Standard Terms and Conditions

Supply and installation of solar, battery and home energy systems · Version 2.1, October 2026

Technaus Pty Ltd trading as Technaus Solar
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These Standard Terms apply together with the Proposal you accept and any Variation we both sign. Please read them with your Proposal.

1. About this agreement

1.1 Who it is between. This agreement is between Technaus Pty Ltd ABN 75 354 156 203 trading as Technaus Solar (**we**, **us**, **our**) and the customer named in the Proposal (**you**, **your**).

1.2 What it is made up of. This agreement is made up of:

(a) the **Proposal** we gave you for your home, including the site-specific system design, the performance estimate, the price and any special terms written in it;

(b) any **Variation** we both sign after this agreement starts; and

(c) these **Standard Terms**.

If they say different things, the order of priority is: a signed Variation, then the Proposal, then these Standard Terms.

1.3 What it covers. We sell you, design, deliver, install and commission the solar, battery and other equipment described in the Proposal (the **System**) at the address in the Proposal (the **Premises**), and arrange the approvals described in clause 7.

1.4 When it starts. This agreement starts when you accept the Proposal, by signing it online or on paper. You agree that we can use electronic signatures, and send you documents and notices by email or SMS, for this agreement.

1.5 The Code. We are an Approved Seller under the New Energy Tech Consumer Code (the **Code**) and are bound by it. The Code's consumer information is at newenergytech.org.au. Nothing in this agreement reduces your rights under the Code or the Australian Consumer Law.

1.6 Consumer information. With the Proposal we give you the Code's Consumer Information Product (also at newenergytech.org.au). We will give you a printed copy on request.

2. Before you sign: design, estimate and claims

2.1 Site-specific design. Before you sign, we give you a design for your Premises showing where the equipment goes, and a performance estimate based on your site (roof, orientation, shading, location, your energy use and tariff). These form part of the Proposal.

2.2 Estimates are estimates. Performance, savings and payback figures are estimates based on the assumptions and limitations stated in the Proposal. Actual results depend on weather, shading, your usage, network export limits and future energy prices and tariffs. We make our estimates and other statements in good faith and on a reasonable basis, and we don't promise a particular result unless the Proposal says so in writing.

2.3 Design fees. We only charge for a design, plan or estimate if the Proposal states the fee, its amount and whether it is refundable.

2.4 Your existing equipment. Based on what you told us about your circumstances, needs and existing equipment (as described in the Proposal), we confirm that the System is compatible with your existing equipment, unless the Proposal says otherwise.

3. Your right to cancel (cooling-off)

3.1 Ten business days. You can cancel this agreement for any reason, without penalty, within 10 Business Days after the day you accept it. To cancel, call or email us using the details in the Proposal.

3.2 No unsolicited sales. We don't sell through unsolicited contact such as door-knocking or cold calling. Every agreement has the cooling-off period in clause 3.1. If an agreement ever did result from contact we started, we would not ask for or accept any payment, or deliver or install anything, during the cooling-off period.

3.3 If you don't accept the plan, design or estimate. If, within 10 Business Days of receiving the plan, design work or estimate for your System, you tell us that you do not accept it, you can choose to cancel this agreement. If you cancel, we refund any money you have paid, less only the non-refundable fees stated in the Proposal (clause 5.1). Where clause 3.2 applies (an unsolicited sale), the 10 Business Days start after the cooling-off period ends. We record the date we give you the plan, design or estimate.

3.4 Refund. If you cancel under this clause 3, we refund everything you have paid within 10 Business Days, less only a non-refundable fee stated in the Proposal (if any).

4. Price and payment

4.1 The price. The total price is in the Proposal and includes GST. It already takes into account the small-scale technology certificates (**STCs**) and any point-of-sale rebates shown in the Proposal.

4.2 Deposit. If the Proposal states a deposit, it is payable when you accept the Proposal. If you cancel within the cooling-off period, it is refunded in full (clause 3.4). If no deposit is stated, none is payable.

4.3 Balance. Unless the Proposal says otherwise, the balance is payable when we finish installing and commissioning the System.

4.4 Finance. If you pay any part of the price with finance, the loan is a separate contract between you and the lender, on the lender's terms and subject to the lender's approval. If the lender doesn't approve the finance, you can pay that part another way or cancel this agreement with a full refund.

4.5 How to pay. You can pay by bank transfer, card or the other methods shown in the Proposal. A payment is made when it reaches our account as cleared funds.

4.6 Ownership and risk. You own the System when you have paid the full price. The risk of loss or damage to equipment passes to you when it is installed at the Premises.

4.7 No price increase without your agreement. After you sign, we won't increase the price unless you agree to it in a signed Variation. If you don't agree, you can cancel and we refund everything you have paid.

4.8 Receipts. We give you a receipt for every payment.

5. Fees, refunds and cancelling later

5.1 Non-refundable amounts. Only fees that the Proposal states as non-refundable can be kept. If the Proposal states none, there are none.

5.2 Cancelling after the cooling-off period. If you cancel after the cooling-off period, and not for a reason in clause 5.3, we may charge a cancellation fee of up to **$1,000**. The fee is limited to the reasonable costs we have actually incurred by the time you cancel: administration, system design, scheduling and booking, and equipment ordered for your job that can't be returned. On request, we will give you a written breakdown of these costs. We will not charge or deduct anything else.

5.3 Full refund. You can end this agreement and we refund everything you have paid within 10 Business Days, less only a non-refundable fee stated in the Proposal, if:

(a) grid connection approval, or another approval we told you was needed, is refused, or we apply for it and can't obtain it;

(b) we need to make a significant change to the design, equipment, performance estimate or price, and you don't accept it;

(c) equipment in the Proposal is unavailable and you don't accept the substitute we offer;

(d) the site-specific design and estimate is a deliverable and you don't receive it before the cooling-off period ends;

(e) we don't install within the timeframe in the Proposal (or a new one you agree to in writing) for reasons within our control;

(f) we charge for extra work that wasn't in this agreement without your consent;

(g) your finance isn't approved and you don't pay that part another way; or

(h) any other circumstance where the Code or the law gives you the right to a full refund.

6. Changes to the agreement (Variations)

6.1 Changes must be signed. Any change to the design, equipment, layout, scope of work or price after you sign must be set out in a written **Variation** that you and we both sign **before installation starts**. A verbal agreement on site is not enough. We will not start or continue installation until the current agreement and every Variation are signed.

6.2 Site findings. If something we find before or during installation (for example the switchboard, roof or site conditions) means a change is needed, we will stop, explain the change and its cost, and send you a Variation to sign. If you don't accept a significant change, clause 5.3(b) applies.

7. Approvals and network connection

7.1 Connection approval and your meter: the steps. Unless you choose to do it yourself (clause 7.5), we take these steps for you:

(a) **Before installation:** we apply to your electricity network (distributor) for approval to connect the System, including any export limit it sets. Where the Proposal says so, we also apply for the feed-in or buyback arrangement (for example Synergy's Distributed Energy Buyback Scheme in WA). We need your signature on the network's application or consent form, and a copy of a recent electricity bill (for your NMI and account details). We don't install until the approval we need is granted.

(b) **Installation:** we install and commission the System to the approved design.

(c) **After installation:** our licensed electrician completes and lodges the electrical safety certificate required in your state and the network's notice of completion (in some states called an electrical work request or a notice of completion). This tells your network and your retailer that your meter needs to be reconfigured or replaced so it can record the power you export.

(d) **Your meter:** your retailer or its metering provider then reconfigures or replaces the meter. Until that is done, your exports may not be credited. We follow it up for you, but the timing is set by your retailer and network.

We keep you updated at each step and tell you the outcome.

7.2 Network rules. Your network sets the rules for connecting the System, including export limits and remote management. In some states the network or the market operator can reduce or switch off exports in rare emergencies (the **emergency backstop**), and new systems must be registered for it through the inverter manufacturer and the network. These rules, and any delays in those organisations' systems, are outside our control. We lodge everything on time and follow it up for you.

7.3 Approvals you arrange. You arrange any other approvals the Proposal says you need, such as the written consent of your owners corporation for a strata or community-title property, or council or heritage approval. We won't install until we have a copy. If an approval we told you about is refused, either of us can end this agreement and clause 5.3 applies.

7.4 Your retailer, and charges you may pay them. Your electricity retailer may change your tariff, feed-in rate or meter when the System is connected. **Your Energy Supplier (your electricity retailer or network) may charge you for connecting the System to the energy network and/or for reconfiguring or replacing your meter.** These charges are set by them, are not part of our price unless the Proposal says so, and are billed to you by them. Check with your retailer.

7.5 If you get network approval yourself. You may choose to obtain the network connection approval yourself. If you do, we will support you through the steps in clause 7.1, including giving you the system design, equipment details and other documents the network asks for. **We do not charge for this assistance**, and there is no non-refundable charge for it.

7.6 Strata and community-title properties. If your property is strata or community title, we will tell you before you sign that the Owners Corporation's written consent may be needed (clause 7.3).

(a) **At your cost**, we will end this agreement, remove the New Energy Tech we supplied and return the site to its former state, if: (i) your property is strata title; (ii) you were required by law to obtain the Owners Corporation's written consent before we installed it; (iii) you entered into this agreement before you obtained that written consent; and (iv) the Owners Corporation then refuses to give that consent.

(b) **At our cost**, we will end this agreement, remove the New Energy Tech we supplied, return the site to its former state and refund what you have paid less only the non-refundable fees stated in the Proposal (clause 5.1), if: (i) we did not tell you that written consent was needed; or (ii) we went ahead with the installation after you told us your property is strata title, without confirming that you had received the Owners Corporation's written consent.

8. Installation

8.1 Timeframe. The Proposal gives the estimated installation date. We will tell you promptly if it can't be met, with the reason and a new date. Delays can be caused by things outside our control, such as network approvals, weather, equipment supply, strata or other approvals, and site access.

8.2 Who installs. The System is designed and installed by people accredited by Solar Accreditation Australia (SAA) and licensed electricians, to the applicable Australian Standards (including AS/NZS 3000, AS/NZS 4777, AS/NZS 5033 and, for batteries, AS/NZS 5139) and your network's rules. We may use contractors; we give you your installer's name and accreditation before installation day.

8.3 Access and safety. You give us and our contractors access to the Premises at agreed times on at least 3 Business Days' notice, and safe access to the roof space, switchboard, meter and equipment locations. You or an adult representative must be present on installation day. Power to the Premises will be off for part of the day.

8.4 Your roof and property. We take reasonable care. We inspect what we can see, but we're not responsible for pre-existing defects in your roof, structure or wiring that we couldn't reasonably have known about. If we find a defect or hazard (for example asbestos or an unsafe switchboard), clause 6.2 applies.

8.5 Handover. When the System is installed and commissioned, we show you how it works and give you: the system ratings and commissioning date; where the equipment is located; an itemised equipment list with model descriptions and serial numbers; the operating instructions and user manual; the manufacturer documents and warranty terms; the electrical safety certificate required in your state; and the battery Safety Data Sheet where a battery is installed.

8.6 Batteries. A battery is installed to AS/NZS 5139 and the manufacturer's instructions by an installer accredited by Solar Accreditation Australia with a battery endorsement. A battery gives backup power in a blackout only if the Proposal says so.

9. Your responsibilities

9.1 You agree to: give us accurate information about the Premises and your energy use; keep the equipment areas clear and accessible; follow the user manual and maintenance instructions; not open, modify or move the equipment (only a licensed electrician or accredited installer should); keep the inverter connected to the internet where your network rules, your feed-in or VPP arrangement, or a rebate scheme requires it; and tell us promptly about any fault.

10. STCs, rebates and incentives

10.1 STCs. You assign to us the right to create the STCs for the System, and you'll sign the documents needed. You confirm that no STCs have already been created or assigned for the System.

10.2 If the incentive is lost because of you. If you do something that stops us creating the STCs, or makes the System ineligible for a rebate shown in the Proposal (for example, refusing to sign the forms or moving the battery off the Premises), you must pay us the amount of that incentive. We will tell you the amount in writing.

10.3 Scheme conditions. Some rebates and incentives have conditions, such as joining a virtual power plant for a period, keeping an internet connection, or keeping a battery at the Premises for a set time. Where the Proposal includes them, those conditions are part of this agreement.

10.4 Battery STCs. Battery STCs (Cheaper Home Batteries Program) can be created only once for a Premises (electricity connection). You confirm that no battery STCs have been created for any battery at the Premises before. If that isn't true, clause 10.2 applies.

10.5 Virtual power plants. If the Proposal includes a virtual power plant (VPP) incentive or credit, the VPP provider's terms apply to it. We tell you in writing who the provider is before installation.

11. Warranties and your consumer rights

11.1 Our workmanship warranty. We warrant our installation work for the period stated in the Proposal (10 years unless the Proposal says otherwise) from the installation date. We will fix a workmanship fault you tell us about within that period at no cost to you, within a reasonable time.

11.2 Manufacturer warranties. The equipment comes with the manufacturers' warranties shown in the Proposal. We help you make a claim and deal with the manufacturer for you.

11.3 Exclusions. Our warranty doesn't cover faults caused by misuse, accident, storms, flood, fire, pests, power surges, lack of maintenance, or work on the System by someone other than us or a person we approve in writing.

11.4 Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. Our warranty is in addition to these rights.

12. Our responsibility

12.1 Except for rights you have under the Australian Consumer Law or the Code that can't be excluded, we are not liable for indirect or consequential loss. Nothing in this agreement limits our liability for death, personal injury or damage caused by our negligence.

12.2 People who act for us. We are responsible under this agreement and the Code for the installers, designers, contractors and other providers who act on our behalf, as if their acts were our own.

13. If you don't meet your obligations

13.1 If you don't pay an amount when it is due, or don't give us the access you agreed to, we may pause work and will tell you in writing what needs to happen. If it isn't fixed within 10 Business Days of our notice, we may end this agreement by notice to you.

13.2 If we end this agreement under clause 13.1, we may only charge the cancellation fee in clause 5.2, on the same basis and with the same limit. We refund any other money you have paid within 10 Business Days.

14. Complaints

14.1 If you have a complaint about the System, its installation or this agreement, contact us using the details in the Proposal. We handle complaints in line with the Code and AS 10002:2022. We will acknowledge your complaint promptly, aim to respond within 15 Business Days, and give you a final response within 25 Business Days unless you agree to an extension.

14.2 Who else you can contact. If you are not satisfied with how we handle your complaint, you can contact:

The New Energy Tech Consumer Code Administrator: 03 9929 4174, compliance@newenergytech.org.au, newenergytech.org.au/make-a-complaint.

Your state or territory's fair trading or consumer affairs office:

State	Fair trading / consumer affairs	Phone	Website
NSW	NSW Fair Trading	13 32 20	nsw.gov.au/departments-and-agencies/fair-trading
VIC	Consumer Affairs Victoria	1300 55 81 81	consumer.vic.gov.au
QLD	Office of Fair Trading	13 74 68 (13 QGOV)	qld.gov.au
SA	Consumer and Business Services	131 882	cbs.sa.gov.au
WA	Consumer Protection (DLGIRS)	1300 30 40 54	consumerprotection.wa.gov.au
TAS	Consumer Affairs Tasmania	1300 654 499	consumeraffairs.tas.gov.au
ACT	Access Canberra	13 22 81	accesscanberra.act.gov.au
NT	NT Consumer Affairs	1800 019 319	consumeraffairs.nt.gov.au

14.3 Energy ombudsman. We are not a member of an energy ombudsman (external dispute resolution) scheme. If your complaint is about your electricity retailer or network (for example your connection, meter or bill), you can contact the energy ombudsman in your state or territory:

State	Scheme	Free call	Website
NSW	Energy & Water Ombudsman NSW (EWON)	1800 246 545	ewon.com.au
VIC	Energy and Water Ombudsman Victoria (EWOV)	1800 500 509	ewov.com.au
QLD	Energy and Water Ombudsman Queensland (EWOQ)	1800 662 837	ewoq.com.au
SA	Energy & Water Ombudsman SA (EWOSA)	1800 665 565	ewosa.com.au
WA	Energy and Water Ombudsman WA	1800 754 004	energyandwater.ombudsman.wa.gov.au
TAS	Energy Ombudsman Tasmania	1800 001 170	energyombudsman.tas.gov.au
ACT	ACT Civil and Administrative Tribunal (energy and water)	(02) 6207 1740	acat.act.gov.au
NT	Ombudsman NT (Jacana Energy and Power and Water)	1800 806 380	ombudsman.nt.gov.au

15. Privacy

15.1 We handle your personal information under the Privacy Act 1988 (Cth) and our privacy policy. We use it to design, quote, install and support your System, and we share what is needed with your network, retailer, lender, equipment manufacturers, the Clean Energy Regulator and our STC agent, government rebate schemes, VPP providers you join, and our contractors. We keep records about your agreement, design and installation for at least five years.

16. General

16.1 Notices. Notices can be given by email, SMS, post or hand, to the contact details in the Proposal or as updated in writing.

16.2 Changes. This agreement can only be changed in writing signed by both of us (see clause 6).

16.3 Assignment. Neither of us may transfer this agreement to someone else without the other's written consent, which won't be unreasonably refused.

16.4 Severance. If part of this agreement is invalid, the rest still applies.

16.5 Governing law. The law of the State or Territory where the Premises are located applies.

17. Meanings

Business Day means a day that is not a Saturday, Sunday or public holiday in the State or Territory where the Premises are located.

Proposal means the proposal (quote) we gave you for the Premises that you accepted, including its site-specific design and performance estimate.

STC means a small-scale technology certificate under the Renewable Energy (Electricity) Act 2000 (Cth).

Variation means a written change to this agreement signed by you and us.