power grid connection and feed-in tariffs

18.1 After installation of the Goods, you will need to arrange with your electricity retailer and pay for the Goods to be connected to the main grid with a meter at the Premises. You acknowledge that although we may assist in arranging for the Goods to be connected to the main grid and for installation of the meter, the agreement to undertake that connection and installation is an agreement between you and your electricity retailer or distributor.

18.2 You further acknowledge that an electrical inspection in relation to the installation of the Goods at your Premises may be required prior to your solar system becoming operational and that you may be responsible for the cost of that inspection.

18.3 Your obligation to make a payment under clause 9 is not affected by any delay by a third party in connecting to the main grid with a meter at the Premises or the completion of an electrical inspection at the Premises.

18.4 We provide no guarantee that you will be accepted into any Australian State or Territory feed-in tariff scheme or that you will receive feed-in tariffs and recommend that you make independent enquiries in relation to your eligibility for, and the operation of, any feed-in tariff scheme.

19. GST

19.1 If GST is payable on a supply made under this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply (the GST Amount). This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or if we specify a single 'all-inclusive' price.

19.2 Where any indemnity or reimbursement under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement in relation to the relevant cost, expense or other liability

19.3 Words used in this clause that have a specific meaning in the GST law (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) have the same meaning in this clause.

20. Notices

20.1 Any notice, demand, consent or other communication (**a Notice**) to be given by a party under this Agreement (unless it is given or made under clause 20.2):

- a) must be in writing and signed by the sender or a person duly authorised by the sender;
and
- b) must be addressed and delivered to the intended recipient at the address or fax number last notified by the intended recipient to the sender; and
- c) subject to clause 20.3, will be taken to be duly given or made:
 - i. in the case of delivery in person, when delivered;

ii. in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and

iii. in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error.

20.2 Any Notice:

- a) may be sent by email instead if:
- i. where you are the recipient, you have agreed to receive Notices by email;
 - ii. the Notice is signed by a person authorised by the sender; and
 - iii. the Notice is sent to the email address last notified by the intended recipient to the sender; and
- b) subject to clause 20.3, will be taken to be duly given or made on the first to occur of:
- i. receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address stated above;
 - ii. the time that the Notice enters an information system which is under the control of the recipient or the recipient's email service provider; and
 - iii. the time that the Notice is first opened or read by the recipient or an employee or officer of the recipient.

20.3 If delivery or receipt of a Notice under this clause 20 occurs on a day that is not a Business Day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

21. General

21.1 This Agreement and any plans and specifications prepared under this Agreement but only to the extent expressly incorporated or referenced in this Agreement constitute the entire agreement between the parties with respect to their subject matter. They set out the only conduct relied on by the parties and supersede all prior agreements and understandings between the parties in connection with their subject matter.

21.2 A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

21.3 If any act of God, strike, war or other event occurs that is beyond our reasonable control and prevents us from performing our obligations under this Agreement, we may extend the time for performance of those obligations by a reasonable period, or terminate this Agreement, by notice in writing to you and we will not be liable for any resulting delay in supplying, or failure to perform our obligations under this Agreement.

21.4 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of that provision in any other jurisdiction.

21.5 This Agreement is governed by the laws of New South Wales. In relation to it and related non contractual matters each party irrevocably submits to the non exclusive jurisdiction of courts with jurisdiction there.

21.6 You must not use or deal with any intellectual property (including copyright, copyright in this Agreement, patents and trademarks) owned or licensed by us without our prior written consent.

21.7 You cannot assign, charge, encumber or otherwise deal with any of your rights or obligations under this Agreement, or attempt or purport to do so, without our prior written consent.

21.8 This Agreement may be amended only by another agreement executed by both parties. However we may amend this Agreement unilaterally in response to regulatory changes, but only to the extent necessary to comply with such regulatory changes. Any amendment of this Agreement under this clause 21.8 will be taken to form part of this Agreement.

21.9 You are responsible for, and bear any and all risks and costs associated with, determining whether you require any approvals whatsoever from any third party (including but not limited to approvals from any governmental authority, local council, tenant or lessor) for the installation of the Goods.