

## Standard Installation Inclusions

### The following Standard items are included in a standard installation:

- 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 our 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 as per the criteria of the Distributor. (With Additional charges)
- Invoicing and Payment processing for any Extra Charges prior to the commencement to the installation.
- Assistance with Your local electricity network distributor and retailer approval prior to Installation.
- Supply and Installation of Standard Solar PV System Kit items (Panel, Inverter, Mounting Kit & other required components) (Accredited installers carry the products with them at the time of installation, Personal pickup or only product delivery is not permitted).(We cannot on supply the Material for the bidder to install later)
- Installation of the Solar PV System according to the 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 (Inspections if required, nominal additional charges would be applicable.
- Provision of certificate of electrical safety (or equivalent)
- Customer instruction on Solar PV System operation
- Installation Services Warranty: 10 years Structural Defects/ Workmanship Warranty

### **Note: Standard Installation includes the below Installer Services and only applies to Installations:**

- Implemented on a roof top lower than 10 meters
- On standard roof material of tile, tin, flat tin, clip lock, or terracotta in a suitable unshaded location. (In any case customer /bidder should have the spare tile in case of damages during installation)
- With all panels facing in the same orientation, same pitch angle, and on one continuous roof
- Where the solar array will be located within 10 meters of the solar inverters
- Where solar inverters will be located within 10 meters of the AC switchboard that will connect to the Solar PV System
- Of array voltages up to a maximum of 1000V

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 System

## FORESEEABLE EXTRA CHARGES

Extra Items ( Reasons)*	5kw	10kw	30kw
Split Array- Per extra array (Your Installation requires panels to be set out in separated panel group)	NA	\$220	\$220
Extra Storey/s ( 2 storey )	\$220	\$550	\$550
Multi Storey (3 or more floors)	\$550	\$650	\$1050
Tilt Frames ( Your roof is flat or under 10 degree pitch)	\$40/panel	\$40/panel	\$40/panel
**Solar Meter Approval/Connections paperwork/ Isolator Switch for SA/WA/ NSW/QLD	\$400	\$550	\$550
Meter Application, Technical Assessment charges and documentation (Only for VIC)	\$ 700	\$900	\$900
Admin & documentation (All States) NonRefundable*	\$ 250	\$ 350	\$ 550

Inverter/ Panels Brand	Specification	5kw	10kw	30kw
ABB Inverter	Model	PVI -5-0TL-OUTD	PVI-10.0-TL- OUTD	TRIO-27.6-TL
	Price Difference	\$1000	\$1500	\$2500
Fronius Inverter	Model	Primo 5.0-1	Symo 10.0-3-M	2 X Symo 15.0- 3-M
	Price Difference	\$1200	\$1700	\$3900
SMA Inverter	Model	SB 5000TL-21	STP 10000TL- 20	STP25000TL-30
	Price Difference	\$1400	\$2000	\$2900
Zever Solar Inverter	Model	Zeverlution 5000	Zever TLC- 10000	Zeverlution Pro 30K
	Price Difference	\$500	\$1300	\$2000
Trina	285 W Poly - 120 Half Cut Cells - Silver Frame(TSM-285PD06H)	\$40 / Panel		

- ✚ Inverter and Panels upgrade option are available at additional charges
- ✚ 2 systems of same size or different, cannot be merged to do install at the same property.
- ✚ Above mentioned cost estimates are approx. only and are subject to change as per availability of stock and approvals. All prices are inclusive of GST.
- ✚ \* Reason shown have been simplified in explanation & may be guided by more detailed parameters in application. Products are subject to availability.
- ✚ \*\* For NSW, QLD, VIC, WA and SA, Physical Meter charges are collected by the energy retailer in the bill subsequent to solar installation.
- ✚ Please note: This is Grid connect systems only with standard installation. Products cannot be delivered without installation or left uninstalled. Products cannot be collected from the ware house as the installers will carry it along with them at the time of installation.
- ✚ Please note: There is no refund policy for less panels installed at the property and/or customer cannot retain the uninstalled panels with them.
- ✚ Please note: Installation company or Auction Company will not be responsible for the State Govt. rebates for any state.
- ✚ \*\* Please call or email for clarification before bidding

**\*Standard Delivery:**

Delivery within 50KM from our respective state warehouse locations is not charged. Additional charges @ AUD 2 per KM applicable for locations beyond 50KM road distance from the warehouse locations. This is subject to maximum delivery charges of AUD 1500. The state warehouse locations are located at following post code locations. Freight will be only counted from the state where installation needs to be done.

NSW 2000

QLD 4000

SA 5000

WA 6000

VIC 3000

For 300Km Distance, delivery charges will be AUD 500

For 1200Km Distance, delivery charges will be AUD 1500

For 50KM Distance, No delivery charges

## **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 German Energy 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 of your design
- Installations that require multiple site visits for analysis and assessment
- Supply of additional cable when the distance of panels to inverter is greater than 20m.

- Supply of additional cable when the distance of inverter to switchboard is greater than 10m.
- 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 upgrades to switchboard, meter boards supply or installation or bi-directional meters to record the electricity output or other additional grid connection requirements like Grid Protection Device or Export Control Device
- Installation on steep 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 an 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, scissor lifter 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.
- We can hold the order for no more than 3 months, in any case, maximum we can hold till 5 months, post 5 months the handling charges would be applicable.
- Please contact us by email to [sales@germanenergy.com.au](mailto:sales@germanenergy.com.au) / [auction@germanenergy.com.au](mailto:auction@germanenergy.com.au)

**Examples of Non-Standard Requirements that you would need to address or arrange, at your own expense your, 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.
- ❖ The work required to remove or address any safety or access issue, including investigating for suspected asbestos or asbestos removal. Obtaining any approvals, consents of permits as may be required by local councils, planning authorities, a body corporate (for strata buildings), property owner or other third party.

- ❖ It is your responsibility to determine if 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.

Note: Each state has different requirements regarding accreditations required to perform Meter and Grid Connection. Also, electricity distributor is different in each state and have different criteria which needs to be considered for the solar system installation. 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 Grays Online AUCTION sales for Residential Solar PV System 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?

#### **Residential Solar PV System Information**

- What is a residential Solar PV System?
- How large is a residential Solar PV System?
- Must I notify my retailer?
- How do I get the most value out of my residential Solar PV System?

#### **Payment and Delivery**

- If I purchase a Solar PV System on Grays Online 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 German 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 German Energy?
- What are the STCs?
- What do I pay if I want to keep the STCs or am not eligible for STCs?
- What if the STCs 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 Requirements?
- 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 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 Solar PV System**

- What if I win the bidding for 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 purchase?

#### **About Us**

- Who is German Energy?
- Who is the vendor on this sale?
- What is the relationship between German Energy and the Licensed Installer?

## Basic Solar System Information

### Is my roof suitable for solar panel installation?

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 Charges as mentioned in foreseeable extras.

Roof materials: Tile (or terra cotta) and tin (Color bond) and clip lock are considered Standard. Any other roof types are non-Standard.

Other Consideration for Tin: The number of battens of purlins will affect how many rows of panels can be installed in each section of the 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

- In one continuous roof area (excluding a 10% margin on all sides)
- Facing in the same orientation
- On the same pitch angle

Falling out side these conditions simply mean 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 bidding for.

### How much money can I save with solar power?

It is important to understand that the Solar PV System offered in the AUCTION cannot store power e.g. they are not Off-Grid System 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 a 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 the electricity you provide the grid at the same rates you currently are aware of. It is also possible for an electricity provider to restrict the exporting capability of a 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 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 is the feed-in tariffs that you energy retailer offer?

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 meter and switches to comply with current rules and regulations. This may include upgrading analogue meter 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 panel produce more energy in summer that they do in winter. The output of a Solar PV System depends on its size. The table below is adapted from a similar table provided by the CEC shows the average daily production of some common grid-connected system throughout Australia.

*Data Source: PV-GC spreadsheet based on the CEC GC Design Guidelines*

Average daily production					
City	1 kW system	1.5 kW system	2.0 kW system	3.0 kW system	4.0 kW system
Adelaide	4.2 kWh	6.3 kWh	8.4 kWh	12.6 kWh	16.8 kWh
Alice Springs	5.0 kWh	7.5 kWh	10.0 kWh	15.0 kWh	20.0 kWh
Brisbane	4.2 kWh	6.3 kWh	8.4 kWh	12.6 kWh	16.8 kWh
Cairns	4.2 kWh	6.3 kWh	8.4 kWh	12.6 kWh	16.8 kWh
Canberra	4.3 kWh	6.45 kWh	8.6 kWh	12.9 kWh	17.2 kWh
Darwin	4.4 kWh	6.6 kWh	8.8 kWh	13.2 kWh	17.6 kWh
Hobart	3.5 kWh	5.25 kWh	7.0 kWh	10.5 kWh	14.0 kWh
Melbourne	3.6 kWh	5.4 kWh	7.2 kWh	10.8 kWh	14.4 kWh
Perth	4.4 kWh	6.6 kWh	8.8 kWh	13.2 kWh	17.6 kWh
Sydney	3.9 kWh	5.85 kWh	7.8 kWh	11.7 kWh	15.6 kWh

*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.*

## **Residential Solar PV System Information**

### **What is a residential Solar PV System?**

A residential Solar PV System is a solar system used for the generation of solar energy for house purposes. It is usually roof mounted and complements the energy available to the household from the grid.

### **How large is a residential Solar PV System?**

These residential systems are available from 1.5KW to typically 10KW. This range represents a vast majority of system sold for residential purposes.

### **Must I notify my retailer?**

Yes, you must notify your retailer of your decision to install a 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 solar PV system?**

To generate the most out of your residential 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 26v/kWh however the retailer may only pay you less for example 5v/kWh for electricity that is exported to the grid.

## **Payment and Delivery**

### **If I purchase a Solar PV System on Grays Online what is the total amount I will pay?**

Grays Online will render an invoice to you if you purchase a Solar PV System. The amount you will require to pay for bidding will comprise of:

- System Components (Panels and Inverter)
- Standard Accessories
- Standard delivery and installation
- Freight and Insurance

The above amount includes GST.

Additionally, you will be informed of Extra charges for non-standard requirements based on inputs provided by you to our installation team. Our installation team will call you within once a week by securing the bid. The FORESEEABLE extra charges will be included in the final invoice in addition to the bid price and will reflect as the balance owing. The final invoice will be presented to you by German Energy and will need 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 Solar PV System are included in the AUCTION price. Some examples of what the Installation & Component Costs Cover Included:

- A Pre-Designed Property Analysis including on-site Inspection and assessment
- A Customizes Solar PV System Design by German Energy 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 Australia and international suppliers and vendors and delivering them to you.
- Installation of Solar PV System by CEC accredited installers.

### **What are the 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 is to be assigned to German Energy or authorized installer nominated by German Energy. 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 German Energy or anyone else that You will receive STCs or as to the value of the STCs.

### **What should I pay if I want to keep the STCs or am not eligible for STCs?**

If you don't assign the STCs to German Energy or authorized installer nominated by German Energy, or are not eligible to receive STCs but take up any part of the Standard Installation Offer (the Standard Items and the Standard Installation) You will be required to pay STC Value to German Energy. It is the value 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. In case the installation is been delayed due to any reasons, and the value of STC for current year defer from the value of STC of the Biding year, Difference for that value of STC would be paid by the bidder (Customer). STCs generated by the upgrade of any system size (i.e Purchase of any amount of additional panels) will be assigned to German Energy or authorized installer nominated by German Energy.

### **What do I pay the Licensed Installer?**

Bid price includes standard installation offer for which German Energy will handle invoicing and payment 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 German Energy or provided by the Installer, German 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.

### **What happens next when my bid is successful?**

When your bid is successful, you will receive an email from German Energy explaining what information is required from you in order to design your system. This information includes copies of your electricity bill, photos of your roof and meter, and other information about Your Installation Site.

Once German Energy receives your photos and information a representative will review all your available details and discuss options with you. **You will also be notified of any foreseeable extras that may apply to your solar system installation and a fresh invoice will be issued. You are required to make payment within 7 days of receiving the invoice from German Energy.** Once payment is received, German Energy will introduce you to an installer in your area.

If no foreseeable extras are identified, then German Energy will directly introduce you to the installer in your area for installation scheduling.

### **How about Installation?**

After completion of the Professional Design Service, German Energy will allocate a CEC Accredited & Licensed Installer that can perform your Installation and German Energy will work with you and the Licensed Installer to schedule a preferred date for Installation. German 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 date (subject to outside influences and weather).

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

The solar system will be typically installed within 6 weeks in areas within 100 KM from the base postcode 2000, 3000, 4000, 5000, 6000 etc. For other areas within state boundaries the installation will need 8 weeks. The time frame is calculated from the date of receiving the meter application details which comprise of your latest electricity bill and meter photo.

### **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 Solar PV System**

#### **What if I win the auction for a Solar PV System and my property isn't suitable for Installation?**

You are encouraged to contact German Energy to discuss your solar requirements before purchasing. Neither German Energy, nor Grays Online are required to refund or offer exchanges for any purchase in the case of a non-suitable Installation Site or an incorrect choice

#### **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 German 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, for any reason

You are encouraged to contact German Energy to discuss Your Solar requirements before purchasing. German Energy, Grays Online and the product Vendors are not required to refund for any AUCTION items for change of mind or incorrect choice

### **About Us**

#### **Who is German Energy?**

German Energy is an innovative Australian Solar & Renewable Energy Company that has teamed with [GraysOnline.com](http://GraysOnline.com). Through Grays Online, German Energy arranges Renewable Energy AUCTIONS sales offering a range of solar product packages suitable for domestic and commercial application and available for bidding Australia-wide.

#### **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 German Energy.

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

#### **What is the relationship between German 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 once your property details are available after successful bid, since different installers are allocated to 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 Driver's License (State Based)
- Electrical License (State Based)
- Clean Energy Council, CEC Certificate of Accreditation
- Provide statutory warranties in respect of their work.



## **Definitions of Terms used in the FAQs and AUCTION sales.**

**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: meter application and inspection charges, Tilt Frames, Splitting Arrays, Extra storey (Installations on roofs above 10 meters) these are the most common Non-Standard items.

**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 the grid. Installation does not include connection to the grid. Installed has a similar meaning.

**Installation Dates** mean a date or dates as specified by German 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 German 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 Grays Online.

**Licensed Installer** means the solar installer nominated by German Energy who perform the Installation on your property. The Installer will be a member of the German 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 Design Service** means the photo-based site assessment and draft System Design performed by the German Energy' design & the engineering team of specialized Solar PV Engineers. This service includes consultation with the Bidder and one revision of the design incorporating any input from the Bidder. This Service is one of the Standard Items.

**Registered Address** means the delivery address details you have provided to Grays Online when managing your Grays Account.

**German Energy Invoice** means any tax invoice, we issue to you following your purchase. This will include payment advice for foreseeable extras and nonstandard items.

**Standard Installation** means the Installation services that the Licensed Installer will provide at no additional Cost, and See Other German Energy and Items as described in what **is included in the Standard Items and Standard Installation?**

**Standard Items** means the German Energy that Winner will receive if they take up the Standard Installation Offer, including the Professional Design, Service, and other German Energy 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 German 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 at the AUCTION 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.

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

If you have additional questions, please email to: [sales@germanenergy.com.au](mailto:sales@germanenergy.com.au) / [auction@germanenergy.com.au](mailto:auction@germanenergy.com.au)

**SPECIAL TERMS AND CONDITIONS**  
**For Solar System offered through Grays Online.**

## 1. IMPORTANT NOTICE

- 1.1. In Bidding for a listed solar system, you are agreeing to the following Special Terms and Conditions of purchases ("Terms"). These Terms apply in addition to (but not instead of) any terms and conditions applying to your use of the Grays Online Site ("Grays Online Terms"). These Terms are specific to these AUCTION items and take into account the unique nature of these AUCTION items, so may differ from some Grays Online Terms.
- 1.2. These Terms will have precedence over any inconsistent Grays Online Terms to the extent of inconsistency.
- 1.3. It is important that You understand these Terms before bidding for the Item and You may wish to seek legal or other advice.
- 1.4. The online bidding information and the FAQs included in the relevant Sale information on the Grays Online Site provide additional important information relevant to You
- 1.5.
- 1.6. r purchase and You are encouraged to read these carefully before purchasing. Each of the Vendors and Grays Online may also rely on the information included on the Grays Online Site. In the FAQs and these Terms, as may you.

## 2. GENERAL TERMS

- 2.1. Capitalized words are defined in the FAQs in the relevant Sale on the Grays Online 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 listed 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.

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

- 3.1. Solar PV System Components listed in the online AUCTION are supplied by German Energy
- 3.2. Refunds are not available in relation to the purchase of the Bid item, except as required by law German Energy has and will incur loss in the event You seek to cancel Your purchase, cancellation will require approval, and a cancellation fee will apply to cover German Energy' reasonable estimate of loss associated with the services it has rendered prior to the date of cancellation.

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

- 4.1. The Installation & Component Costs cover various services provided by and costs incurred by German Energy, including a pre-Design Property Analysis.
- 4.2. Delivery to Your Grays Online registered address and associated insurance charges, handling and other costs are also included in the Installation & Component Costs. Other than standard installation cost, will need to check the foreseeable extra charges.
- 4.3. Pick up of the Solar PV System purchased is not available
- 4.4. Delivery is organized by German Energy, and this includes a 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.
- 4.5. German Energy does not provide storage of the Solar PV System.
- 4.6. Title and Risk in the Solar Services System pass to you in accordance with Clause 5.7 below.
- 4.7. 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 **German Energy PTY LTD** (25 161 306 949)
- 5.2. **Your Responsibilities**
  - a) To enable German Energy to commence performing the German Energy You will be asked to provide details relating to Your Installation Site. These include photographs of your roof, any plans you are 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 up front, for example you may be unable with an Installation if you have a heritage building.
  - c) You will also sign a separate contract with the Licensed Installer relating to the performance of the Installation Services. See Clause 6 for Additional details.
- 5.3. **Payment and Assignment of STCs**
  - a) The Standard Items (and German Energy) will be provided to You at no additional
    - i. Require only a Standard Installation, if You have Non-Standard Requirements You will not (subject to the balance of this clause) to 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 German Energy or installer nominated by German 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 German Energy or installer nominated by German Energy. More information about Eligibility criteria relevant to the Standard

Installation Offer is included in the FAQs.

- 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 German Energy or Installer nominated by German Energy.
- c) The STC Value is explained in the FAQs. The STC Value may vary due to market fluctuation in the at which STC certificated are traded and if the government determined multiplier that applied to the STC at the time of assignment than 2X. If between the date of purchase and the date of Completion the market rate at which German Energy trades STC 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 STC at the date, however an Extra Charges will apply to reflect the reduced value of the STC assignment to German Energy or installer nominated by the German Energy
- d) While German Energy may invoice You for and process payments from You for Installation Services, Upgrade Items, or other Extra Charges as part of the German Energy offer, German Energy is not the supplier of those products and services. German Energy are as outlined above.
- e) While German Energy may invoice You for and process payments from You for Installation Services are by credit card or Electronic Fund Transfer (EFT) to the account set out in Our Invoice.
- f) German 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 the German Energy' rights, if You fail to pay any amount due to German Energy, when due. German 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.
- g) No payments should be made by You directly to the Licensed Installer unless the payment related to Additional Requirements that are identified after Installation has commenced.

#### 5.4. Termination

- a) if either You or German 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) German 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 will apply along with any additional amount if any.
- c) Where termination occurs prior to Completion and You are the terminating Party:
  - i. You must pay German Energy for, and German Energy may retain any amounts already paid to German Energy relating to, Services which have been properly performed (whether in part or full) prior to the date of Termination; and
  - ii. German Energy shall have no liability to refund or otherwise pay to You any amounts You have already paid (whether to German Energy or to Grays Online or otherwise) in respect of any Solar PV System Components or Upgrade Items, or that have been committed or incurred by You or German 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.
- d) Where German Energy is the terminating Party, German Energy is entitled to payment of the cancellation fee along with any additional amounts of any without limitation to German Energy other rights.
- e) Where any Government program that provides STCs is significantly altered or cancelled prior to Completion either party may terminate these Terms, and
  - i. German Energy will be entitled to payment of the amounts mentioned above
  - ii. The balance of amounts paid by You to German Energy, excluding any items which has not been charge shall be refunded to You; and
  - iii. 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 German Energy, or that have been committed or incurred by You or German 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 the Licensed Installer.
- f) German Energy Price Guarantee: If a Final Invoice Price (including all design customizations by German Energy' 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 Bidder/Winner can elect to terminate the agreement and receive a full refund (after deducting a cancellation fee to cover German Energy' reasonable estimate of loss associated with services it has rendered prior to the date of cancellation).

## 5.5. Liability:

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

- a) In the case of goods:
  - i. the replacement of the goods or the supply of equivalent goods;
  - ii. the repair of the goods;
  - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - iv. the payment of the cost of having the goods repaired; and
- b) In the case of services:
  - i. the supply of the services again; or
  - ii. the payment of the cost having the services supplied again.

Nothing in these Terms is intended to exclude, limit or modify German Energy' liability under legislation to the extent 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), German Energy:

- A. 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 German Energy under these Terms; and
- B. 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.

## 5.6. Personal Information

- a) You agree that Grays Online may provide to German Energy, and that You will provide to German Energy any Personal or other information German Energy may require for the purposes of these Terms.
- b) German Energy' services to You Personal or other Information as necessary for the purposes of the Standard Installation Offer and to provide German Energy's services to You and to keep You informed of other German Energy' services and offers from time to time. This may mean that German Energy may share Your Personal and 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) German 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.

## 5.7. 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.
  - i. Delivery of the Solar PV System to You,
  - ii. Installation of the Solar PV System at the Installation Site.
  - iii. Receipt by Grays Online or German Energy of all amounts due to each of them in respect of the purchases 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 German Energy or installer nominated by German Energy

## 6. ADDITIONAL INFORMATION RELATING TO INSTALLATION SERVICES

### ***The installation services included in the BID VALUE***

***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.
- 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 German Energy and the Licensed Installer.
- d) Installation times depend on your location, Site requirements and other factors outside either German Energy' or an installer's control. In addition, Installation can only be scheduled once you have provided of all information required to German Energy for the Professional Design Services, and after you have signed off on the draft Design. More information about Installation times is set out in the FAQs.