



GENESIS ENERGY RESIDENTIAL SOLAR ENERGY SYSTEM - TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

- 1.1 These terms and conditions apply in relation to your purchase from Genesis Energy of an installed photovoltaic solar system ("**System**").
- 1.2 You agree that these terms and conditions ("**Terms**") are a legally binding document between you and Genesis Energy. You cannot assign your rights or obligations under these Terms.

2. ELIGIBILITY

- 2.1 By accepting these Terms, you acknowledge that you fulfil all of the eligibility criteria to purchase a System from Genesis Energy, including that:
- (a) you are the legal owner of the existing residential property on which the System will be installed ("**Property**");
 - (b) the Property is not listed on the New Zealand Heritage List and there are no other restrictions on or relating to the Property that would prohibit the installation of the System;
 - (c) you have obtained, or will obtain, any regulatory or other consents and/or approvals required to be obtained from regulatory bodies in respect of the installation of the System (including any resource or building consent required); and
 - (d) you comply with any other eligibility criteria notified to you by Genesis Energy, (together, the "**Eligibility Criteria**").
- 2.2 It is a fundamental term that, at the time you apply for a System until the System has been paid for in full you satisfy the Eligibility Criteria. Failure at any time to satisfy the Eligibility Criteria will constitute a default under these Terms. If Genesis Energy has accepted your application for a System but it is subsequently found that you do not meet the Eligibility Criteria ("**Non-Eligibility Event**"), Genesis Energy may stop the installation of the System and:
- (a) the Deposit (as defined in clause 5.3(c)) and any other money received

from you in satisfaction of the Purchase Price (as defined in clause 5.3(b)) shall be treated in accordance with clause 11; and

- (b) in addition, if, as a result of the Non-Eligibility Event, Genesis Energy has incurred any costs or losses, you agree to indemnify Genesis Energy for such costs or losses.

3. ELIGIBILITY FOR PAYMENT PLAN

- 3.1 If you are an existing residential electricity customer of Genesis Energy at the time of Installation, you may be eligible to pay the Purchase Price in fixed equal instalments, subject to Genesis Energy credit criteria. Genesis Energy may, at its sole discretion, provide details of a schedule of payments ("**Payment Plan**") with your Quote (as defined in clause 5.3). If Genesis Energy provides these details to you, you will be able to apply to pay the Purchase Price under the Payment Plan. Acceptance will then be subject to meeting Genesis Energy's standard eligibility and credit criteria.

4. WHAT GENESIS ENERGY WILL SUPPLY

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

5. SITE INSPECTION AND QUOTATION

- 5.1 In order to determine the suitability of your Property for an Installation, Genesis Energy may arrange an initial site inspection of the Property ("**Site Inspection**") to be performed by its representative, subcontractor, employee and/or agent (each a "**Representative**" and together the "**Representatives**"). You (or an authorised adult) must be present at the Property for this Site Inspection. Genesis Energy's standard terms and conditions for site inspections will



- apply to any Site Inspection carried out for this purpose.
- 5.2 You agree to provide Genesis Energy and its Representatives (as applicable) with all information, assistance and consents reasonably requested by Genesis Energy to allow it to carry out the Site Inspection and provide you with a Quote.
- 5.3 As soon as practicable after either the Site Inspection or, if no Site Inspection is required, your application for a System, Genesis Energy will provide you with a quote ("**Quote**") detailing:
- (a) a description of the System that will be installed at the Property;
 - (b) the purchase price of the System, including any installation costs ("**Purchase Price**");
 - (c) any deposit required to be paid for the System ("**Deposit**"); and
 - (d) if applicable, a Payment Plan.
- 5.4 The Quote may be amended by Genesis Energy at any time by notice to you prior to your acceptance in accordance with clause 5.5. The Quote will be valid for 30 days from the date of issue to you.
- 5.5 If you wish to proceed with the purchase of the System in accordance with the Quote, you must accept the Quote by:
- (a) completing the online acceptance form accessed via your Quote; and
 - (b) if required in the Quote, pay the Deposit in accordance with the payment terms set out in clause 8.2.
- 6. INSTALLATION**
- 6.1 Once you have completed the acceptance form and the Deposit (if any) has been received by Genesis Energy, Genesis Energy or its Representatives will arrange with you a suitable time(s) for the installation of the System (which, for the avoidance of doubt, shall include the supply and install, testing, inspection and livening of the System, but shall not include incidental works or services related to the meter connection for the System) (the "**Installation**") at your Property. You (or an authorised adult) must be present at the Property at all times while Genesis Energy or its Representative is installing the System or performing work otherwise related to the Installation. Where Genesis Energy or its Representative attends the Property at an arranged time and is not able to gain entry, that failure will constitute a default under these Terms and Genesis Energy may charge you a default fee for that attendance.
- 6.2 Until Genesis Energy notifies you that Installation has been completed, you will follow our instructions about the use of the System and agree in particular to commence use of the System only once instructed to do so by Genesis Energy.
- 6.3 You have the option to request that Genesis Energy assists you in obtaining any regulatory or other consents and/or approvals referred to in clause 2.1(c) at your cost and Genesis Energy in its discretion may assist you in doing that, and you will provide Genesis Energy with any authorisation required in order for it to do so.
- 6.4 Genesis Energy will endeavour to, but does not guarantee that it will, complete the Installation of the System within a reasonable timeframe following your acceptance of the Quote (subject to our ability to gain access to your Property).
- 6.5 Genesis Energy may charge you for any additional costs reasonably incurred, or any losses suffered, as a result of your breach of one or more of the terms set out in clause 7.1 or failure to satisfy the Eligibility Criteria ("**Additional Costs**").
- 6.6 Once the Installation has been completed, Genesis Energy will send you an invoice for the balance of the Purchase Price (which shall include the Additional Costs incurred by Genesis Energy (if any)) ("**Invoice**"). If you are paying by Payment Plan, the Invoice will include an updated schedule of payments including dates for each payment.
- 7. ACCESS TO YOUR PROPERTY**
- 7.1 During the times of work agreed with Genesis Energy and its Representatives for a Site Inspection and Installation, you agree to:
- (a) provide all reasonable and necessary access to the Property and provide all reasonable assistance to Genesis Energy, its Representatives and any other metering company, network company and/or any other third parties necessary to facilitate installation of the System (including



- connection, testing and inspection of the System and/or associated metering);
- (b) ensure that any dog or other animal that may make entry unsafe is secured to enable safe and easy access to the Property;
 - (c) following the Site Inspection, keep your trees and other vegetation trimmed to a safe distance from the area of the roof on which the System will be installed;
 - (d) give Genesis Energy and its Representatives reasonable notice if you want to make any repairs or improvements to the Property following the Site Inspection that would interfere with the Installation (such as a roof repair where the System is to be located);
 - (e) turn off the energy at your Property if required by Genesis Energy or a Representative; and
 - (f) advise Genesis Energy and its Representatives of any health and safety hazards or special safety measures and/or Resource Management Act 1991 requirements or issues relating to the Property that could be relevant to the Representative when they visit the Property. If, as a result of such notice or otherwise, Genesis Energy is of the view that the Site Inspection and/or Installation of the System may give rise to health and safety issues, Genesis Energy may defer or delay the Site Inspection and/or Installation, and it will not be liable to you in relation to any such deferral or delay.
- 7.2 Any Representative requesting access to your premises will carry appropriate identification and present their identification to you on request. If they are unable or unwilling to show you their identification, you should not give them access and should contact Genesis Energy immediately to confirm the reasons for the visit.
- 8. PRICE AND PAYMENT**
- 8.1 You agree to pay the Purchase Price (comprising the Deposit (if any) and the remaining amount payable under the Invoice) to Genesis Energy in accordance with these Terms.
- 8.2 You will pay the Deposit (if any) and the Invoice in accordance with any payment method notified to you by Genesis Energy, and:
- (a) in respect of the Deposit (if any), on acceptance of the Offer in accordance with clause 5.5; and
 - (b) in respect of the Invoice, other than as set out in any Payment Plan, within 14 days of the date of completion of the Installation or any other date specified in the Invoice.
- 8.3 The following provisions will apply to you if you are paying under a Payment Plan:
- (a) you will make the fixed payments on each due date specified in the Payment Plan;
 - (b) you may make a full payment of the outstanding Purchase Price at any time during the term of your Payment Plan;
 - (c) you must make all payments under the Payment Plan in accordance with any payment method notified to you by Genesis Energy in the Payment Plan;
 - (d) you must make full payment of your Genesis Energy electricity or gas bill for the Payment Plan instalment to be paid. Genesis Energy reserves the right to determine the priority of payments and any part payment will be prioritised toward your energy portion of the bill in the first instance and the balance will be applied toward the Payment Plan. Should any part payment not be sufficient to cover both the energy portion and the Payment Plan, the instalment under the Payment Plan will be deemed unpaid;
 - (e) if you cease to be a Genesis Energy electricity customer during the term of your Payment Plan (including, for the avoidance of doubt, before Installation is completed), we may require you to make full payment of the outstanding Purchase Price on demand;
 - (f) you will immediately notify us in writing during the term of the



Payment Plan if you change your address at which time Genesis Energy may require you to make a lump sum payment of the balance of the Purchase Price;

- (g) you will immediately notify us in writing during the term of the Payment Plan if you change your name; and
- (h) you should notify us immediately if you are in financial difficulty and believe you might not be able to meet your obligations under the Payment Plan.

9. WHAT IF YOU DON'T PAY

- 9.1 If you dispute the amount on your Invoice, or any part of it, you must still pay the undisputed portion of the Invoice in full by the due date. If you do not pay the undisputed portion of your invoice, or one or more instalments in a Payment Plan (if applicable), Genesis Energy may charge you fees for costs and losses incurred as a result of that non-payment.
- 9.2 Any costs incurred in collecting overdue money owing to Genesis Energy by you (including bank fees, credit agency fees and legal and court costs) or in exercising Genesis Energy's other legal rights as a result of a breach of these Terms by you, are payable by you.

10. RISK AND TITLE

- 10.1 Title and risk in the System or any part of the System passes to you on delivery to the Property.
- 10.2 This means that you will be responsible for the System on and from the time of delivery.

11. STOPPING OR CANCELLING INSTALLATION

- 11.1 Without limiting clause 2.2, Genesis Energy reserves the right to stop the Installation for any reason including where Genesis Energy considers it uneconomic or unsafe to do so. Genesis Energy may exercise this right at any time.
- 11.2 If:
 - (a) you decide to stop or cancel the Installation as a result of Genesis Energy's breach of these Terms; or
 - (b) Genesis Energy decides to stop or cancel the Installation otherwise than as set out in clause 11.4,

Genesis Energy will refund to you, in full, the Deposit (if any) and any other money received from you in satisfaction of the Purchase Price, and any Payment Plan will be terminated.

- 11.3 In addition to your rights set out in clause 11.2(a), you may decide to stop or cancel the Installation by notifying Genesis Energy at any time up to 24 hours prior to the scheduled delivery of the System to your Property. Provided you notify Genesis Energy of your decision, Genesis Energy will refund to you the Deposit (if any) and any other money received from you in satisfaction of the Purchase Price and any Payment Plan will be terminated.
- 11.4 If Genesis Energy decides to stop or cancel the Installation as a result of your breach of these Terms, Genesis Energy may retain your Deposit (if any), any other money received from you in satisfaction of the Purchase Price and any Payment Plan will be terminated.

12. HOW GENESIS ENERGY WILL USE YOUR INFORMATION

- 12.1 Genesis Energy may ask you to provide it with some personal information which it may use for a number of purposes, including confirming your identity, credit checks, debt collection or any other check or investigation in connection with the Eligibility Criteria.
- 12.2 You agree to authorise Genesis Energy to:
 - (a) contact and/or provide information to third parties in order to confirm your identity;
 - (b) check your credit status with credit reference agencies, and to provide to the agencies information about you for this purpose;
 - (c) request information from other relevant third parties, as required under Genesis Energy's standard eligibility and credit criteria; and
 - (d) contact your energy retailer and/or network company on your behalf to make all necessary arrangements in relation to the Installation of the System and/or the connection of appropriate metering equipment.
- 12.3 In addition, third parties who are legally entitled to collect and disclose personal information about you from any monitoring



- system which forms part of your System may provide such information to Genesis Energy.
- 12.4 Any personal information you give or is lawfully received by Genesis Energy from third parties is strictly confidential and will be kept secure and held in accordance with the Privacy Act 1993. Genesis Energy may use this information for a number of purposes as set out in its privacy policy, a copy of which is available on its website.
- 13. WARRANTY**
- 13.1 The System comprises products manufactured by certain third party manufacturers ("**Third Party Manufacturers**"). Genesis Energy agrees that it will pass on to you the benefit of the warranties given to Genesis Energy by those Third Party Manufacturers ("**Manufacturer Warranties**"), to the extent that Genesis Energy actually recovers any amounts under such Manufacturer Warranties that is applicable to you. Other than paying you any such recovered amount(s), Genesis Energy makes no warranty to you in respect of the System.
- 13.2 The Manufacturer Warranties do not apply in respect of defects caused by normal wear and tear or where the System has been used and/or maintained in any way other than in accordance with the instructions of use provided to you (including any relevant Third Party Manufacturer instructions included in the information pack provided to you following Installation).
- 13.3 To the extent that the Installation is carried out by Representatives who are Genesis Energy's subcontractors ("**Installers**"), Genesis Energy agrees that it will pass on to you the benefit of the warranties given to Genesis Energy by Installers ("**Workmanship Warranties**"), to the extent that Genesis Energy recovers any amounts under such Workmanship Warranties that is applicable to you. Other than paying you any such recovered amount(s), Genesis Energy makes no warranty to you in respect of the installation of the System.
- 13.4 In order to make a claim under the Manufacturer or Workmanship Warranties ("**Claim**"), you will need to notify Genesis Energy of your Claim (and will, if required by Genesis Energy, confirm your Claim in writing, including proof of purchase of the System). You must also provide:
- (a) a reasonable opportunity for Genesis Energy and/or its Representatives to inspect the System and the Property if required by Genesis Energy; and
 - (b) any further information reasonably requested by Genesis Energy and/or its Representatives in relation to your Claim.
- 13.5 Genesis Energy will confirm receipt of any Claim, promptly inspect the System if required at the Property, and review any information accompanying the Claim (and may request further information from you in order to assess the Claim). Following this, in relation to the Manufacturer Warranties and the Workmanship Warranties, Genesis Energy will use reasonable endeavours to seek to recover your Claim from the relevant Third Party Manufacturer(s) or Installer(s). Genesis Energy will then advise you in writing of the outcome of the Claim as soon as possible. To the extent that Genesis Energy recovers any amount, it will then pass on to you such recovered amount (less Genesis Energy's costs of recovery).
- 13.6 If, following an inspection of the System and the Property by a Representative, Genesis Energy determines that your Claim did not arise from a manufacturing fault in the System (in relation to the Manufacturing Warranties) or workmanship upon installation (in relation to the Workmanship Warranties), Genesis Energy reserves the right to charge you a reasonable fee as reimbursement for any costs reasonably incurred by Genesis Energy to third parties in investigating your Claim.
- 13.7 The benefits of the Manufacturing Warranties and the Workmanship Warranties are in addition to other rights and remedies that you may have at law, including any consumer guarantees which may apply under the Consumer Guarantees Act 1993.
- 13.8 Performance of the System is subject to a number of variable factors including, but not limited to, the number of hours of sunlight, cloud cover and weather patterns, the location of the System and the location of surrounding structures and flora. Except to the extent required by law, Genesis Energy



does not guarantee the performance of, and will accept no responsibility in the event that the performance of the System is lower than anticipated.

14. WHAT IS GENESIS ENERGY'S LIABILITY FOR LOSS OR DAMAGE?

14.1 Notwithstanding clause 13 and to the maximum extent permitted by law, Genesis Energy and its Representatives will not be liable to you (in contract, tort (including negligence) or otherwise) for any loss or damage you may suffer unless that loss or damage is direct loss of or damage to your physical property and it occurs due to Genesis Energy's (or its Representative's):

- (a) breach of these Terms; or
- (b) negligence,

and the loss or damage is:

- (c) reasonably foreseeable and is directly caused by Genesis Energy's (or its Representative's) breach or negligence; and
- (d) is not caused by something beyond Genesis Energy's (or its Representative's) control,

but Genesis Energy will not be liable in any circumstance for any other loss or damage, including indirect or consequential losses, loss of profits or similar.

14.2 If Genesis Energy is liable to you, the maximum aggregate amount Genesis Energy and its Representatives will pay as compensation for your loss is the Purchase Price. Genesis Energy may elect (in its sole discretion) to replace the System or any other damaged property or goods, up to the same maximum amount, instead of paying cash. For the avoidance of doubt, if you are on a Payment Plan, you are still required to make outstanding payments on a Payment Plan notwithstanding any claim you make under these Terms.

14.3 Genesis Energy is not required to honour these Terms in circumstances where an event has occurred which is beyond its control and which prevents Genesis Energy from doing the things it would normally do. Genesis Energy will carry on honouring its obligations as soon as it is reasonably practicable to do so.

14.4 An event or cause beyond our control includes, but is not limited to: acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, earthquake, fire, lightning, storm, flood or other similar event, traffic accidents, problems arising because of health and safety hazards at the Property, and other things which Genesis Energy does not have control over.

14.5 Any rights you have under the Consumer Guarantees Act 1993 are not affected by Genesis Energy's limitations of liability.

14.6 Genesis Energy's limitations of liability extend to its Representatives for the purposes of the Contracts (Privity) Act 1982.

15. YOUR LIABILITY

15.1 You agree to indemnify Genesis Energy and its Representatives, in respect of all costs, expenses and losses incurred by, or awarded against, Genesis Energy or its Representatives, in each case arising out of or in connection with any claim, demand, action, suit or proceeding as a result of any breach of these Terms by you. If you are liable to Genesis Energy under these Terms, your liability will be capped at the Purchase Price.

16. HOME AND SOLAR MONITORING

The following provisions will apply to you if your System includes Genesis Home and solar monitoring:

16.1 Your solar monitoring device (Device) forms part of your System and must be installed by a registered electrician in accordance with any instructions provided with the Device or as may be provided by Genesis Energy from time to time.

16.2 You acknowledge that the installation and use of the Device is your sole responsibility and all costs associated with the installation and use of the Device will be met by you, unless otherwise agreed with Genesis Energy.

16.3 You must immediately notify us in writing by emailing solarsales@genesisenergy.co.nz if you move house at which time the Device will be deactivated and the System will no longer include home and solar monitoring. If you are



moving house and have notified us you may, with Genesis Energy's approval:

- a. have the Device removed by a registered electrician; or
- b. if the new owner would like to continue to use the Device for home and solar monitoring, you may leave the Device at its location and advise the new owner to email Genesis Energy at solarsales@genesisenergy.co.nz to arrange this with us.
- c. Genesis Online Service Terms and Conditions apply to the provision of the online service