

# NRN System Access Services Contract

## Contract Terms

### Contents

<b>1.</b>	<b>NRN's ownership of the NRN System .....</b>	<b>10</b>
1.2	Intellectual Property.....	10
1.3	You must not mortgage our NRN System.....	10
1.4	Notice to your Mortgage holders (e.g. your Mortgage Provider) and PPSR Registrations.....	10
1.5	Green Rights .....	11
<b>2.</b>	<b>Term of this Contract.....</b>	<b>11</b>
2.1	Initial Term.....	11
2.2	Month to month continuation after end of Term .....	11
2.3	Replacement Offer by NRN.....	12
<b>3.</b>	<b>System Access Services provided by NRN .....</b>	<b>12</b>
3.1	System Access Services .....	12
3.2	NRN Partner Retailer involvement .....	13
3.3	Grid Connection Approval .....	13
<b>4.</b>	<b>Excluded Services (i.e. Services not provided by NRN).....</b>	<b>13</b>
4.1	NRN does not supply or sell you electricity .....	13
4.2	Electricity supply from and to the local distribution network .....	13
4.3	Change in Electricity Retailer .....	14
<b>5.</b>	<b>Performance of the NRN System .....</b>	<b>14</b>
5.1	Electricity Retailer is not an NRN Partner Retailer.....	14
5.2	NRN Partner Retailer .....	15
5.3	Access .....	15
5.4	Suspension of System Access Services during Repair Works.....	15
<b>6.</b>	<b>Charges and Payment .....</b>	<b>15</b>
6.1	Charges .....	15
6.2	Invoices .....	15
6.3	Payment Terms .....	16
6.4	Adjustment of Charges.....	16
<b>7.</b>	<b>Your Obligations relating to the NRN System .....</b>	<b>16</b>
7.1	Protecting the NRN System .....	16
7.2	Maintaining your Premises .....	17
7.3	Anti-Tamper.....	17
<b>8.</b>	<b>If you don't occupy the Premises .....</b>	<b>17</b>
<b>9.</b>	<b>Changes to the NRN System .....</b>	<b>18</b>
<b>10.</b>	<b>Sale of the Premises.....</b>	<b>18</b>
<b>11.</b>	<b>Purchase of the NRN System .....</b>	<b>19</b>
11.1	Invoice and payment of Depreciated System Cost .....	19
11.2	Transfer of NRN System .....	19
<b>12.</b>	<b>Removal of the NRN System .....</b>	<b>20</b>
<b>13.</b>	<b>Termination of this Contract.....</b>	<b>21</b>

13.1	Australian Consumer Law .....	21
13.2	Termination for Convenience .....	21
13.3	Termination for breach .....	21
13.4	Consequences of termination for breach .....	22
13.5	Termination of this Contract upon change to the NRN System .....	22
13.6	Survival .....	22
<b>14.</b>	<b>Suspension of System Access Services .....</b>	<b>23</b>
<b>15.</b>	<b>Confidentiality .....</b>	<b>23</b>
<b>16.</b>	<b>Privacy .....</b>	<b>23</b>
<b>17.</b>	<b>Your Representations and Warranties .....</b>	<b>24</b>
17.1	Your Representations and Warranties .....	24
<b>18.</b>	<b>Insurance .....</b>	<b>24</b>
<b>19.</b>	<b>NRN's liability to You.....</b>	<b>25</b>
<b>20.</b>	<b>Your liability to NRN .....</b>	<b>25</b>
<b>21.</b>	<b>Liability Generally .....</b>	<b>26</b>
<b>22.</b>	<b>Force Majeure.....</b>	<b>26</b>
<b>23.</b>	<b>Assignment .....</b>	<b>27</b>
<b>24.</b>	<b>Change in Law.....</b>	<b>27</b>
<b>25.</b>	<b>Dispute resolution and complaints.....</b>	<b>28</b>
25.1	Dispute resolution.....	28
25.2	Complaints procedure .....	29
25.3	Urgent relief .....	29
<b>26.</b>	<b>GST.....</b>	<b>29</b>
<b>27.</b>	<b>General Provisions .....</b>	<b>30</b>
27.1	Code .....	30
27.2	Governing law and Jurisdiction .....	30
27.3	Notices.....	30
27.4	Survival and enforcement of indemnities .....	31
27.5	Severability .....	31
27.6	Further Assurances .....	31
27.7	Variation .....	31
27.8	Waiver.....	31
27.9	Entire Agreement.....	31
27.10	Counterparts.....	31
27.11	Electronic execution .....	31
<b>28.</b>	<b>Definitions and Interpretation.....</b>	<b>32</b>
28.1	Definitions .....	32
28.2	Interpretation .....	40
<b>Attachment 1</b>	<b>System Performance.....</b>	<b>41</b>
<b>Attachment 2</b>	<b>Depreciated System Cost.....</b>	<b>45</b>
<b>Attachment 3</b>	<b>Occupier Undertaking.....</b>	<b>47</b>
<b>Attachment 4</b>	<b>Cancellation notice – Unsolicited consumer agreement.....</b>	<b>49</b>
<b>Attachment 5</b>	<b>Cancellation rights and prohibition on supply .....</b>	<b>50</b>

---

# NRN System Access Services Contract

## Contract Terms

---

### 1. NRN's ownership of the NRN System

#### 1.1 Ownership

You acknowledge and agree that:

- 1.1.1 NRN has paid (or will pay) the Solar Retailer the cost of the acquisition and installation of the NRN System (other than any Site Specific Service Costs under the relevant Solar Retailer System Services Contract which you are required to pay);
- 1.1.2 NRN will at all relevant times acquire and retain full ownership of and all right, title and interest in the NRN System installed at your Premises;
- 1.1.3 the NRN System is not a fixture to and does not form part of your Premises;
- 1.1.4 unless you purchase the NRN System in accordance with clause 11, you have no ownership or other interest, or any other right in the NRN System; and
- 1.1.5 therefore you have no right to possession or custody of the NRN System. Rather, you have the right to be provided with System Access Services by us from our NRN System, as described further below.

#### 1.2 Intellectual Property

As NRN is the owner of the NRN System, NRN will retain all Intellectual Property Rights in the NRN System and associated technology and materials, including any material, information or data generated by the NRN System.

#### 1.3 You must not mortgage our NRN System

As NRN is the owner of the NRN System, You must not directly or indirectly create or grant to anyone a Mortgage over our NRN System. A **Mortgage** includes any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature over or in relation to the NRN System.

#### 1.4 Notice to your Mortgage holders (e.g. your Mortgage Provider) and PPSR Registrations

- 1.1.1 If any third party has a Mortgage on the Premises (including, but not limited to any mortgage provider) (**Mortgage holder**) you will notify that third party that the NRN System is owned by NRN and is NRN's property.
- 1.1.2 If any Mortgage or fixture filing against the Premises could reasonably be construed as attaching to the NRN System, you must obtain an acknowledgment from the Mortgage holder that the Mortgage or fixture filing against the Premises does not attach to the NRN System.

- 1.1.3 NRN has a PPS Security Interest in the NRN System (being, a Purchase Money Security Interest) and you:
- (a) consent to NRN registering its Security Interest on the PPSR; and
  - (b) will do all such things reasonably requested by NRN to enable NRN to register and maintain registration of its Security Interest including procuring a third party to enter into a priority agreement with NRN with respect to NRN's Security Interest.

## 1.5 Green Rights

1.1.4 As NRN is the owner of the NRN System, NRN may create or obtain the benefit of any Green Rights in relation to the NRN System.

1.1.5 You agree to:

- (a) assign the rights in respect of Green Rights to NRN, including if you purchase the NRN System in accordance with clause 11;
- (a) cooperate with NRN to allow NRN to obtain or transfer any Green Rights, including by signing any further documentation reasonably required for this purpose (NRN will reimburse you for any out of pocket expenses you incur);
- (b) you will not make any claims or statements inconsistent with NRN's interests in the Green Rights; and
- (c) if any Green Rights are paid or delivered directly to you, you will immediately pay or deliver such items or amounts to NRN.

---

## 2. Term of this Contract

### 2.1 Initial Term

2.1.1 This contract commences on the Contract Date.

2.1.2 NRN will provide you with System Access Services for the NRN System from the NRN Service Commencement Date for the duration of the Initial Term (subject to clause 2.2), unless this Contracted is terminated earlier in accordance with its terms.

### 2.2 Month to month continuation after end of Term

2.2.1 By no later than 4 months prior to the end of Initial Term, NRN will notify You that:

- (a) the Initial Term is coming to end; and
- (b) clause 2.2.2 will apply in the absence of a Replacement Offer being accepted in accordance with clause 2.3.

2.2.2 If at the end of the Initial Term the parties have not agreed to enter into a Replacement Agreement under clause 2.3 below, this Contract will continue on the same terms after the Expiry Date, until such time as one party gives the other party one (1) month written notice of termination. If a termination notice is issued under this clause, you must elect (by written notice to us) to either:

- (a) purchase the NRN System (with the NRN System to remain at your Premises), in which case clause 11 will apply; or
- (b) arrange to have the NRN System removed, in which case clause 12 will apply.

## 2.3 Replacement Offer by NRN

- 2.3.1 **(Replacement Offer)** By no later than three (3) months before the end of the Initial Term, you may request for NRN to, or NRN may choose to make you a written offer to enter into a new replacement agreement:
- (a) for a specified further period and specifying any proposed changes to this Contract; and
  - (b) otherwise on the same terms and conditions as this Contract.
- 2.3.2 **(Your response)** If NRN makes You a Replacement Offer, You may then choose to either accept or reject that Replacement Offer at your discretion, by notifying NRN within thirty (30) days of your receipt of the Replacement Offer. If you do not respond within that time, NRN will send you a follow-up notice reminding you of the Replacement Offer.
- 2.3.3 **(Acceptance)** If you accept the Replacement Offer as outlined above, then NRN and you will be taken to have entered into a replacement agreement on the terms and conditions of the Replacement Offer, taking effect on the Expiry Date **(Replacement Agreement)**;
- 2.3.4 **(Rejection)** If you reject the Replacement Offer, clause 2.2 will apply.
- 2.3.5 **(No response)** If you do not respond to the Replacement Offer within 14-days of any follow-up notice sent to you by NRN under clause 2.3.2, clause 2.2 will apply.

---

## 3. System Access Services provided by NRN

### 3.1 System Access Services

- 3.1.1 Subject to clause 3.2 below, for the duration of the Term NRN grants you the right to access and use the NRN System, for the following purposes **(System Access Services)** on the terms and conditions of this Contract:
- (a) the generation and production of energy and the use of that energy at your Premises;
  - (b) the storage of energy at your Premises (if the NRN System is a Solar Battery System or Battery System).
  - (c) the export of the energy produced by the NRN System to the local electricity distribution network;
  - (d) the import of energy from the local electricity distribution network for use by the NRN System; and

- (e) the provision of any services to AEMO and/or the local network service provider which the NRN System is capable of providing under applicable laws.

3.1.2 You acknowledge and agree that this Contract is for the System Access Services and that this Contract is not a contract for the lease or hire of goods within the meaning of the *National Consumer Credit Protection Act 2009* (Cth).

3.1.3 NRN will provide you with access to a Customer App through which you can monitor the performance and operation of the NRN System.

### 3.2 NRN Partner Retailer involvement

If your Electricity Retailer for the Premises is an NRN Partner Retailer, you acknowledge and agree that:

3.2.1 your NRN Partner Retailer will:

- (a) also have the right to access and use the NRN System via remote access through the AI Platform; and
- (b) have the right to bill you in relation to your use of the NRN System on such terms, conditions and charges as may be separately agreed between you and your NRN Partner Retailer;

3.2.2 the System Access Services described in clause 3.2.1 will be provided to your NRN Partner Retailer in accordance with a separate agreement between NRN and your NRN Partner Retailer; and

3.2.3 no System Access Charge or Optimisation Control/Metering Data Charge will be payable by you under this Contract for any period during which your Electricity Retailer for the Premises is an NRN Partner Retailer.

### 3.3 Grid Connection Approval

Unless otherwise agreed by You and NRN, NRN will apply for Grid Connection Approval and notify you of the outcome of the application as soon as reasonably practicable.

---

## 4. Excluded Services (i.e. Services not provided by NRN)

### 4.1 NRN does not supply or sell you electricity

You acknowledge and agree that the System Access Services do not include the supply or sale of electricity to you from the NRN System or from the local electricity distribution network; and

### 4.2 Electricity supply from and to the local distribution network

As indicated in clause 3.3 above, NRN will apply for Grid Connection Approval and notify you of the outcome. However, if you require electricity supply to your Premises from the local electricity distribution network (including, if required, to charge any battery forming part of the NRN System) or you wish to export electricity from the NRN System to the local electricity distribution network for any purpose, then:

- 4.2.1 you will need to make your own arrangements for this with your Electricity Retailer and your local distribution network service provider; and
- 4.2.2 Accordingly, NRN is not responsible or liable to you in relation to the connection of your Premises to the local electricity distribution network nor for the sale or supply of electricity between the Premises and that network (nor for any charges or feed-in tariff arrangements relating to that sale or supply).

### 4.3 Change in Electricity Retailer

If, at any time during the Term, there is a change in the Electricity Retailer for the Premises, you must provide NRN written notice of the change of Electricity Retailer, including the following details:

- 1.1.6 the Electricity Retailer's name, address, and contact person (including their phone number and email address);
- 1.1.7 whether or not it is an NRN Partner Retailer; and
- 1.1.8 the commencement date of the new electricity retail contract for the Premises with the new Electricity Retailer.

---

## 5. Performance of the NRN System

### 5.1 Electricity Retailer is not an NRN Partner Retailer

For any period that the Electricity Retailer for the Premises is not an NRN Partner Retailer:

- 5.1.1 subject to the rest of this clause 5, NRN will monitor the performance of the NRN System during the Term, in accordance with the System Performance Attachment (Attachment 1) and You acknowledge and agree that your rights and NRN's obligations as set out in the System Performance Attachment will, subject to and without limiting clauses 19 and 20, be the sole remedy that you will be entitled to for any failure in the performance or operation of the NRN System.
- 5.1.2 You must notify NRN if you:
  - (a) identify any issues with the operation of the NRN System;
  - (b) discover any activity or condition that has impacted, or may impact, the normal working order of the NRN System; or
  - (c) if there is an electrical outage that impacts the operation of the NRN System.
- 5.1.3 If NRN identifies any issue with the NRN System or confirms any issue notified to NRN by you under clause 5.1.2, NRN may arrange for a NRN Solar Retailer to inspect the NRN System and if necessary, repair or replace any faulty System Components (**Repair Works**); and
- 5.1.4 where the Repair Works are required in respect of the NRN System, you must provide NRN's contractors with clear and unhindered access to the NRN System at your Premises to undertake the Repair Works at a time agreed with You.

## 5.2 NRN Partner Retailer

- 5.2.1 If you have an NRN Partner Retailer, you acknowledge and agree that: the System Performance Attachment does not apply to You;
- 5.2.2 subject to the rest of this clause 5.2, NRN has obligations to monitor the performance of the NRN System during the Term under its separate System Access Agreement with your NRN Partner Retailer;
- 5.2.3 has rights under the System Access Agreement which are equivalent to the rights You would otherwise have under the System Performance Attachment;
- 5.2.4 You must notify NRN if you:
- (a) identify any issues with the operation of the NRN System;
  - (b) discover any activity or condition that has impacted, or may impact, the normal working order of the NRN System; or
  - (c) if there is an electrical outage that impacts the operation of the NRN System; and
- 5.2.5 if NRN identifies any issue with the NRN System or confirms any issue notified to NRN by you under clause 5.2.4(a), NRN may make arrangements directly with your NRN Partner Retailer in relation to any Repair Works required for the NRN System.

## 5.3 Access

If NRN notifies you that Repair Works are required in respect of the NRN System, you must use reasonable endeavours to provide NRN's contractors with clear and unhindered access to the NRN System at your Premises to the extent necessary to undertake the Repair Works at a time agreed with You.

## 5.4 Suspension of System Access Services during Repair Works

You acknowledge and agree that NRN may suspend System Access Services for a reasonable period to allow for the Repair Works.

---

## 6. Charges and Payment

### 6.1 Charges

Subject to clause 3.2, you will pay NRN each of the Charges listed in the Contract Schedule, in accordance with these Contract Terms.

### 6.2 Invoices

- 6.2.1 NRN can issue you an invoice:
- (a) for any System Access Charge and Optimisation Control/Metering Data Charge at any time after the end of the month in which those charges become payable, except for any part of that month during which your Electricity Retailer is an NRN Partner Retailer;



- (b) for any Administration Fees, at any time after the end of the month in which the relevant fees and charges become payable; and
- (c) for any other Charges, any time after the amount becomes payable.

6.2.2 The invoice will:

- (a) provide details of the Charges due; and
- (b) the total amount due from you and how this has been calculated (where applicable, by applying the relevant rates and/or calculations set out in this Contract).

6.2.3 The first monthly invoice will calculate the relevant Charges for the previous calendar month on a pro-rata basis, based on the number of days occurring between the Contract Date and the last day of that first calendar month.

### 6.3 Payment Terms

6.3.1 Unless otherwise notified to you by NRN, You agree to pay all amounts due under this Contract in Australian dollars (AUD) and by a direct debit arrangement. This does not apply for payment of the System Access Charge and the and Optimisation Control/Metering Data Charge, for any period during which your Electricity Retailer is an NRN Partner Retailer (in which case we will invoice that NRN Partner retailer for these charges).

6.3.2 All amounts due under this Contract will be debited from your nominated account (as notified by you to NRN from time to time) within fourteen (14) days from the date of the invoice.

6.3.3 Any undisputed portion of the invoice amount not paid within seven (7) days after the invoice will accrue interest at the Default Rate and NRN may charge you the applicable Late Payment Fee.

### 6.4 Adjustment of Charges

The System Access Charge, Optimisation Control/Metering Data Charge and the Administration Fees will be escalated on each anniversary of the Contract Date during the Term (**Escalation Date**) by the greater of:

6.4.1 the percentage increase in the Consumer Price Index between that Escalation Date and Contract Date (for the first contract year) or the immediately preceding Escalation Date (for each subsequent contract year); and

6.4.2 1.4%.

---

## 7. Your Obligations relating to the NRN System

### 7.1 Protecting the NRN System

7.1.1 You must do all things reasonably necessary to prevent:

- (a) any interference with, or damage to, the NRN System; or

- (b) any adverse impacts to the NRN System's production, storage or measurement of electricity, including but not limited to, using reasonable endeavours to ensure that nothing:
- (i) physically touches any component of the NRN System without NRN's express authorisation; or
  - (ii) reduces the NRN System's Solar Irradiance, including any reduction caused by:
    - A. vegetation growth over the NRN System; or
    - B. the construction or modification of any structure,
 to the extent that it casts a larger shadow over the NRN System than at the Installation Date.

1.1.9 If you discover any activity or condition that has impacted, or may impact, the normal working order of the NRN System, you must immediately notify NRN and cooperate with NRN's reasonable requirements and instructions to preserve and/or restore the NRN System's performance levels to those that existed on the Installation Date.

## 7.2 Maintaining your Premises

You must:

- 7.2.1 maintain the physical security of the Premises in a manner to be expected of a reasonable and prudent owner of premises similar to the Premises in nature and location; and
- 7.2.2 not conduct or permit activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the NRN System.

## 7.3 Anti-Tamper

You must not tamper with the NRN System without NRN's express prior written consent. Without limiting any of NRN's rights under this Contract or at law, if you tamper with the NRN System in breach of this clause, NRN may charge you the Anti-Tamper Fee to cover NRN's reasonable anticipated administrative costs associated with remedying any tampering to the NRN System.

---

## 8. If you don't occupy the Premises

- 8.1.1 If at any time during the Term you do not occupy, or cease occupying, the Premises, then:
- (a) this Contract will continue in effect;
  - (b) to the extent that your ability to comply with any terms of this Contract depends on compliance with those terms by, or obtaining any cooperation from, the Occupier, you will procure such compliance and cooperation from the Occupier; and

- (c) subject to clause 8.1.3 below, you remain liable for the performance of your obligations under this Contract (including the payment of all Charges).

8.1.2 Subject to clause 8.1.4 below, you may:

- (a) arrange for the Occupier of the Premises to sign the Occupier Undertaking and provide a copy of the signed Occupier Undertaking to NRN; and
- (b) request that NRN directly bill the Occupier for any applicable System Access Charge and Optimisation Control/Metering Data Charge pursuant to the Occupier Undertaking.

8.1.3 If you provide NRN with a request under clause 8.1.2(b), unless the new Occupier has an NRN Partner Retailer, NRN will directly bill the Occupier for any applicable System Access Charge and Optimisation Control/Metering Data Charge in accordance with the Occupier Undertaking until that Occupier ceases to occupy the Premises (as notified to NRN by you in writing). On and from that date, NRN will resume billing you for any applicable System Access Charge and Optimisation Control/Metering Data Charge in accordance with this Contract (unless you have an NRN Partner Retailer).

8.1.4 You acknowledge and agree that if the Occupier fails to pay any System Access Charge and Optimisation Control/Metering Data Charge, you remain liable for those Charges and any additional Late Payment Fee as invoiced to you under this Contract.

---

## 9. Changes to the NRN System

- 9.1.1 You may request a System Change Service for your NRN System at any time during the Term.
- 9.1.2 Subject to clause 9.1.4, if NRN agrees (at NRN's discretion, acting reasonably) to any System Change Service, the terms and conditions will be set out in a separate agreement between You and NRN that will replace this Contract (as contemplated in clause 13.5).
- 9.1.3 To the extent any System Change Service involves the removal of any System Components of the NRN System installed at your Premises clause 12 will apply, except that a reference to "NRN System" in clause 12 will be taken to be a reference to any "System Component" removed as part of the System Change Service.
- 9.1.4 If you have a Partner Retailer, the System Change Service is subject to the consent of your Partner Retailer.

---

## 10. Sale of the Premises

- 10.1.1 Subject to clause 10.1.2, if you sell the Premises during the Term then by no later than the date you complete the sale (**Completion Date**) you must elect, by giving written notice to NRN, to either:
- (a) transfer your rights and obligations under this Contract to a new owner of the Premises in accordance with clause 23;

- (b) purchase the NRN System, in which case clause 11 will apply; or
- (c) arrange to have the NRN System removed, in which case clause 12 will apply,

such that, the transfer, purchase or removal (as applicable) must have occurred by not later than the Completion Date.

- 10.1.2 If you do not make an election and complete the transfer, purchase or sale by the Completion Date under clause 10.1.1, then you will be taken to have elected to purchase the NRN System and pay the Depreciated System Cost and clause 11 will apply to You, except that all right, title and interest in the NRN System will transfer to the new owner of the Premises.

---

## 11. Purchase of the NRN System

### 11.1 Invoice and payment of Depreciated System Cost

Where you elect (or are taken to have elected) under this Contract to purchase the NRN System, NRN will invoice you and you must pay NRN the Depreciated System Cost calculated in accordance with Attachment 2.

### 11.2 Transfer of NRN System

11.2.1 Upon NRN's receipt of the Depreciated System Cost from you:

- (a) all right title and interest in the NRN System will transfer to (free of any Security Interest) and remain vested in You on an "as is, where is, with all faults" basis;
- (b) NRN will assign to you any manufacturer's warranties that are assignable, held by NRN and in effect as at the date of purchase;
- (c) NRN otherwise disclaims all warranties of any kind, express or implied, concerning the NRN System other than as to title and those that arise under law and cannot be excluded;
- (d) you will assume complete responsibility for the operation and maintenance of the NRN System and liability for the performance of (and risk of loss for) the NRN System; and
- (e) this Contract will terminate and NRN will have no further liabilities or obligations under this Contract or in respect of the NRN System (except for any NRN obligations that survive termination of this Contract).

11.2.2 Upon receipt of the Depreciated System Cost, or at a subsequent reasonable and convenient time to both parties, NRN will provide you with basic training in relation to the operation of the NRN System and all NRN System operation and maintenance manuals and logs in NRN's possession in respect of the NRN System. This obligation survives termination of this Contract.

## 12. Removal of the NRN System

- 12.1.1 Where you elect (or are taken to have elected, or are required) under this Contract to have the NRN System at your Premises removed, you must:
- (a) contact a Solar Retailer and arrange for the Solar Retailer to remove the NRN System and deliver it to an Approved NRN Delivery Site (on terms and conditions to be agreed between you and the Solar Retailer); and
  - (b) except as otherwise specified in this Contract, pay NRN the Removal Fee as invoiced to you by NRN.
- 12.1.2 To assist you with arranging removal as required by this clause, upon request by you, NRN will provide you with contact details for Solar Retailers.
- 12.1.3 Before the Solar Retailer proceeds with any removal works, you must:
- (a) pay NRN the Removal Fee (except where otherwise specified in this Contract);
  - (b) notify NRN of the Solar Retailer that will undertake the removal works; and
  - (c) confirm with NRN the details of an Approved NRN Delivery Site for the NRN System.
- 12.1.4 Subject to you paying NRN the Removal Fee (if required under clause 12.1.1, NRN will pay your Solar Retailer's costs of removing the NRN System.
- 12.1.5 You acknowledge and agree that:
- (a) You will not be relieved of your obligations under this Contract until you comply with the requirements of this clause 12; and
  - (b) where this clause relates to:
    - (i) removal of the entire NRN System, this Contract will terminate upon payment by You of the Removal Fee (where a Removal Fee is payable) and removal of the NRN System from your Premises by the Solar Retailer; or
    - (ii) removal of one or more System Components as part of a System Change Service as referred to in clause 9.1.3, this Contract will terminate in accordance with clause 13.5; and
  - (c) if a reasonable time period has lapsed after NRN notifies you that you must arrange for removal of the NRN System and you do not arrange for removal in accordance with this clause 12, NRN may itself arrange for a Solar Retailer to remove the System from your Premises in which case you must provide the Solar Retailer with clear and unhindered access to the NRN System at your Premises to the extent necessary for the Solar Retailer to undertake the removal at a time agreed with You.

## 13. Termination of this Contract

### 13.1 Australian Consumer Law

13.1.1 The Australian Consumer Law relating to unsolicited consumer agreements applies to this Contract if you entered into it:

- (a) over the telephone, as the result of an uninvited telephone call made by us to you; or
- (b) in person, during an uninvited visit by us to you at the place where the agreement was made.

13.1.2 If this Contract is an unsolicited consumer agreement, your rights to cancel this Contract are set out in Attachment 4 and Attachment 5.

### 13.2 Termination for Convenience

13.2.1 Either NRN or You may terminate this Contract at any time by providing 120 days written notice to the other party, subject to the rest of this clause 13.2.

13.2.2 If You terminate the Contract under this clause 13.2, then in your notice of termination, You may elect to either:

- (a) purchase the NRN System (with the NRN System to remain at your Premises), in which case clause 11 will apply; or
- (b) arrange to have the NRN System removed, in which case clause 12 will apply.

If you do not make an election in your notice, then you will be taken to have elected to have the NRN System removed and clause 12 will apply.

13.2.3 Subject to clause 13.2.4, if NRN terminates the Contract under this clause 13.2, you must elect (by written notice to us) to either:

- (a) purchase the NRN System (with the NRN System to remain at your Premises), in which case clause 11 will apply; or
- (b) arrange to have the NRN System removed, in which case clause 12 will apply (except that no Removal Fee will be payable by you).

If you do not make an election in your notice, then you will be taken to have elected to have the NRN System removed and clause 12 will apply.

13.2.4 If NRN terminates the Contract under this clause 13.2 no Removal Fee will be payable by you.

### 13.3 Termination for breach

Either party (the **Non-Defaulting Party**) may terminate this Contract with immediate or later effect by giving written notice to the other party (**Defaulting Party**):

13.3.1 in the case where the Defaulting Party is You or NRN, if the Defaulting Party:

- (a) breaches a term of this Contract and does not remedy the breach within 30 Business Days after the date on which written notice of the breach is provided by the Non-Defaulting Party (or such other period as is agreed in writing); or
- (b) is the subject of an Insolvency Event; or

13.3.2 in the case where the Defaulting Party is You, You fail to pay any amount due and payable under this Contract, within thirty (30) days following receipt of written notice from NRN of such failure to pay.

#### **13.4 Consequences of termination for breach**

13.4.1 If You terminate this Contract under clause 13.3 for NRN's breach you may elect, in your notice of termination, to either:

- (a) purchase the NRN System (with the NRN System to remain at your Premises), in which case clause 11 will apply; or
- (b) arrange for the NRN System to be removed.

If you do not make such an election in your notice, then you will be taken to have elected to have the NRN System removed. If you elect (or are taken to have elected) to arrange for the System to be removed, then clause 12 will apply, except that no Removal Fee will be payable by you.

13.4.2 If NRN terminates this Contract under clause 13.3 for your breach then you must elect (by written notice to us) to either:

- (a) purchase the NRN System (with the NRN System to remain at your Premises), in which case clause 11 will apply ; or
- (b) arrange for the NRN System to be removed, in which case clause 12 will apply.

#### **13.5 Termination of this Contract upon change to the NRN System**

Where we enter into a new agreement with you for a System Change Service, this Contract will terminate on the date NRN commences providing System Access Services to you under that new agreement.

#### **13.6 Survival**

Termination of this Contract for any reason does not affect the rights of any Party against another Party which:

- 13.6.1 arose before the effective date of termination or expiry of this Contract;
- 13.6.2 arise under a provision of this Contract which is stated to survive termination of this Contract; or
- 13.6.3 relate to any breach or non-performance of obligations under this Contract that occurred before termination or expiry.

---

## 14. Suspension of System Access Services

Without NRN's rights under clause 13, if you are in default of your obligations under this Contract, NRN may, by written notice to you, suspend the performance of NRN's obligations (including performance of the System Access Services) under this Contract until the earlier of the date that:

- 14.1.1 you cure default in full, or
- 14.1.2 NRN exercises its rights to terminate under clause 13.

---

## 15. Confidentiality

- 15.1.1 Each party must keep all Confidential Information confidential and not disclose it to anyone else, except as permitted under clause 15.1.2 below.
- 15.1.2 A party may disclose Confidential Information:
  - (a) with the other party's prior written consent;
  - (b) on a confidential basis, to:
    - (i) a potential purchaser of the Premises;
    - (ii) a potential purchaser of the disclosing party's assets or shares (if the disclosing party is a company);
    - (iii) a potential purchaser of the assets or shares of any Related Body Corporate of the disclosing party;
    - (iv) to its professional advisers, financiers or potential financiers and insurers or potential insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
- 15.1.3 if required by applicable laws or applicable stock exchange rules.

---

## 16. Privacy

- 16.1.1 NRN will:
  - (a) put in place and maintain appropriate measures to ensure the integrity and confidentiality of data, including any Personal Information, obtained through this Contract; and
  - (b) comply with all requirements of the Privacy Laws.
- 16.1.2 You acknowledge that NRN may:
  - (a) collect, use, store and disclose Personal Information in accordance with NRN's Privacy Policy;
  - (b) disclose Personal Information to a Related Body Corporate, Solar Retailer or any other contractor of NRN (or a Related Body Corporate); and



- (c) if you have a NRN Partner Retailer, disclose Personal Information to your NRN Partner Retailer and receive from your NRN Partner Retailer certain data relating to the sale of electricity at your Premises,

in each case to provide the System Access Services to You in accordance with this Contract.

16.1.3 You must:

- (a) not do or omit to do anything that would cause the NRN to breach its obligations under the Privacy Laws; and
- (b) promptly provide all reasonable assistance required to assist NRN in relation to any privacy-related queries or complaints or regulatory enquiries.

16.1.4 The obligations imposed by this clause survive the expiry, end or termination of this Contract.

---

## 17. Your Representations and Warranties

### 17.1 Your Representations and Warranties

You represent and warrant to NRN that:

- 17.1.1 as at the Contract Date, you own the Premises either alone or together with other persons (including as joint owners or as tenants in common);
- 17.1.2 as at the Contract Date, you have disclosed to NRN all relevant Mortgages held by third parties in relation to the Premises as set out in the Contract Schedule and that you will notify us if at any time this information changes;
- 17.1.3 if at any time you do not occupy the Premises, you will procure compliance by the Occupier to the extent necessary to enable you to comply with all of your obligations to NRN under this Contract;
- 17.1.4 entry into this Contract or performance of your obligations will not result in a breach or default under any other agreement to which you are a party;
- 17.1.5 all information provided by you to NRN is correct;
- 17.1.6 you will not adapt, interfere with, or modify the NRN System at any time; and
- 17.1.7 you will not do anything that interferes with the warranty of the NRN System.

---

## 18. Insurance

18.1.1 You must:

- (a) maintain home and contents insurance coverage with a reputable insurer of at least the value of the Premises and which is adequate to insure the NRN System;
- (b) notify your insurer that the NRN System is installed at your Premises; and

- (c) us reasonable endeavours to procure that NRN is noted as an interested party in respect of the policy.
- 18.1.2 Upon NRN's request, You must provide NRN with a certificate of currency evidencing the above insurance requirement.
- 1.1.10 If, during the Term, the NRN System is damaged or destroyed, each Party must comply with all reasonable requests of the other Party associated with any resulting insurance claim.

---

## 19. NRN's liability to You

- 19.1.1 Subject to the rest of this clause 19 and clause 21, NRN will be liable for:
  - (a) any personal injury or property damage suffered by You or any of Your agents, contractors or invitees in relation to NRN's supply of the System Access Services; and
  - (b) subject to clause 21, for any other cost, expenses or losses suffered by You or any of Your agents, contractors or invitees,

arising or resulting directly from any breach of this Contract (or any negligent act or omission) by NRN (or its agents, employees or contractors), provided that NRN's aggregate liability for:

  - (c) claims under clause 19.1.1(a), will not exceed \$2 million per event and in aggregate;
  - (d) claims under clause 19.1.1(b) will not exceed the total of the Charges paid or payable by You under this Contract (or if you have an NRN Partner Retailer, the amount that would have been payable by You to NRN if you did not have an NRN Partner Retailer under this Contract) in respect of the first 12 months from the NRN Service Commencement Date.
- 19.1.2 Other than as set out in clause 19.1.1 and subject to clause 21, NRN excludes all other liability to You or any third party for breach of this Contract, negligence or breach of any other law. If a condition, representation, warranty or statutory guarantee cannot, by law, be excluded, then to the extent permitted by law, NRN's liability for breach of implied conditions, warranties or undertakings is (at NRN's option) limited to:
  - (a) providing equivalent services to those provided under this Contract to the Premises; or
  - (b) paying you the cost of replacing the System Access Services, or acquiring equivalent services, provided under this Contract to you or the Premises.

---

## 20. Your liability to NRN

- 20.1.1 Subject to the rest of this clause 20 and clause 21, You will be liable for:
  - (a) any personal injury or property damage; and
  - (b) any other cost, expenses or losses,

suffered by NRN or any of its agents, contractors or invitees arising or resulting directly from:

- (c) Your breach of this Contract;
- (d) any negligent act or omission by You;
- (e) acts or omissions of You or Your employees, agents, invitees or contractors,

provided that Your aggregate liability for:

- (f) claims under clause 20.1.1(a), will not exceed \$2 million per event and in aggregate; and
- (g) claims under clause 20.1.1(b), will not exceed the total of the Charges paid or payable by under this Contract (or if you have an NRN Partner Retailer, the amount that would have been payable by You to NRN if you did not have an NRN Partner Retailer under this Contract) in respect of the first 12 months from the NRN Service Commencement Date.

20.1.2 Where the NRN System is damaged as a result of the circumstances specified in clause 20.1.1 (and without limiting your liability under that clause), NRN may charge You and You must pay to NRN the Damage Administration Fee to cover NRN's reasonable anticipated administration costs associated with and damage to the NRN System

---

## 21. Liability Generally

21.1.1 Neither party will be liable for:

- (a) any Excluded Loss (except in respect of personal injury or death, subject to clause 19.1.1(c) and clause 20.1.1(c); or
- (b) loss or damage arising from circumstances outside of the party's control.

21.1.2 Nothing in this Contract operates to limit or exclude:

- (a) liability that cannot by law be limited or excluded (including any rights you have under the Australian Consumer Law which cannot be excluded); or
- (b) the liability of either party for any fraudulent act or omission.

21.1.3 Notwithstanding anything else in this Contract:

- (a) NRN's liability to You under clause 19 will be reduced to the extent the loss or damage is caused by You, your employees, agents or contractors; and
- (b) Your liability to NRN under clause 20 will be reduced to the extent the loss or damage is caused by NRN or its employees, agents or contractors.

---

## 22. Force Majeure

22.1.1 If either party is unable to perform any of its obligations under this Contract (other than an obligation to pay money) in whole or in part due to a Force Majeure Event,

that party will be excused from performing its obligations for the duration of the time that it remains affected by the Force Majeure Event.

22.1.2 NRN will:

- (a) give notice to You as soon as reasonably practical after it becomes aware of the Force Majeure Event;
- (b) use commercially reasonable efforts to mitigate the impact of the Force Majeure Event; and
- (c) resume performance of its affected obligations as soon as reasonably practical.

22.1.3 If a Force Majeure Event continues for a consecutive period of one hundred eighty (180) days or more, then either party may terminate this Contract by giving not less than 30 days' written notice to the other party. With effect from the date of termination NRN will have no further liability to You under this Contract (except for any liabilities accrued prior to termination).

22.1.4 By no later than the 14 days prior to the expiry of any written notice given by NRN under clause 22.1.3, You must by written notice given to NRN elect to either:

- (a) purchase the NRN System (with the NRN System to remain at your Premises), in which case clause 11 will then apply; or
- (b) arrange for the System to be removed.

If you do not make such an election, then you will be taken to have elected to have the NRN System removed. If you elect (or are taken to have elected) to arrange for the System to be removed, then clause 12 will apply, except that no Removal Fee will be payable by you.

---

## 23. Assignment

Subject to NRN's written consent and payment by You of the Assignment Administration Fee (to cover NRN's reasonable anticipated administration costs of the assignment), you may assign this Contract to another person, provided that:

- 23.1.1 you and the proposed assignee comply with all reasonable requests of NRN; and
- 23.1.2 you are not released from liability hereunder as a result of any assignment unless the assignee assumes your obligations under this Contract by binding written instrument.

---

## 24. Change in Law

24.1.1 In this clause 24, "**Applicable Change in Law**" means a Change in Law, the effect of which NRN considers, acting reasonably:

- (a) prevents, limits or restricts NRN from complying with its obligations under this Contract (including NRN's ability to provide the System Access Services to You); or

- (b) imposes additional compliance costs for NRN.
- 24.1.2 If an Applicable Change in Law occurs during the Term and NRN considers (at its discretion) that it is **not** able to accommodate the Applicable Change in Law, then NRN may give You not less than 60 days written notice terminating this Contract, in which case clause 24.1.4 applies.
- 24.1.3 If an Applicable Change in Law occurs during the Term and NRN considers (at its discretion) that it **is** able to accommodate the Applicable Change in Law but will reasonably incur additional costs in doing so, then:
- (a) NRN may give You written notice:
- (i) proposing a reasonable increase in the Charges to recover those additional costs; and
- (ii) specifying a date from which those increased Charge will apply (which must not be before expiry of the period referred to in clause 24.1.3(b));
- (b) if any increased Charges NRN notifies to You are not acceptable to You then You may, by written notice to NRN within 21 days after You receive NRN's notice, request that a representative of NRN meet with You to negotiate in good faith any reasonable increase in the Charges to enable NRN to recover its additional costs;
- (c) if you do not give such a notice to NRN within that time period, then the increased Charges as notified to you by NRN will apply from the date notified to You by NRN in its notice; and
- (d) if you do give such a notice within that time period and the parties have not reached agreement on the Charges that should apply within a further 21 days after NRN receives your notice, than at any time after that either party may terminate this Contract by giving to the other not less than 30 days' written notice and clause 24.1.4 will then apply.
- 24.1.4 By no later than the 14 days prior to the expiry of any written notice of termination given under this clause 24, You must by written notice to NRN elect to either:
- (a) purchase the NRN System (with the NRN System to remain at your Premises), in which case clause 11 will then apply; or
- (b) arrange for the System to be removed.

If you do not make such an election, then you will be taken to have elected to have the NRN System removed. If you elect (or are taken to have elected) to arrange for the System to be removed, then clause 12 will apply, except that no Removal Fee will be payable by you.

---

## 25. Dispute resolution and complaints

### 25.1 Dispute resolution

- 25.1.1 Either party may notify the other of any dispute relating to any matter arising out of or in connection with this Contract and if either party issues such a notice under this clause, NRN will appoint one of its managers to meet with you.

25.1.2 The NRN manager and you must meet within 7 days and negotiate in good faith in an effort to resolve the dispute.

25.1.3 If the dispute is not resolved within a further 14 days, either party may take such further steps including legal proceedings to resolve this dispute. However, this will not prevent you from also seeking to resolve the matter as a complaint under clause 25.2 below.

## 25.2 Complaints procedure

25.2.1 If you have a complaint relating to NRN's performance of the System Access Services or this Contract generally, you may make a complaint by calling NRN or providing written notice of your complaint by post or email (NRN's contact details are set out in the Contract Schedule) .

25.2.2 We will handle your complaint in accordance with NRN's Complaints Handling Procedure, available at [www.nrn.com.au/](http://www.nrn.com.au/) complaints.

25.2.3 If you are dissatisfied with NRN's handling of the complaint, you may refer the complaint to:

- (a) any external dispute resolution or ombudsman scheme of which we are a member (as notified by us to You); or
- (b) the relevant consumer affairs or fair trading body in your state or territory as follows:
  - (i) **(NSW)** NSW Fair Trading at 13 32 20;
  - (ii) **(Qld)** Office of Fair Trading at 13 74 68;
  - (iii) **(SA)** *Office of Consumer and Business Services* at 131 882;
  - (iv) **(ACT)** *Access Canberra* at 13 22 81;
  - (v) **(Tas)** *Tasmania Consumer, Building and Occupational Services* at 1300 654 499; or
  - (vi) the Administrator.

## 25.3 Urgent relief

Nothing in this clause 25 prevents a party from seeking urgent injunctive or equitable relief for any matter in connection with this Contract.

---

## 26. GST

26.1.1 In this clause:

- (a) Words and expressions that are not defined in this agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.
- (b) GST Law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

- 26.1.2 Except as otherwise provided in this Agreement, all consideration payable under this agreement in relation to any supply is exclusive of GST.
- 26.1.3 If GST is payable in respect of any supply made by a supplier under this agreement (**GST Amount**), the recipient must pay to the supplier an amount equal to the GST payable on the supply. The recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this agreement in full and without deduction, set off, withholding or counterclaim (unless otherwise provided in this agreement).
- 26.1.4 If this agreement requires a party to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another party, the amount which the first party must pay, reimburse or contribute is the sum of:
- (a) the amount of the payment, reimbursement or contribution, less any input tax credit in respect of the payment, reimbursement or contribution to which the other party is entitled; and
  - (b) if the payment, reimbursement or contribution is subject to GST, an amount equal to that GST.
- 26.1.5 If an adjustment event occurs in relation to a taxable supply under this agreement:
- (a) the supplier must issue an adjustment note to the recipient within 7 days after becoming aware of the adjustment; and
  - (b) any payment necessary to give effect to that adjustment must be made within 7 days after the date of receipt of the adjustment note.

---

## 27. General Provisions

### 27.1 Code

NRN undertakes to comply with the Code in the performance of this Contract.

### 27.2 Governing law and Jurisdiction

This Contract is governed by the law applying in New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

### 27.3 Notices

1.1.11 All notices must be:

- (a) in writing and in English;
- (b) delivered to the relevant address last provided by NRN or You or delivered either by electronic mail or physical post.

1.1.12 Notices delivered:

- (a) by electronic mail, shall be considered received immediately, unless the sender receives a genuine failed delivery notification by their internet service provider and can evidence such;

- (b) by physical post within three (3) days of posting; or
- (c) after 5pm, shall be considered delivered at 9am on the following business day.

#### **27.4 Survival and enforcement of indemnities**

Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Contract. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

#### **27.5 Severability**

27.5.1 Any provision of this Contract that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

27.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Contract that is unlawful or unenforceable will be severed from this Contract and the remaining provisions continue in force.

#### **27.6 Further Assurances**

Each of us will provide such information, execute and deliver any instruments and documents and take such other actions as may be reasonably requested by the other to give full effect to this Contract and to carry out the intent of this Contract.

#### **27.7 Variation**

Except as otherwise provided in the Contract Terms, no amendment or variation to this Contract is valid or binding on either of us, unless made in writing and signed by both you and NRN.

#### **27.8 Waiver**

No waiver of any of the provisions of this Contract will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

#### **27.9 Entire Agreement**

This Contract constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements or other communications between the Parties, oral or written.

#### **27.10 Counterparts**

This Contract may be executed in counterparts, all of which taken together constitute one document.

#### **27.11 Electronic execution**

Each Party consents to the signing of this Contract by electronic means. The parties agree to be legally bound by this Contract signed in this way.



## 28. Definitions and Interpretation

### 28.1 Definitions

**Actual Energy Output** means, for a Solar PV System or Solar Battery System in respect of any period, the actual solar generation output of the Solar PV System or Solar Battery System during that period as measured for the Solar PV System or Solar Battery System at the inverter and adjusted for accuracy, to reflect any difference between:

- (a) that generation output as so measured at the inverter; and
- (b) the generation output of the Solar PV System or Solar Battery System as measured at the electricity meter for that system,

at times when any battery component of the NRN System (for which the electricity meter is also used) is not operating.

**Administration Fees** means each of the fees referred to in the Contract Schedule.

**Administrator** means the administrator of the Code being the Clean Energy Council at the date of this Contract.

**AEMO** means Australian Energy Market Operator.

**AI Platform** means the artificial intelligence system optimisation platform operated by a third party provider through which an NRN System can be accessed remotely by an NRN Partner Retailer.

**Approved NRN Delivery Site** means any site that NRN notifies you is an approved location for the delivery of any NRN System or System Component by a Solar Retailer.

**Assignment Administration Fee** means the fee of that name set out in the Contract Schedule.

**Australian Consumer Law** means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

**Battery Performance Test** means, for a Battery System or (the Battery component of a Solar Battery System), a test to determine the usable storage capacity in kWh of the Battery System (or Battery component of a Solar Battery System) in accordance with the testing function provided with or for the Battery System (or Battery component) by its manufacturer and in accordance with the conditions, methodology, process and any other requirements of the manufacturer.

**Battery System** means a battery energy system with the features described for a 'Battery' in the 'NRN System Type' table in the Contract Schedule.

**Battery Usable Capacity** means the usable storage capacity of a Battery System or Solar Battery System in kWh which, as at the Contract Date, is specified in the Contract Schedule.

**Capacity Adjustment** means an increase or reduction, as the case may be, to the:

- (a) Usable Capacity; and/or
- (b) Storage Capacity,

of an NRN System installed at your Premises, through the addition or removal of one or more System Components.

**Change in Law** means:

- (a) the enactment, adoption, promulgation, modification or repeal after the Contract Date of any applicable law or regulation,
- (b) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Contract Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation),
- (c) a change in applicable taxes (including a change in the rate of an existing tax or a change in interpretation of an existing tax), or
- (d) a change in any applicable utility rate schedule or tariff approved by a Governmental Authority.

**Charges** means the charges and fees listed in the Contract Schedule and which become payable by you to NRN in accordance with this Contract..

**Code** means the New Energy Tech Consumer Code administered by the Clean Energy Council.

**Completion Date** has the meaning given in clause 10.1.1.

**Confidential Information** means any information:

- (a) relating to the business (including products) and affairs of a party;
- (b) relating to the customers, clients, employees, sub-contractors or other persons doing business with a party;
- (c) which is, by its nature, confidential;
- (d) which a party knows or ought to know is confidential; or
- (e) know-how, financial, budgetary, marketing, research, business plan information and other commercially valuable information of a party,

and, for the avoidance of doubt, includes the terms and conditions of this Contract.

**Consumer Price Index** means:

- (a) the Consumer Price Index All Groups (weighted average of all capital cities except Melbourne, Perth and Darwin), published from time to time by the Australian Bureau of Statistics; or
- (b) if that index is suspended or discontinued and another index is substituted by the Australian Bureau of Statistics, that index.

**Contract** means the contract comprising these Contract Terms (including all Attachments to them) and the Contract Schedule to which they are attached.

**Contract Date** means the date specified in the Contract Details.

**Contract Schedule** means the document entitled Contract Schedule to which these Contract Terms are attached.

**Contract Terms** means these Contract Terms.

**Customer App** means the software application through which you can monitor the performance and operation of the NRN System installed at your Premises.

**Custom Switchboard** means a custom switchboard that contains, among other things:

- (a) a VPP Device; and
- (b) other hardware that enables remote access to an NRN System via the AI Platform.

**Default Rate** means two and one-half percent (2.5%) above the RBA Cash Rate (but not to exceed the maximum rate permitted by law).

**Defaulting Party** has the meaning given in clause 13.3.

**Depreciated System Cost** means the Depreciated System Cost referred to in the Charges table in the Contract Schedule, as calculated in accordance with Attachment 2.

**Electricity Retailer** means the entity authorised to sell electricity at the Premises from the local electricity distribution network.

**Excluded Loss** means any indirect or consequential loss or special damages, including:

- (a) loss of profit, revenue or anticipated savings;
- (b) loss of or damage to goodwill;
- (c) loss of production;
- (d) loss of use;
- (e) loss of business reputation;
- (f) loss or denial of opportunity (including any business opportunity); and
- (g) business interruption.

**Expected Output** means, for a Solar PV System or Solar Battery System in respect of any period, the Modelled Output for that Solar PV System or Solar Battery System, after adjusting for actual weather conditions for each day arising during that period, as evidenced by the relevant Bureau of Meteorology weather data available for the location that is nearest to the location of the Solar PV System or Solar Battery System.

**Expiry Date** means the date specified in the Contract Schedule.

**Force Majeure Event** means an event or occurrence or combination of them that:

- (a) is beyond the reasonable control of a party;
- (b) causes or results in that party being unable to perform or to perform on time any of its obligations under this Contract; and

- (c) the occurrence of and the effects of the event or circumstance or combination of them could not have been reasonably prevented, overcome or remedied by the exercise by the party claiming that it is affected by the event of a standard of foresight, care and diligence consistent with that of a prudent and competent person under the circumstances (which standard will include Good Electricity Industry Practice),

including, but not limited to (provided it otherwise meets the criteria above):

- (a) mechanical and electrical plant failure;
- (b) any total or partial failure of supply to or from the national grid (as defined in the NER) or any constraint on any part of the national grid;
- (c) the binding order of any Government Authority;
- (d) pandemic, including any event or circumstance occasioned by or in consequence of the human coronavirus disease named by the World Health Organisation as COVID-19 or the virus that causes that disease;
- (e) any acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; or
- (f) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and labour strikes (but not labour strikes that are directed solely at the party (either with or without that party's Related Bodies Corporate) claiming that it is affected by the event).

**Grid Connection Approval** means approval from the local electricity distribution network service provider for the connection of the NRN System to the distribution network.

**Governmental Authority** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**Green Rights** means:

- (a) any renewable energy certificates under the *Renewable Energy (Electricity) Act 2000* (Cth); or
- (b) any other rights, credits, certificates, incentives, concessions and benefits created, recognised or available by or under any Law which relates to solar energy, renewable energy, battery storage of energy, emissions trading or limiting or reducing greenhouse gas emissions.

**Initial Term** means the term specified in the Contract Schedule.

**Insolvency Event** means, in relation to a person, any of the following:

- (a) the person, being an individual, commits an act of bankruptcy;
- (b) the person becomes insolvent;
- (c) the person assigns any of its property for the benefit of creditors or any class of them;

- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up;
- (e) the holder of a security interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (f) a judgment or order is made against the person in an amount exceeding \$10,000 (or the equivalent in any other currency) and that judgment or order is not satisfied, quashed or stayed within 20 Business Days after being made;
- (g) any step is taken to do anything listed in the above paragraphs; and
- (h) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

**Installation Date** means the date the NRN System is installed at your Premises by a Solar Retailer.

**Intellectual Property Rights** means all intellectual property rights (whether or not registered, including all applications and the right to apply for registration) including:

- (a) any processes, technology, systems, reports, specifications, blueprints, patents, trademarks, service marks, trade names, domain names, designs, design rights, brands and company names, trade secrets, copyright works, URLs, drawings, discoveries, inventions, improvements, technical data, research data, formulae, computer programs, software, know-how, logos, symbols and similar industrial or intellectual property rights; and
- (b) the right to keep Confidential Information confidential.

**Late Payment Fee** means the fee of that name set out in the Contract Schedule.

**Mechanical Underperformance** means, in respect of a Solar PV System or Solar Battery System, a mechanical fault or limitation impeding the generation of electricity by the Solar PV System or Solar Battery System arising, for example, as a result of component or string failure or the tripping of the system, but excluding any matters unrelated to the actual operation of the Solar PV System or Solar Battery System, such as:

- (a) constraints or unavailability of the distribution system, or the connection point to the distribution, servicing the Premises;
- (b) Force Majeure Event; or
- (c) any failure associated with your information technology systems, the AI Platform or your access to the Solar PV System or Solar Battery System through the AI Platform.

**Modelled Output** means, for a Solar PV System or Solar Battery System in respect of any period, the modelled energy output for the Solar PV System or Solar Battery System for that period as determined by the Solar PV Model for that Solar PV System or Solar Battery System.

**Mortgage** has the meaning set out in clause 1.3.

**NER** means the National Electricity Rules.

**Non-Defaulting Party** has the meaning given in clause 13.3.

**NRN** has the meaning given in the Contract Schedule.

**NRN Group** means NRN and any of its Related Bodies Corporate.

**NRN Partner Retailer** has the meaning given in the Contract Details.

**NRN Service Commencement Date** means the date that installation of your NRN System has been completed by your Solar Retailer.

**NRN System** or **NRN Owned System** means the:

- (a) Battery System;
- (b) Solar PV System; or
- (c) Solar Battery System,

comprising the System Components specified in the NRN System Specification set out in the Contract Details of the Contract Schedule and which (upon and from installation) at your premises is owned by NRN.

**Occupier** means, if the Premises is not occupied by you at any time during the Term, the occupier of your Premises.

**Occupier Undertaking** means an undertaking in the form set out in Attachment 3 to this Contract.

**Optimisation Control/Metering Data Charge** means the charge of that name set out in the Contract Schedule.

**Payment Processing Fee** means the fee of that name set out in the Contract Schedule.

**Personal Information** has the meaning given to it under the Privacy Act.

**PPS Act** means the *Personal Property Securities Act 2009* (Cth).

**PPS Security Interest** means a security interest within the meaning of the PPS Act.

**PPSR** means the Personal Property Securities Register established under the PPS Act.

**Premises** means the premises specified in the Contract Schedule.

**Privacy Act** means the *Privacy Act 1988* (Cth) including the Australian Privacy Principles and all applicable privacy codes, as amended from time to time.

**Privacy Laws** means:

- (a) the Privacy Act; and
- (b) all other laws relating to privacy and the protection or handling of the type of Personal Information which is collected or handled under or in connection with this Contract.

**Privacy Policy** means NRN's privacy policy as published by NRN on its website and as updated from time to time (see <https://nrn.com.au/privacy/>).

**Purchase Money Security Interest** has the meaning given to that term in section 14 of the PPS Act.

**RBA Cash Rate** means the most recent cash rate set by the Reserve Bank of Australia at <https://www.rba.gov.au/statistics/cash-rate/>.

**Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).

**Removal Fee** means an amount equal to 100% of the Depreciated System Cost, calculated in accordance with the row titled 'Removal Fee' in the Charges table in the Contract Schedule.

**Repair Works** has the meaning given in clause 5.1.3.

**Replacement Agreement** has the meaning given in clause 2.3.

**Replacement Offer** has the meaning given in clause 2.3.

**Reporting Period** means each sixty (60) day period during the Term.

**Site Specific Service Costs** means any 'Site Specific Service Costs' payable by you under the Solar Retailer System Services Contract.

**Solar Capacity** means the kW peak capacity of a Solar PV System or Solar Battery System, which as at the Contract Date is as specified in the Contract Schedule.

**Solar Irradiance** means the amount of sunlight that falls onto the surface of the NRN System's solar panels.

**Solar PV Model** means, for a Solar PV System or Solar Battery System, a solar PV simulation model developed and operated by NRN to model the generation output of the Solar PV System or Solar Battery System, taking into account key inputs and parameters required to model that output for the system, as installed at its location, including:

- (a) the geographic location of the Solar PV System or Solar Battery System;
- (b) the solar PV panel make, type, capacity, array, pitch and any relevant operating specifications of the manufacturer;
- (c) inverter make, type, capacity and efficiency; and
- (d) ambient temperature and Solar Irradiance (for both "global horizontal irradiance (GHI)" and incidence).

**Solar PV System** means a solar PV energy system with the features described for a 'Solar PV' in the 'NRN System Type' table in the Contract Schedule.

**Solar Retailer** means a solar retailer:

- (a) that provides services to customers relating to the supply and installation of solar and battery systems at customer premises; and
- (b) that NRN has accredited as an 'NRN Approved Solar Retailer', as published on NRN's website from time to time or as otherwise notified to You as an NRN Approved Solar Retailer.

**Solar Retailer System Services Contract** means the agreement of that name between you and a Solar Retailer under which the Solar Retailer installs an NRN Owned System at your Premises.

**Solar PV System** means an energy system with the features described for a 'Solar Battery' in the 'NRN System Type' table in the Contract Schedule.

**System Access Agreement** means the agreement titled 'System Access Agreement' between NRN Assets Pty Ltd and the NRN Partner Retailer in respect of the NRN System at the Premises.

**System Access Charge** means the charge of that name set out in the Contract Schedule.

**System Access Services** has the meaning given in clause 3.1.

**System Change Service** means:

- (a) a Capacity Adjustment; or
- (b) System Upgrade.

**System Component** means any of the individual components forming part of an NRN System, including any equipment, technology or software.

**System Installed Capacity** means the total capacity of the NRN System in kW, which as at the Contract Date is specified in the Contract Schedule.

**System Performance Attachment** means the NRN System performance requirements as set out in Attachment 1.

**System Services Agreement** means the agreement titled 'Customer Solar Systems - System Services Agreement' between NRN Operations Pty Ltd and the NRN Partner Retailer in respect of the NRN System at the Premises.

**System Upgrade** means an upgrade to the NRN System installed at your Premises through the:

- (a) supply and installation of one or more new or replacement System Components for an NRN System; and/or
- (b) removal of any existing System Component that will no longer form part of the NRN System following the upgrade to the NRN System.

For the avoidance of doubt, System Upgrade does not include any replacement of faulty System Components as part of any Repair Works.

**System Access Charge** means the charge of that name set out in the Contract Schedule.

**Technical Specifications** means the technical specifications for the safe and effective operation of the NRN System as specified by the manufacturer of each component of the NRN System as provided to you by NRN or your Solar Retailer.

**Term** means the Initial Term plus any period of continuation of the Contract under clause 2.2, unless the Contract is terminated earlier in accordance with its terms.

**Us We** or **we** means NRN.



**VPP Device** means the hardware technology that connects the NRN System to a virtual power plant network operated by an Electricity Retailer.

**You or you** means the customer specified in the Contract Schedule.

## 28.2 Interpretation

Unless otherwise defined or required by the context in which any term appears:

- 28.2.1 a reference to an attachment is a reference to an attachment to these Contract Terms;
- 28.2.2 terms and the singular includes the plural and vice versa;
- 28.2.3 the words “herein,” “hereof” and “hereunder” refer to this Contract as a whole and not to any particular section or subsection of this Contract;
- 28.2.4 references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time; and
- 28.2.5 the words “include,” “includes” and “including” mean include, includes and including “without limitation”. The captions or headings in this Contract are strictly for convenience and will not be considered in interpreting this Contract. As used in this Contract, “dollar” and the “\$” sign refer to Australian dollars.