

## 1. Solar Panel Package

---

### 1.1 In this Special Condition 1:

**Base Standard** means a 6.6kW array of solar panels, roof top mounted with a 5W inverter, associated racking and electrical accessories (including a solar inverter) as advised by the Vendor as at the Day of Sale.

**Dwelling** means any house or dwelling constructed by the Purchaser on the Land in accordance with the terms and restrictions of this Contract.

**Solar Panel Package** means Vendor's contribution towards a solar panel system, capped at maximum retail value of \$3,500 (excluding GST).

**Supply Agreement** means an agreement to be entered between the Purchaser and the Vendor's Contractor.

**Vendor's Contractor** means a contractor appointed by the Vendor from time to time, to carry out works for installation of solar panels.

### 1.2 Acknowledgement

- (a) The Purchaser acknowledges that if it intends to accept the Vendor's offer for the Purchaser to engage the Vendor's Contractor under the Supply Agreement to supply and install a Solar Panel Package on the Property at the Vendor's cost (subject to Special Condition 1.5(b)) the Purchaser is required to enter into a Supply Agreement with the Vendor's Contractor prior to the date which is 12 months after Settlement.
- (b) The Purchaser agrees and acknowledges that:
  - (i) any information provided by the Vendor in respect of the Solar Panel Package is indicative only, and believed to be correct at the Day of Sale;
  - (ii) the Purchaser is not relying upon such information in entering into this Contract;
  - (iii) the Purchaser must not Object to the extent that it has agreed to and/or acknowledged anything contained in this Special Condition 1.

### 1.3 Purchaser's Eligibility

The Purchaser acknowledges and agrees that before the Vendor's Contractor is required to commence installation of the Solar Panel Package, the Purchaser must have satisfied all of the following:

- (a) the Purchaser has completed the construction of the Dwelling on the Land;
- (b) the Purchaser's Dwelling on the Land has achieved certificate of occupancy within 12 months of settlement; and

- (c) the Purchaser has confirmed in writing to the Vendor of the compliance of the Special Conditions ~~1.3(a)~~~~1.3(a)~~ and ~~1.3(b)~~~~1.3(b)~~ within 12 months of the Settlement Date.

#### 1.4 Installation of the Solar Panel Package

- (a) After the Vendor has approved the Purchaser's proposed plans and specifications in accordance with the Contract, the Purchaser may engage the Vendor's Contractor under the Supply Agreement to provide and install the Solar Panel Package.
- (b) The Purchaser acknowledges and agrees that installation of the Solar Panel Package and any associated power output is subject to roof space availability and orientation.
- (c) The Purchaser acknowledges and agrees that installation of the Solar Panel Package will be undertaken only after completion of roof work once the Dwelling is connected to a power supply, meter and switchboard.
- (d) The Purchaser releases the Vendor from all liability, loss and damage arising from the installation or use of the Solar Panel Package except to the extent that the Vendor caused or contributed to the liability, loss or damage.

#### 1.5 Vendor's payment

- (a) The Vendor will pay for the costs payable to the Vendor's Contractor under the Supply Agreement between the Purchaser and the Vendor's Contractor capped at \$3,500 (**Vendor's Contribution**) by the later of the date which is:
  - (i) 14 days after receipt of a valid tax invoice from the Vendor's Contractor for the Vendor's Contribution; and
  - (ii) the due date for payment of the Vendor's Contribution to the Vendor's Contractor.
- (b) The Purchaser acknowledges and agrees that the Purchaser will be responsible for all costs in excess of the Vendor's Contribution ~~-\$3,500 (excluding GST) cap~~ and in connection with any amendments, changes, or upgrades to the Solar Panel Package from the Base Standard, including without limitation the costs charged by the Vendor's Contractor in connection with those amendments, changes or upgrades.