



ABN: 26 605 073 943
 Ph. 1300 456 926
 Fax. (08) 8340 8582
 52 Days Road, Croydon Park SA 5008
 info@kozco.com.au

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TERMS AND CONDITIONS

1. Definitions

1.1 "Kozco Energy Group" shall mean Kozco Energy Group Pty Ltd trading as Kozco Energy Group, its successors and assigns or any person acting on behalf of and with the authority of Kozco Energy Group Pty Ltd trading as Kozco Energy Group.

1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by Kozco Energy Group to the Customer.

1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Customer on a principal debtor basis.

1.4 "Goods" shall mean all Goods supplied by Kozco Energy Group to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Kozco Energy Group to the Customer.

1.5 "Services" shall mean all Services supplied by Kozco Energy Group to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 "Price" shall mean the Price payable for the Goods as agreed between Kozco Energy Group and the Customer in accordance with clause 4 of this contract.

2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")

2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

3. Acceptance

3.1 Any instructions received by Kozco Energy Group from the Customer for the supply of Goods (including a purchase order) and/or the Customer's acceptance of Goods supplied by Kozco Energy Group shall constitute acceptance of the terms and conditions contained herein. These terms and conditions shall be incorporated into every order of the Customer.

3.2 The Customer acknowledges that these terms and conditions are meant to be read in conjunction with the terms and conditions supplied by a utilities operator or any other organization in relation to the installation of a Small Embedded Generator (SEG) (where an SEG is supplied as part of, or in conjunction with, any works provided under this agreement). Under those terms and conditions the Customer is required (to ensure the SEG remains safe and functional) to regularly have the SEG inspected and maintained as specified in those terms and conditions. Whilst inspection and/or maintenance of the SEG is the Client's sole responsibility to arrange, Kozco Energy Group can provide such services at its usual rates if requested.

3.3 The Customer takes full responsibility for placing the order for the Goods. Once an order for the equipment has been placed and a sales order confirmation has been forwarded to the Customer, any subsequent changes requested by the Customer may incur an administration fee of fifty dollars (\$50) including GST.

3.4 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

3.5 Upon acceptance of these terms and conditions by the Customer, the terms and conditions are binding and can only be amended with the written consent of Kozco Energy Group.

3.6 The Customer shall give Kozco Energy Group not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by Kozco Energy Group as a result of the Customer's failure to comply with this clause.

3.7 Goods are supplied by Kozco Energy Group only on the terms and conditions of trade here in to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

3.8 Kozco Energy Group may at its discretion use or recommend contracted installers to install the Goods. Kozco Energy Group takes care to ensure that these installers are competent, trained and independently insured. Should the Customer need to make any claim in regards to damage, loss, the performance or conduct of such an installer then the Customer agrees to make such claim direct to the installer in the first instance and shall only involve Kozco Energy Group in such a claim if the Customer is unable to resolve the issue with the installer.

3.9 Kozco Energy Group will notify the Customer's electricity distributor/retailer of the installation. The electricity distributor/retailer may then require the replacement of the Customer's existing power meter the cost of which shall be the Customers responsibility and is not included in any pricing specified under this agreement.

3.10 Where the Customer is a tenant (and therefore not the owner of the land and premises where Goods are to be installed) then the Customer warrants that the Customer has obtained the full consent of the owner for Kozco Energy Group to install the Goods on the owners land and premises. The Customer acknowledges and agrees that they shall be personally liable for full payment of the Price for all works provided under this agreement and to indemnify Kozco Energy Group against any claim made by the owner of the premises (howsoever arising) in relation to the installation of the Goods and the provision of any related Services by Kozco Energy Group.

3.11 The Customer agrees that they shall upon request from Kozco Energy Group provide evidence that;

(a) they are the owner of the land and premises upon which the works are to be undertaken; or

(b) where they are a tenant, that they have the consent of the owner for the Goods to be installed on the land and premises upon which the works are to be undertaken.

3.12 Kozco Energy Group reserves the right to substitute comparable components that comprise the Goods, and in all such cases Kozco Energy Group will notify the Customer in advance of any such substitution.

3.13 None of the Kozco Energy Group's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Kozco Energy Group in writing nor is Kozco Energy Group bound by any such unauthorised statements.

4. Price and Payment

4.1 At Kozco Energy Group sole discretion the Price shall be either:

(a) as indicated on invoices provided by Kozco Energy Group to the Customer in respect of Goods supplied; or

(b) Kozco Energy Group quoted Price (subject to clause 4.2) which shall be binding upon Kozco Energy Group provided that the Customer shall accept Kozco Energy Group quotation in writing within seven (7) days.

4.2 Kozco Energy Group reserves the right to change the Price:

(a) in the event of a variation to Kozco Energy Group quotation (including, but not limited to, variations as a result of changes to quantities or the specifications contained in any order), or

(b) where due to changes in taxes and duties (including GST, excise or stamp duties), fluctuation in exchange rates, insurance or freight costs, or increases in the cost to Kozco Energy Group of labour and materials; or

(c) where the value of any Renewable Energy Certificate's/Small Technology Certificate's or any other solar rebate (REC's/STC's) upon which the sale Price is dependant, decreases by more than the original quoted price to Kozco Energy Group. OR

(d) where there is any change to any monies available to the Customer from the Australian Federal Government's Renewable Energy Target Program (RET Program) or any other Commonwealth, State or Local Government rebates or incentives; or

(e) in the event Kozco Energy Group will incur additional costs due to unforeseen circumstances which are only revealed once Kozco Energy Group has commenced installation of the Goods.

4.3 At Kozco Energy Group sole discretion a non-refundable deposit may be required on placement of the order.

4.4 At Kozco Energy Group sole discretion payment shall be due on completion of the Services.

4.5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other documentation supplied by Kozco Energy Group to the Customer. If no time is stated then payment shall be due seven (7) days following the date of the invoice.

4.6 Payment will be made by cash, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and Kozco Energy Group.

4.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery of Goods

5.1 At Kozco Energy Group's sole discretion delivery of the Goods shall take place when:

(a) the Customer takes possession of the Goods at Kozco Energy Group's address; or

(b) the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by Kozco Energy Group or Kozco Energy Group's nominated carrier).

5.2 At Kozco Energy Group's sole discretion the costs of delivery are included in the Price.

5.3 For wholesale Customers, the costs of delivery shall be in addition to the Price.

5.4 Kozco Energy Group may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

5.5 For installation the building completion date will be put back and the building period extended by whatever time is reasonable in the event that Kozco Energy Group claims an extension of time where installation is delayed by an event beyond Kozco Energy Group's reasonable control, including but not limited to:

(a) any failure by the Customer to:

(i) make instruction to Kozco Energy Group; or

(ii) ensure that any works or materials being provided or arranged by the Customer are delivered on time; or

(iii) authorise any variations in a timely manner.

(b) a request by the Customer that the works be delayed; or

(c) Kozco Energy Group does not receive instructions or details in time to undertake the works; or

(d) the delay in receipt of materials from third party suppliers; or

(e) a shortage of suitably qualified installers; or

(f) where the state or nature of the Customer's premises results in unanticipated installation factors or requires additional equipment necessary to install the solar system,

(g) the delay in any local body or authority in giving any approvals required to complete the works; or

(h) any legal action undertaken by neighbours; or

(i) bad weather; or

(j) any Act of God; or

(k) accidents; or

(l) civil unrest; or

(m) a strike or lockout; or

(n) vandalism or theft.

5.6 In the event that completion of the works is delayed under clause 5.5 then Kozco Energy Group shall be entitled to claim any loss or expense incurred by such delay.

5.7 The failure of Kozco Energy Group to deliver shall not entitle either party to treat this contract as repudiated.

5.8 For the sake of clarity any period or date for the delivery of the Goods stated by Kozco Energy Group is intended as an estimate only and shall not be deemed a contractual commitment. Kozco Energy Group will use its best reasonable endeavours to meet any estimated dates for the delivery and installation of product however Kozco Energy Group shall not be liable for any losses or damages whatsoever where Kozco Energy Group fails to deliver or install the Goods (or any of them) promptly or at all, where this is due to circumstances beyond the control of Kozco Energy Group.

6. Risk

6.1 Kozco Energy Group retains ownership of the Goods pertaining to the nominated job, until all monies are paid as per agreement and or contract, nonetheless, all risk and responsibility for the Goods passes to the Customer on delivery.

7. Rebates & Incentives

7.1 The Customer authorises Kozco Energy Group to apply in the Customer's name for any grant, rebate or any other benefit (hereafter referred to as a Rebate) available from the Commonwealth, State Government, or any local government council in relation to the installation of a solar system and to receive payment of that Rebate on the Customer's behalf.

7.2 The Customer agrees to sign any necessary documents, provide any necessary information and take any necessary action Kozco Energy Group may require, to enable Kozco Energy Group to obtain payment of a Rebate.

7.3 If Kozco Energy Group receives payment of a Rebate, Kozco Energy Group will apply that payment in or towards satisfaction of the Price.

7.4 Kozco Energy Group is not responsible for any failure to obtain a Rebate and the Customer shall remain liable to Kozco Energy Group for the whole of the Price and any other amounts due to Kozco Energy Group which are not paid in full.

7.5 The Customer unconditionally assigns all Renewable Energy Certificates (RECs) to which the Customer is entitled in respect of the Goods to Kozco Energy Group unless otherwise negotiated.

7.6 The Customer acknowledges that, in certain circumstances, the Commonwealth Government, State Government or local government council (as applicable) may require repayment of a Rebate by the Customer and in such circumstances Kozco Energy Group will have no liability to the Customer.

8. Customer Acknowledgments

8.1 The Customer acknowledges that while Kozco Energy Group may have provided information to it about the performance of solar electricity systems, the Customer acknowledges that Kozco Energy Group shall not be deemed to have made any warranty or representation, express or implied, in relation to the *Materials* or *Works*, including whether or not they are suitable for a particular purpose (whether such purpose was made known to the Kozco Energy Group or not) unless the same is confirmed in writing.

8.2 The Customer acknowledges that the Goods or Services are bought solely upon the Customer's skill and judgement.

8.3 The Customer acknowledges that the performance of the Goods may be affected by the actions of third parties and environmental conditions including, without limitation, the number of hours of sunlight, cloud cover, weather patterns, the location of the Goods and the location of surrounding structures and flora.

8.4 The Customer acknowledges that some buildings may not have the optimum orientation for the installation of the Goods or components and therefore understands and accepts that the Goods performance may be compromised in such situations. Notwithstanding the former Kozco Energy Group will use its best endeavours to install and position the Goods to maximise orientation and exposure to direct sunlight.

8.5 The Customer acknowledges that they shall not be entitled to withhold any payment due under this contract because of any delay in the connection of, or the supply of electricity to the Goods by an electrical distributor or any other third party.

8.6 The Customer acknowledges that all descriptive specifications, illustrations, drawings, data dimensions, and weights stated in Kozco Energy Group's fact sheets, price lists or advertising material are indicative only and that they have not relied on such information.

9. Installation

9.1 The Customer warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective or unsafe wiring or dangerous access to roofing) that Kozco Energy Group, its employees or contractors reasonably form the opinion that the Customer's premises is not safe for the installation of Goods to proceed then Kozco Energy Group shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 5 above) until Kozco Energy Group is satisfied that it is safe for the installation to proceed. Kozco Energy Group may at its sole discretion agree to bring the premises up to a standard suitable for installation to proceed but all such works undertaken and any additional Goods supplied shall be treated as a variation and be charged for in addition to the Price.

10. Access

10.1 The Customer shall ensure that Kozco Energy Group has clear and free access to the worksite at all times to enable them to undertake the works (including undertaking site inspections, to gain signatures for required documents and for the delivery and installation of the Goods). Kozco Energy Group shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Kozco Energy Group.

11. Title

11.1 Kozco Energy Group and the Customer agree that ownership of the Goods shall not pass until:

- (a) the Customer has paid Kozco Energy Group all amounts owing for the particular Goods; and
- (b) the Customer has met all other obligations due by the Customer to Kozco Energy Group in respect of all contracts between Kozco Energy Group and the Customer.

11.2 Receipt by Kozco Energy Group of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Kozco Energy Group ownership or rights in respect of the Goods shall continue.

11.3 It is further agreed that:

- (a) where practicable the Goods shall be kept separate and identifiable until Kozco Energy Group shall have received payment and all other obligations of the Customer are met; and
- (b) until such time as ownership of the Goods shall pass from Kozco Energy Group to the Customer, Kozco Energy Group may give notice in writing to the Customer to return the Goods or any of them to Kozco Energy Group. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
- (c) Kozco Energy Group shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) if the Customer fails to return the Goods to Kozco Energy Group then Kozco Energy Group or Kozco Energy Group's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods; and
- (e) the Customer is only a Bailee of the Goods and until such time as Kozco Energy Group has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to Kozco Energy Group for the Goods, on trust for Kozco Energy Group; and
- (f) the Customer shall not deal with the money of Kozco Energy Group in any way which may be adverse to Kozco Energy Group; and
- (g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of Kozco Energy Group; and
- (h) Kozco Energy Group can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
- (i) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that Kozco Energy Group will be the owner of the end products.

12. Defects

12.1 The Customer shall inspect the Goods on delivery and shall immediately (within 24hours) notify Kozco Energy Group of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall allow Kozco Energy Group an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Kozco Energy Group has agreed in writing that the Customer is entitled to reject, Kozco Energy Group's liability is limited to either (at Kozco Energy Group's discretion) replacing the Goods or repairing the Goods except where the Customer has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Commonwealth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

12.2 Goods will not be accepted for return other than in accordance with 12.1 above.

13. Warranty

13.1 Except as specified in clauses 13.2 & 13.3 (or where otherwise required by statute) the conditions applicable to any warranty offered by Kozco Energy Group in relation to Goods or Services supplied by Kozco Energy Group shall be as specified in any documentation detailing such warranty that is supplied by Kozco Energy Group to the Customer. Where Kozco Energy Group agrees that it has any liability to a Customer under such warranties Kozco Energy Group's liability shall:

- (a) in the case of Goods, be limited to either replacing the Goods, repairing the Goods or paying for the cost of replacing or repairing the Goods; and
- (b) in the case of Services, be limited to either re-supplying the Services, having the Services re-supplied, or paying for the cost of having the Services re-supplied.

13.2 General conditions applicable to any warranties given under clause 13.1 are:

- (a) the warranties shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) improper fitting or installation of the Goods by the Customer or any other third party; or
 - (ii) failure on the part of the Customer to properly maintain any Goods; or
 - (iii) failure on the part of the Customer to follow any instructions or guidelines provided by Kozco Energy Group; or
 - (iv) any use of any Goods otherwise than for any application specified on a quote or order form; or
 - (v) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (vi) fair wear and tear, any accident or act of God.
- (b) the warranty shall cease and Kozco Energy Group shall thereafter in no circumstances be liable under the terms of the warranty if any Goods or workmanship is repaired, altered or overhauled by any third party without Kozco Energy Group's consent.
- (c) in respect of all claims Kozco Energy Group shall not be liable to compensate the Customer for any delay in either replacing Goods or remedying the workmanship or in properly assessing the Customer's claim.

13.3 For Goods not manufactured by Kozco Energy Group, the warranty shall be the current warranty provided by the manufacturer of the Goods. Kozco Energy Group shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

14. Intellectual Property

14.1 The Customer warrants that all designs or instructions provided to Kozco Energy Group will not cause Kozco Energy Group to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Kozco Energy Group against any action taken by a third party against Kozco Energy Group in respect of any such infringement.

14.2 The Customer agrees that Kozco Energy Group may use any documents, designs, drawings or Goods created by Kozco Energy Group for the purposes of advertising, marketing, or entry into any competition.

14.3 The purchase of Goods (which shall include any documentation supplied along with the Goods) shall not confer on the Customer any licence or right under copyright, patent, design or trademark, or any other intellectual property right which is the property of Kozco Energy Group in relation to those Goods and the Customer agrees not to infringe upon such rights or challenge their validity.

14.4 All design details, specifications, drawings, plans, or technical data provided to the Customer by Kozco Energy Group remain Kozco Energy Group's copyright and are to be kept confidential by the Customer. The Customer further agrees that they shall not communicate nor make or supply any copies of any such information to any third party except with the express consent of Kozco Energy Group in writing.

14.5 The Customer agrees that they shall indemnify and keep indemnified Kozco Energy Group against any loss or damage incurred by Kozco Energy Group in the event that the Customer breaches any of the provisions contained in clauses 14.3 & 14.4.

15. Default and Consequences of Default

15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Kozco Energy Group's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

15.2 In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by Kozco Energy Group.

15.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Kozco Energy Group from and against all costs and disbursements incurred by Kozco Energy Group in pursuing the debt including legal costs on a solicitor and own client basis and Kozco Energy Group's collection agency costs.

15.4 Without prejudice to any other remedies Kozco Energy Group may have, if at any time the Customer is in breach of any obligation (including those relating to payment) Kozco Energy Group may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. Kozco Energy Group will not be liable to the Customer for any loss or damage the Customer suffers because Kozco Energy Group has exercised its rights under this clause.

15.5 If any account remains overdue after fourteen (14) days then an amount of ten (10) dollars shall be charged weekly for administration fees which sum shall become immediately due and payable.

15.6 Without prejudice to Kozco Energy Group's other remedies at law Kozco Energy Group shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Kozco Energy Group shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to Kozco Energy Group becomes overdue, or in Kozco Energy Group's opinion the Customer will be unable to meet its payments as they fall due; or

(b) the Customer doesn't provide the evidence required under clause 3.11; or

(c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

16. Security and Charge

16.1 Despite anything to the contrary contained herein or any other rights which Kozco Energy Group may have howsoever:

(a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or discharge all of their joint and/or several interest in the said land, realty or any other asset to Kozco Energy Group or Kozco Energy Group's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that Kozco Energy Group (or Kozco Energy Group's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.

(b) should Kozco Energy Group elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify Kozco Energy Group from and against all Kozco Energy Group's costs and disbursements including legal costs on a solicitor and own client basis.

(c) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Kozco Energy Group or Kozco Energy Group's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 16.1.

(d) Any systems which require services from network providers, energy retailer or any authority for solar system assessment, engineering, study or approval must be paid by customer upfront and are not refundable if system is not approved for installation.

17. Compliance with Laws

17.1 The Customer and Kozco Energy Group shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.

17.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals (including local Government approvals) that may be required for the works.

17.3 The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

18. Cancellation

18.1 Kozco Energy Group may at its discretion cancel any contract to which these terms and conditions apply in the event that the value of any REC's upon which the sale Price is dependant decreases at any time, or there is any change to any monies available to either Kozco Energy Group or the Customer through a RET Program, or at any other time cancel delivery of the Goods before the Goods are due to be delivered by giving written notice to the Customer. On giving such notice Kozco Energy Group shall repay to the Customer any sums paid in respect of the Price, less costs for any pre delivery work carried out for the client. Kozco Energy Group shall not be liable for any loss or damage whatsoever arising from such cancellation.

18.2 In the event that the Customer cancels the delivery of Goods the Customer shall be liable for any costs, charges, or other expenses incurred by Kozco Energy Group in preparing for and fulfilling the order up to the date of cancellation (or as a direct result of the cancellation), including an amount equal to fifty (50%) percent of the net profits to Kozco Energy Group had the order not been so cancelled.

18.3 Cancellation of orders for Goods made to the Customer's specifications or non-stock-list items (particularly Goods imported from overseas) will definitely not be accepted, once production has commenced or an order has been placed.

19. Privacy Act 1988

19.1 The Customer and/or the Guarantor/s (herein referred to as the Customer) agree for Kozco Energy Group to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by Kozco Energy Group.

19.2 The Customer agrees that Kozco Energy Group may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

(a) to assess an application by the Customer; and/or

(b) to notify other credit providers of a default by the Customer; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or

(d) to assess the creditworthiness of the Customer.

The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

19.3 The Customer consents to Kozco Energy Group being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).

19.4 The Customer agrees that personal credit information provided may be used and retained by Kozco Energy Group for the following purposes (and for other purposes as shall be agreed between the Customer and Kozco Energy Group or required by law from time to time):

(a) the provision of Goods; and/or

(b) the marketing of Goods by Kozco Energy Group, its agents or distributors; and/or

(c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or

- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

19.5 Kozco Energy Group may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

19.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
- (c) advice that Kozco Energy Group is a current credit provider to the Customer;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of Kozco Energy Group, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customers credit obligations);
- (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Customer by Kozco Energy Group has been paid or otherwise discharged.

20. General

20.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

20.2 terms and conditions and any contract to which they apply shall be governed by the laws of South Australia and are subject to the jurisdiction of the courts of South Australia.

20.3 Kozco Energy Group shall be under no liability whatsoever to the Customer for any personal injury, indirect or consequential loss and/or expense (including loss of profit, costs of business interruption, loss of opportunities, or any like claim) suffered by the Customer, arising either out of a breach by Kozco Energy Group of this contract, or through the use of, or supply to, the Customer of the Goods, or through the failure of the Goods to operate for any reason which is beyond the reasonable control of Kozco Energy Group.

20.4 In the event of any breach of this contract by Kozco Energy Group the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

20.5 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Kozco Energy Group nor to withhold payment of any invoice because part of that invoice is in dispute.

20.6 Kozco Energy Group may license or sub-contract all or any part of its rights and obligations without the Customer's consent. The Customer agrees and understands that they have no authority to give any instruction to any of Kozco Energy Group's sub-contractors without the authority of Kozco Energy Group.

20.7 The Customer agrees that Kozco Energy Group may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Kozco Energy Group notifies the Customer of such change unless the Customer notifies Kozco Energy Group otherwise within ten (10) working days of such notification.

20.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

20.9 The failure by Kozco Energy Group to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Kozco Energy Group's right to subsequently enforce that provision.

