



GENESIS ENERGY RESIDENTIAL SOLAR ENERGY SYSTEM - TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

- 1.1 These terms and conditions apply in relation to your purchase from Genesis Energy of a photovoltaic solar system ("System").
- 1.2 You agree that these terms and conditions are a legally binding document between you and Genesis Energy.

2. ELIGIBILITY

- 2.1 By accepting these terms and conditions, you acknowledge that you fulfil all of the eligibility criteria to purchase a System from Genesis Energy, including that:
 - (a) you are the legal owner of the existing residential property on which the System will be installed ("**Property**");
 - (b) the Property is not listed on the New Zealand Heritage List and there are no other restrictions on the Property that would prohibit the installation of the System; and
 - (c) you comply with any other eligibility criteria notified to you by Genesis Energy,(together, the "**Eligibility Criteria**").
- 2.2 If Genesis Energy has accepted your application for a System but it is subsequently found that you do not meet the Eligibility Criteria ("**Non-Eligibility Event**"), Genesis Energy may stop the installation of the System and the Deposit (as defined in clause 4.5) and any other money received from you in satisfaction of the Purchase Price (as defined in clause 4.3) shall be treated in accordance with clause 11. In addition, if, as a result of the Non-Eligibility Event, Genesis Energy has incurred any costs or losses, you agree to indemnify Genesis Energy for such costs or losses. In the case of a Non-Eligibility Event, Genesis Energy will not be obliged to complete the installation of the System and may remove and/or retain any part of the System already installed or delivered to the Property.

3. WHAT GENESIS ENERGY WILL SUPPLY

- 3.1 Genesis Energy will arrange the installation of the System at your Property in accordance with these terms and conditions.

- 3.2 Installation of the System does not include the installation and connection of metering equipment. Genesis Energy will make arrangements on your behalf with your energy retailer for the metering connection at your Property. Any costs associated with this will be invoiced to you directly by your energy retailer.

4. SITE INSPECTION AND QUOTATION

- 4.1 Genesis Energy may arrange an initial site inspection of the Property ("**Site Inspection**") to be performed by its representative, subcontractor, employee and/or agent (each a "**Representative**" and together the "**Representatives**"), for the purposes of determining the suitability of the Property for the installation of the System. You (or an authorised adult) must be present at the Property for this Site Inspection.
- 4.2 You agree to provide Genesis Energy and its Representatives (as applicable) with all information, assistance and consents reasonably requested by Genesis Energy to allow it to carry out the Site Inspection and provide you with a Quote (as defined in clause 4.3).
- 4.3 As soon as practicable after either the Site Inspection or, if no Site Inspection is required, your application for a System, Genesis Energy will provide you with a quote ("**Quote**") detailing:
 - (a) a description of the System that will be installed at the Property; and
 - (b) the purchase price of the System, including any installation costs ("**Purchase Price**").
- 4.4 The Quote may be amended by Genesis Energy at any time by notice to you prior to your acceptance in accordance with clause 4.5. The Quote will be valid for 30 days from the date of issue to you.
- 4.5 If you wish to proceed with the purchase of the System in accordance with the Quote, you must accept the Quote by:
 - (a) completing the online acceptance form accessed via your Quote; and

- (b) if required in the Quote, pay a deposit of \$495.00 (including GST) to Genesis Energy in accordance with the payment terms set out in clause 7 ("**Deposit**").
- 4.6 Once you have completed the acceptance form and the Deposit (if any) has been received by Genesis Energy, Genesis Energy will send you an invoice for the balance of the Purchase Price ("**Invoice**"). You agree to pay the amount outstanding under the Invoice in accordance with the payment terms set out in clause 7.
- 5. INSTALLATION**
- 5.1 Once Genesis Energy has received the Deposit (if any) and issued the Invoice in accordance with clause 4.5, Genesis Energy or its Representatives will arrange with you suitable time(s) for the installation of the System (which, for the avoidance of doubt, shall include the supply and install, testing, inspection and livening of the System, but shall not include incidental works or services related to the meter connection for the System) (the "**Installation**") at your Property. You (or an authorised adult) must be present at the Property at all times while Genesis Energy or its Representative is Installing the System or performing work otherwise related to the Installation. Where Genesis Energy or its Representative attends the Property at an arranged time and is not able to gain entry, Genesis Energy may charge you for that attendance.
- 5.2 Where any consents and/or approvals are required to be obtained from regulatory bodies in respect of the Installation, Genesis Energy may elect to obtain such consents and/or approvals on your behalf at your cost or require you to obtain them directly. The parties agree to co-operate to obtain any such consents and/or approvals as soon as reasonably practicable.
- 5.3 Genesis Energy will endeavour to, but does not guarantee that it will, complete the Installation of the System within a reasonable timeframe following your acceptance of the Quote (subject to your availability).
- 5.4 Genesis Energy may charge you for any additional costs reasonably incurred, or any losses suffered, as a result of:
- (a) engaging in the process of obtaining regulatory consents and/or approvals referred to in clause 5.2, irrespective of whether such consents and/or approvals were successfully obtained;
- (b) your breach of one or more of the terms set out in clause 6.1; or
- (c) any delay or deferral in the Installation caused by you, (together the "**Additional Costs**").
- 5.5 Once the Installation of the System has been completed, Genesis Energy may send you an updated invoice including the Additional Costs incurred by Genesis Energy (if any). If this clause applies, references in these terms and conditions to the "Invoice" will refer to the updated invoice and any references to the "Purchase Price" will refer to the purchase price set out in the updated invoice including the Additional Costs.
- 6. ACCESS TO YOUR PROPERTY**
- 6.1 During the times of work agreed with Genesis Energy and its Representatives for a Site Inspection and Installation, you agree to:
- (a) provide all reasonable and necessary access to the Property and provide all reasonable assistance to Genesis Energy, its Representatives and any other metering company, network company and/or any other third parties necessary to facilitate installation of the System (including connection, testing and inspection of the System and/or associated metering);
- (b) ensure that any dog or other animal that may make entry unsafe is secured to enable safe and easy access to the Property;
- (c) following the Site Inspection, keep your trees and other vegetation trimmed to a safe distance from the area of the roof on which the System will be installed;
- (d) give Genesis Energy and its Representatives reasonable notice if you want to make any repairs or improvements to the Property following the Site Inspection that would interfere with the Installation

- (such as a roof repair where the System is to be located);
- (e) turn off the energy at your Property if required by Genesis Energy or a Representative; and
 - (f) advise Genesis Energy and its Representatives of any health and safety hazards or special safety measures and/or Resource Management Act 1991 requirements or issues relating to the Property that could be relevant to the Representative when they visit the Property. If, as a result of such notice or otherwise, Genesis Energy is of the view that the Site Inspection and/or Installation of the System may give rise to health and safety issues, Genesis Energy may defer or delay the Site Inspection and/or Installation, and it will not be liable to you in relation to any such deferral or delay.
- 6.2 Any Representative requesting access to your premises will carry appropriate identification and present their identification to you on request. If they are unable or unwilling to show you their identification, you should not give them access and should contact Genesis Energy immediately to confirm the reasons for the visit.

7. PRICE AND PAYMENT

- 7.1 You agree to pay the Purchase Price (comprising the Deposit (if any) and the remaining amount payable under the Invoice) to Genesis Energy in accordance with these terms and conditions.
- 7.2 You will pay the Deposit (if any) and the Invoice in accordance with any payment method notified to you by Genesis Energy, and:
- (a) in respect of the Deposit (if any), on acceptance of the Offer in accordance with clause 4.5; and
 - (b) in respect of the Invoice, within 14 days of the date of completion of the Installation or any other date specified in the Invoice.

8. WHAT IF YOU DON'T PAY

- 8.1 If you dispute the amount on your Invoice, or any part of it, you must still pay the undisputed portion of the Invoice in full by

the due date. If you do not pay the undisputed portion of your invoice, and fail to contact Genesis Energy, Genesis Energy may charge interest on that unpaid portion in accordance with clause 8.2 below.

- 8.2 However, if you do not pay amounts due to Genesis Energy under the Invoice, Genesis Energy will charge interest at 2% per annum (compounded monthly) until such time that the overdue amount is paid.
- 8.3 Where you fail to make any payments due under the Invoice, notwithstanding all other remedies available to Genesis Energy, it reserves the right to enter the Property and take possession of the System.
- 8.4 Any costs incurred in collecting money owing to Genesis Energy by you (including bank fees, credit agency fees and legal and court costs) or in exercising Genesis Energy's other legal rights are payable by you.

9. RISK AND TITLE

- 9.1 The System will remain the property of Genesis Energy at all times until the Purchase Price has been paid in full to Genesis Energy. Until such time that the title to the System passes to you, the System may not be sold, rented, charged or otherwise transferred without our prior written consent.
- 9.2 Until the title to the System passes to you, Genesis Energy will retain a purchase money security interest in the System supplied by Genesis Energy and its proceeds, and may protect its security interest by registering a financing statement (or statements, as appropriate) in accordance with the Personal Properties Securities Act 1999. You waive any right to receive a verification of any financing statement so registered by Genesis Energy.
- 9.3 The risk in the System or any part of the System will pass to you from the point of delivery to the Property. This means that you will be responsible for the System on and from the time of delivery.

10. YOUR OBLIGATIONS

- 10.1 Until title to the System has passed to you in accordance with clause 9.1, you agree to:
- (a) follow our instructions about the use of the System, in particular, to commence use of the System only

- once instructed to do so by Genesis Energy;
- (b) provide Genesis Energy and its Representatives immediate access to the Property at any time for safety or emergency reasons in respect of the System;
 - (c) not allow any third party to inspect, disconnect, repair, or make any physical contact with the System unless authorised in advance by Genesis Energy;
 - (d) not tamper or interfere with the System generally except to the extent that action has to be taken to protect the health and safety of persons or to prevent damage to property; and
 - (e) contact our customer services centre if the System (or any part of it) is lost, stolen or damaged.
- 10.2 If you breach one or more of the terms in clause 10.1 above and this results in costs or losses to Genesis Energy, Genesis Energy will have the right to charge you for such additional costs and/or losses.
- 11. STOPPING OR CANCELLING INSTALLATION**
- 11.1 Without limiting clause 2.2, Genesis Energy reserves the right to stop the Installation for any reason including where Genesis Energy considers it uneconomic or unsafe to do so. Genesis Energy may exercise this right at any time.
- 11.2 If:
- (a) you decide to stop or cancel the Installation as a result of Genesis Energy's breach of these terms and conditions; or
 - (b) Genesis Energy decides to stop or cancel the Installation otherwise than as set out in clause 11.4,
- Genesis Energy will refund to you, in full, the Deposit (if any) and any other money received from you in satisfaction of the Purchase Price.
- 11.3 If you decide to stop or cancel the Installation, for any reason other than Genesis Energy's breach of these terms and conditions, Genesis Energy will refund to you the Deposit (if any) and any other money received from you in satisfaction of the Purchase Price, less an amount equal to all

costs reasonably incurred by Genesis Energy and its Representatives in satisfying its obligations under these terms and conditions.

- 11.4 If Genesis Energy decides to stop or cancel the Installation as a result of your breach of these terms and conditions, Genesis Energy may retain your Deposit (if any) and any other money received from you in satisfaction of the Purchase Price.

12. HOW GENESIS ENERGY WILL USE YOUR INFORMATION

- 12.1 Genesis Energy may ask you to provide it with some personal information which it may use for a number of purposes, including confirming your identity, credit checks and debt collection. Any personal information you give Genesis Energy will be kept secure and held in accordance with the Privacy Act 1993. A copy of Genesis Energy's privacy policy is available on its website.
- 12.2 You agree to authorise Genesis Energy to:
- (a) contact and/or provide information to third parties in order to confirm your identity;
 - (b) check your credit status with credit reference agencies, and to provide to the agencies information about you for this purpose;
 - (c) request information from other relevant third parties, as required under our credit criteria; and
 - (d) contact your energy retailer and/or network company on your behalf to make all necessary arrangements in relation to the Installation of the System and/or the connection of appropriate metering equipment.

13. WARRANTY

- 13.1 The System comprises products manufactured by certain third party manufacturers ("**Third Party Manufacturers**"). Genesis Energy agrees that it will pass on to you the benefit of the warranties given to Genesis Energy by those Third Party Manufacturers ("**Manufacturer Warranties**"), to the extent that Genesis Energy recovers any amounts under such Manufacturer Warranties that is applicable to you. Other than paying you any such

- recovered amount(s), Genesis Energy makes no warranty to you in respect of the System.
- 13.2 The Manufacturer Warranties do not apply in respect of defects caused by normal wear and tear or where the System has been used and/or maintained in any way other than in accordance with the instructions of use provided to you (including any relevant Third Party Manufacturer instructions included in the information pack provided to you following Installation).
- 13.3 To the extent that the Installation is carried out by Representatives who are Genesis Energy's subcontractors ("**Installers**"), Genesis Energy agrees that it will pass on to you the benefit of the warranties given to Genesis Energy by Installers ("**Workmanship Warranties**"), to the extent that Genesis Energy recovers any amounts under such Workmanship Warranties that is applicable to you. Other than paying you any such recovered amount(s), Genesis Energy makes no warranty to you in respect of the installation of the System.
- 13.4 In order to make a claim under the Manufacturer or Workmanship Warranties ("**Claim**"), you will need to notify Genesis Energy of your Claim (and will, if required by Genesis Energy, confirm your Claim in writing, including proof of purchase of the System). You must also provide:
- (a) a reasonable opportunity for Genesis Energy and/or its Representatives to inspect the System and the Property if required by Genesis Energy; and
 - (b) any further information reasonably requested by Genesis Energy and/or its Representatives in relation to your Claim.
- 13.5 Genesis Energy will confirm receipt of any Claim, promptly inspect the System if required at the Property, and review any information accompanying the Claim (and may request further information from you in order to assess the Claim). Following this, in relation to the Manufacturer Warranties and the Workmanship Warranties, Genesis Energy will use reasonable endeavours to seek to recover your Claim from the relevant Third Party Manufacturer(s) or Installer(s). Genesis Energy will then advise you in writing of the outcome of the Claim as soon as possible. To the extent that Genesis Energy recovers any amount, it will then pass on to you such recovered amount (less Genesis Energy's costs of recovery).
- 13.6 If, following an inspection of the System and the Property by a Representative, Genesis Energy determines that your Claim did not arise from a manufacturing fault in the System (in relation to the Manufacturing Warranties) or workmanship upon installation (in relation to the Workmanship Warranties), Genesis Energy reserves the right to charge you a reasonable fee (as notified to you in advance of the inspection) as compensation for any costs reasonably incurred by Genesis Energy in investigating your Claim.
- 13.7 The benefits of the Manufacturing Warranties and the Workmanship Warranties are in addition to other rights and remedies that you may have at law, including any consumer guarantees which may apply under the Consumer Guarantees Act 1993.
- 13.8 Performance of the System is subject to a number of variable factors including, but not limited to, the number of hours of sunlight, cloud cover and weather patterns, the location of the System and the location of surrounding structures and flora. Except to the extent required by law, Genesis Energy does not guarantee the performance of, and will accept no responsibility in the event that the performance of the System is lower than anticipated.
- 14. WHAT IS GENESIS ENERGY'S LIABILITY FOR LOSS OR DAMAGE?**
- 14.1 Notwithstanding clause 13 and to the maximum extent permitted by law, Genesis Energy and its Representatives will not be liable to you (in contract, tort (including negligence) or otherwise) for any loss or damage you may suffer unless that loss or damage is direct loss of or damage to your physical property and it occurs due to Genesis Energy's (or its Representative's):
- (a) breach of these terms and conditions; or
 - (b) negligence,
- and the loss or damage is:

- (c) reasonably foreseeable and is directly caused by Genesis Energy's (or its Representative's) breach or negligence; and
 - (d) is not caused by something beyond Genesis Energy's (or its Representative's) control,
- but Genesis Energy will not be liable in any circumstance for any other loss or damage, including indirect or consequential losses, loss of profits or similar.
- 14.2 If Genesis Energy is liable to you, the maximum aggregate amount Genesis Energy and its Representatives will pay as compensation for your loss is the Purchase Price. Genesis Energy may elect (in its sole discretion) to replace the System or any other damaged property or goods, up to the same maximum amount, instead of paying cash.
- 14.3 An event or cause beyond our control includes, but is not limited to: acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, earthquake, fire, lightning, storm, flood or other similar event, traffic accidents, problems arising because of health and safety hazards at the Property, and other things which Genesis Energy does not have control over.
- 14.4 Genesis Energy is not required to honour these terms and conditions in circumstances where an event has occurred which is beyond its control and which prevents Genesis Energy from doing the things it would normally do. Genesis Energy will carry on honouring its obligations as soon as it is reasonably practicable to do so.
- 14.5 Any rights you have under the Consumer Guarantees Act 1993 are not affected by Genesis Energy's limitations of liability.
- 14.6 Genesis Energy's limitations of liability extend to its Representatives for the purposes of the Contracts (Privity) Act 1982.

15. YOUR LIABILITY

- 15.1 You agree to indemnify Genesis Energy and its Representatives, in respect of all claims, demands, actions, suits, proceedings, damages, losses and expenses of any nature, arising out of or in connection with any

breach of these terms and conditions by you. If you are liable to Genesis Energy under these terms and conditions, your liability will be capped at the Purchase Price.