Guide to SolarZero

For New Home Buyers & Real Estate Agents

SolarZero



SolarZero – We do solar differently

Our 15,000 customers continue to enjoy their Energy Service Agreement. This groundbreaking subscription service will deliver cheaper, cleaner energy from your own roof. This innovative subscription connects homes to clean energy while providing predictability, energy security, and peace of mind with our industry-leading service and performance guarantees.

Zero hardware of finance costs

- Zero cost for solar panels, battery or associated equipment at installation
- Zero repair or product replacement costs for 20/25 years*
- Zero consumer finance cost

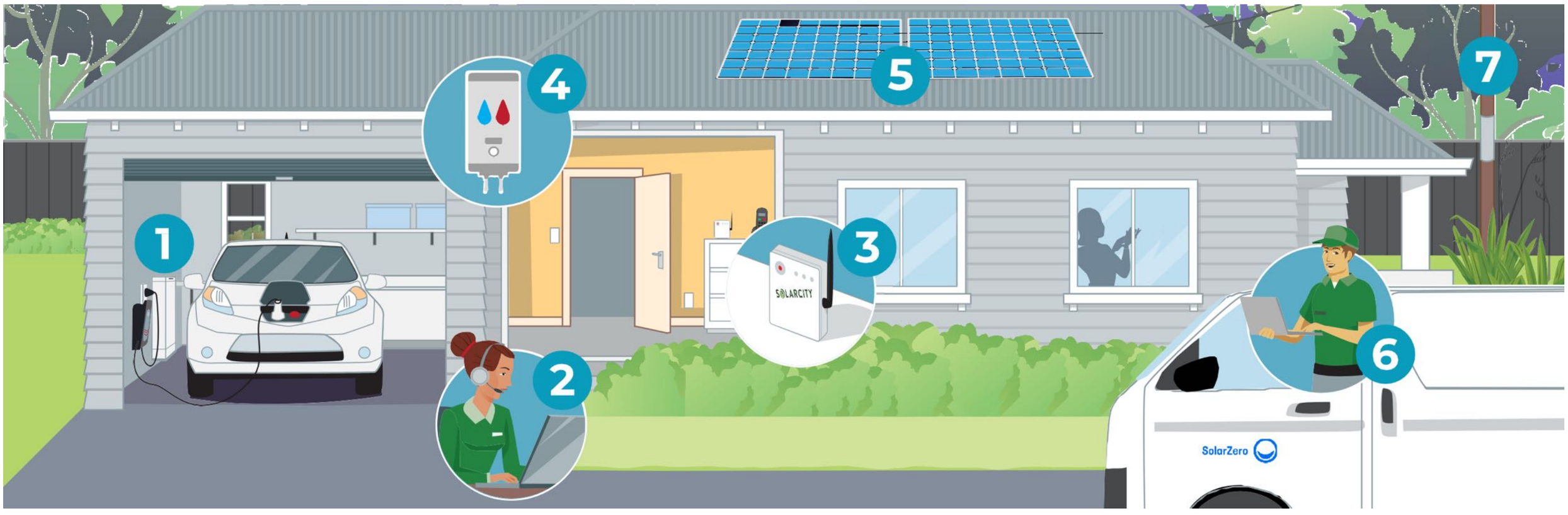
Zero emissions

- 100% renewable solar energy
- Even better if you are an Ecotricity customer your remaining energy needs are met with Climate Positive Toitu Certified Energy. The gold standard in carbon reduction and measurement. This certification pushes beyond carbon zero to actively reduce the carbon in the atmosphere

Zero worries

- 20/25 year service and performance guarantees *
- Greater control; over energy costs
- Emergency backup power*
- 24/7 performance monitoring

SolarZero



How our SolarZero energy service works

Our system will deliver cheaper, cleaner, smarter energy straight from the SolarZero panels to your home and smart battery. This is your key to a more energy efficient home.

The image above outlines how the SolarZero system works, what equipment comes with it and how to get the most out of it

1. The SolarZero smart battery helps you store and manage your household's energy. It also provides backup power during a power cut, so you won't be left in the dark.

2.You have access to a dedicated SolarZero support team who work with you to answer any questions, provide technical support and help reduce your overall energy costs. They'll also supply you with regular updates to maximise your solar energy use.

3.Our SolarZero monitoring (which you can log in to on your smartphone, tablet or computer) allows you to remotely monitor your home's energy use and solar energy generation. Plus, we also monitor the system for you to make sure everything is operating as it should.

4.As part of the SolarZero system installation we wire your hot water cylinder, so that in the future you'll have the option to have it switched on or off with our SolarZero monitoring. The monitoring service will control the schedule so it operates at the optimum hours that best suit your usage.

5.SolarZero owns and manages the SolarZero system, and are responsible for the installation of the solar panels to your roof, the smart battery, and technology to run the system. That means there's no upfront costs to you for the technology or the system hardware.

6.As promised, we'll manage the system for you for 20/25 years at no additional cost. This includes repairs and necessary upgrades.

7. SolarZero gives you members only access to grid power with a price protection rate for any excess grid energy (plus lines and network charges and GST).

SolarZero



Here’s what our SolarZero smart battery will do

As well as storing excess energy generated from solar panels, it will also charge up during the night or when electricity is cheap.

When the sun is shining, it will charge up from any excess solar you produce during the day, and top up from the grid if required in the afternoon ready for the evening peak.

It will discharge to you on demand during the evening peak, again minimising the electricity you need to buy during that peak period.

Note: SolarZero will take care of the scheduling of your smart battery. We have taken into account pricing and use at different times of the day to devise a schedule which maximises the savings our smart battery makes for you.

During a power cut.

If there is a grid power outage, you might notice all of the power to your home go out. A second later, any circuits connected to your smart battery will come back on (provided there is charge remaining in the smart battery). We ensure that there is 10% charge in the battery as standard.

If your smart battery has charge remaining, these circuits will remain live until there is no charge remaining. You can check the state of charge through the SolarZero monitoring. During the day, the solar panels will be able to charge your smart battery.

It is wise to switch off anything you don’t absolutely need on at this point in order to maximise the time remaining for things you do need.

In a powercut, if you try to draw too much power, anything that draws over 3kW at once, will cause the smart battery to shut off.

If this happens you should switch off these devices and wait for the smart battery to switch back on. A great tip is to make sure your kettle and toaster are turned off during a power cut.



Key SolarZero benefits - at a glance

The SolarZero energy services fee is fixed for 20/25 years, except for changes in GST

On average our customers save $230 in their first year with SolarZero, and up to $17,000 over the 20/25 year period

SolarZero customers get access to price protected rates for any additional energy that they purchase

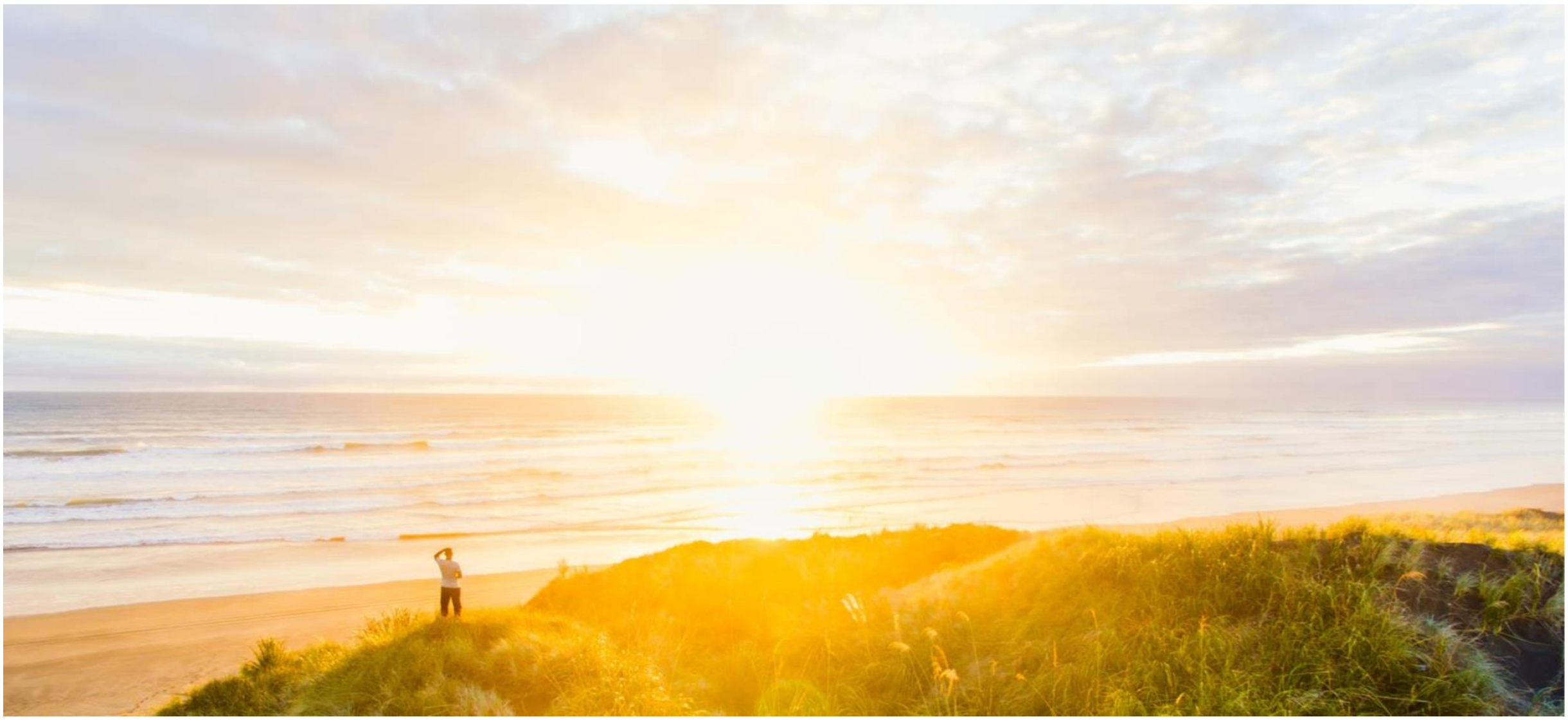
The new homeowner will receive access to SolarZero monitoring so they are able to see how the service is performing in their home – how much energy is being generated, stored or purchased from the grid

Included in the SolarZero energy service is a replacement smart battery at around year 10

When there is a power cut customers will still have access to back up energy to keep the lights going

Power prices have increased by over 112% over the last 20 years. The SolarZero energy service is fixed for the next 20/25 years

SolarZero



FAQs

What are the advantages of having a SolarZero energy service transferred to me?

You are essentially taking over a SolarZero energy services contract at a rate that was locked in when the existing homeowner signed up. Imagine if you had locked in the price of power that many years ago. You will now be powering your home with cheaper, cleaner, smarter energy that is supported by industry leading guarantees, to help you save on your annual power bills.

If I buy a house with SolarZero already installed, how long does my contract last?

Our team will tell you how many years are left on the SolarZero energy services contract - it will be the years left on the contract from when the original homeowner signed up.

How long does the whole process usually take?

The process currently takes between 1-3 months. This includes taking the new homeowner through the SolarZero energy service in detail.

SOLARZERO

Proposal for David Hoare

Prepared by: Barathwaj Rameshbabu David Hoare
0800 11 66 55 1 The Stables, Woodend
Barathwaj.Rameshbabu@solarzero.co.nz

Valid until: 24th July 2021



Kia ora David,

We have conducted a detailed review of your home and an analysis of your home's energy use. We have created this proposal to show you how solarZero will benefit your home.

solarZero is NZ's leading solar energy services company. Over the past 35 years we have installed more solar systems on homes and businesses than any other company in New Zealand. We were the first solar company in the world to achieve Toitū carbonzero certification which ensures that all our installations are carbon-neutral.

Our climate is changing, and at solarZero we know there is a better way. With over 5,000 Kiwis powering their homes with cleaner, cheaper, smarter energy there has never been a better time to join our GridforGood™.

Read on to learn a little more about energy generation and distribution in New Zealand, and how solarZero can make a positive change.

Ngā mihi,
Barathwaj Rameshbabu

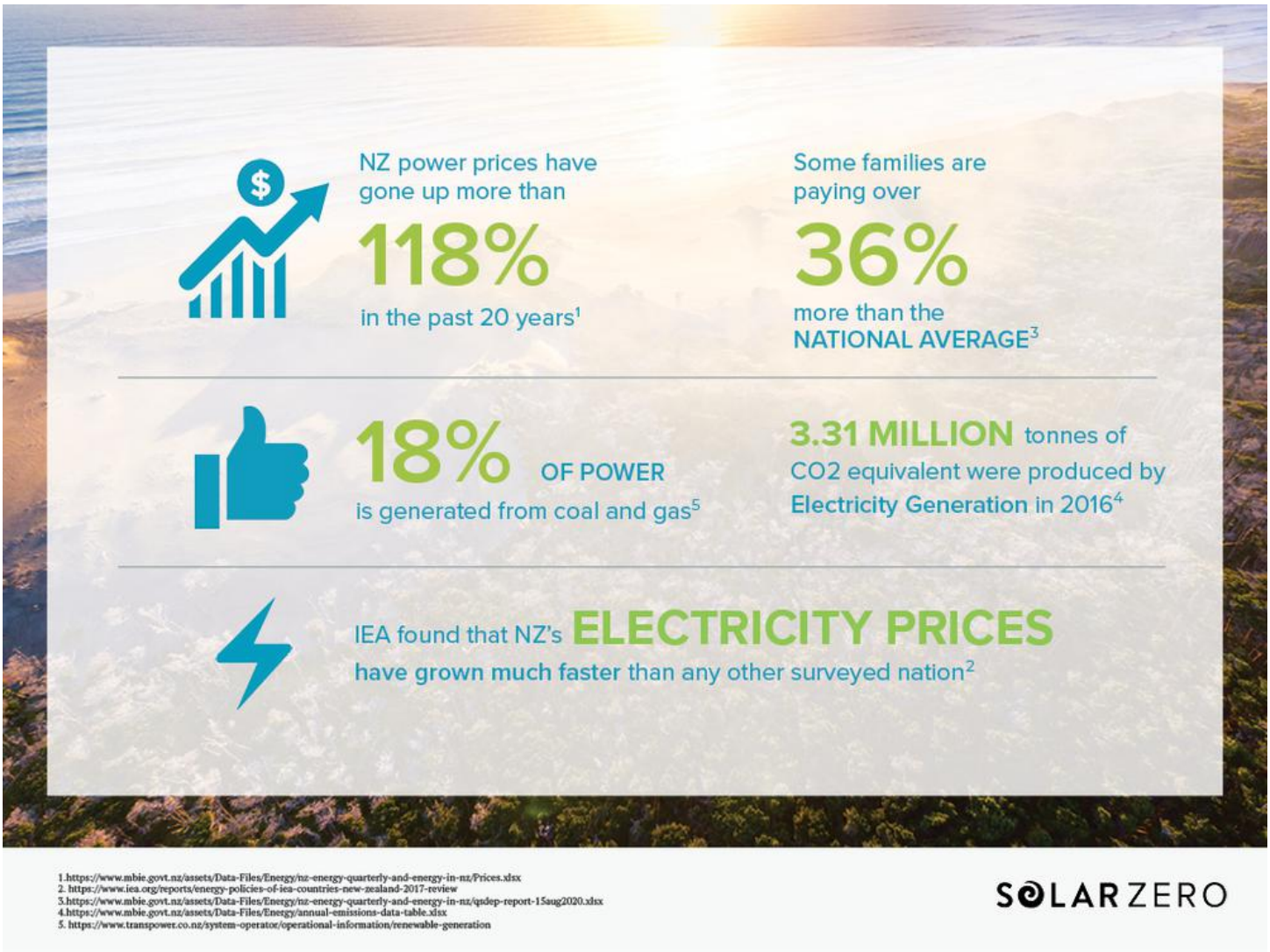


solarZero provides cleaner energy

In New Zealand, power companies will continue to increase prices as they are forced to phase out their fossil fuel power stations. A key example of this is the coal-burning Huntly Power station owned by Genesis. It's the country's largest producer of greenhouse gas emissions from energy generation, yet provides less than 30% of our power.

What's more, in 2017 there were over 170 power outages in NZ that affected more than 490,000 people.

In contrast, solar energy produces no pollution, and with a smart battery installed for backup power, you're saved from power outages as well.



solarZero provides cheaper energy

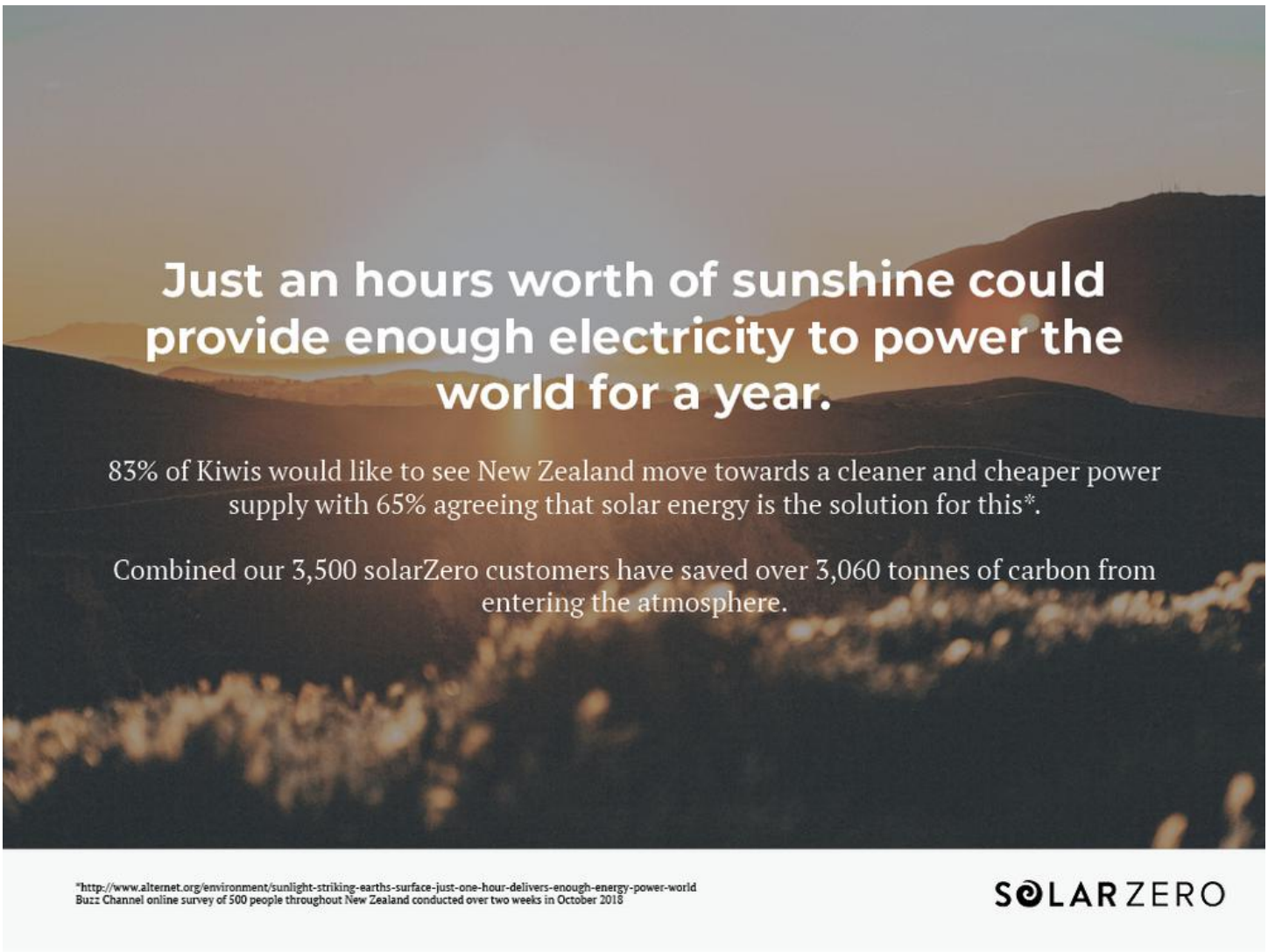
New Zealand has the fastest increasing residential power prices in the 29 countries surveyed by the International Energy Agency with almost three out of every 10 Kiwi households facing energy hardship.

Accessing power straight from the source (like your roof) makes more sense than paying for it indirectly from a distant fossil-fueled power plant.
Solar power is also more cost-effective than conventional energy. According to the World Economic Forum (WEF), installing new solar panels is cheaper than a comparable investment in coal, natural gas or other fossil fuel options.

So, let's do the maths:

- Residential energy rates are, on average, approximately 19.4 cents per kilowatt-hour in NZ. The average residential household used 7140 kWh per year and the average annual electricity bill was $2,070.
- Over the past 20 years, electricity costs have increased by 118% and the price you pay for power is different depending on where you live. Some families pay 35% more for power than the average even though they might live right next to a power station.
- solarZero can help protect you against these fluctuations and increases.

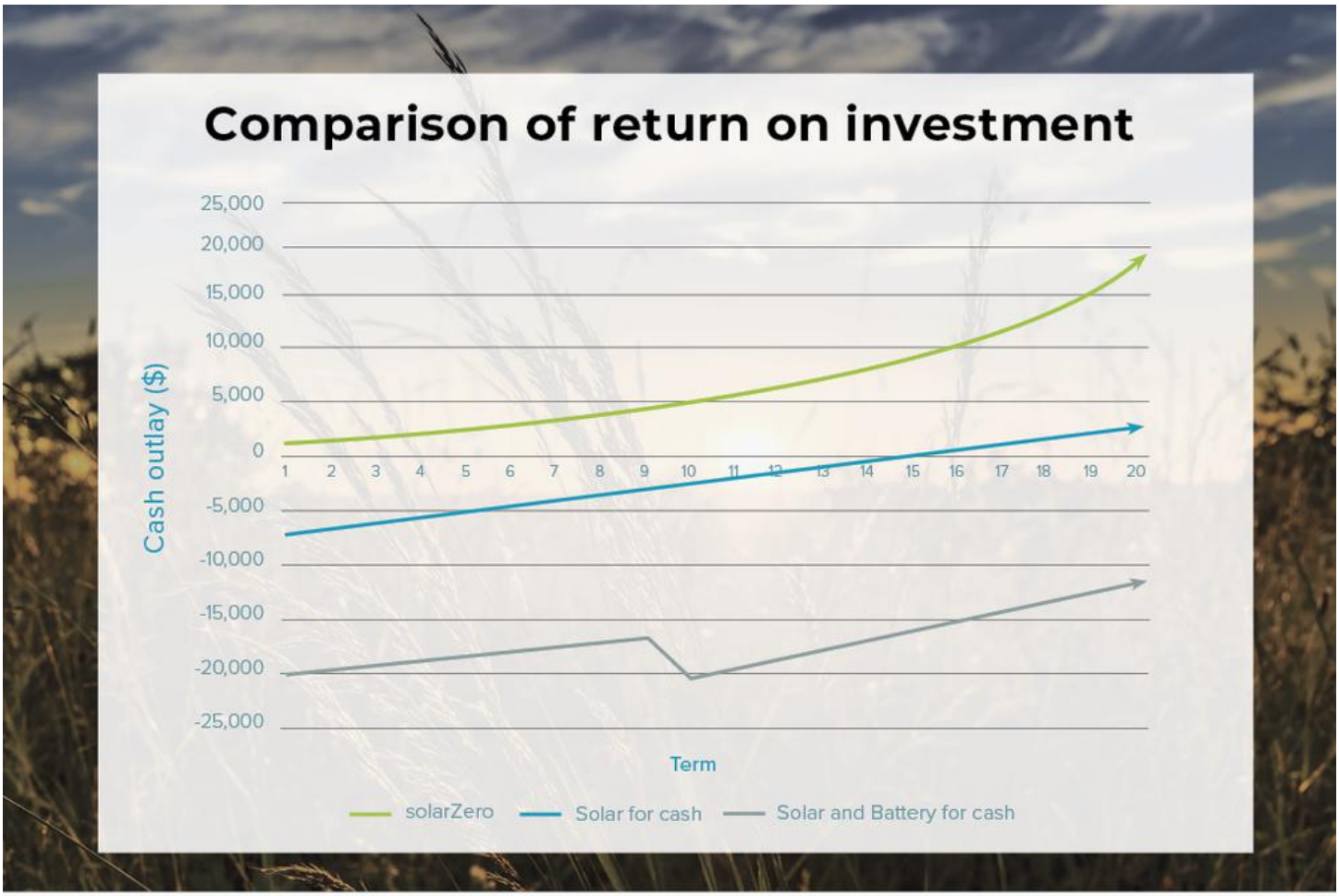
And, if you go solar using our solarZero energy service you are guaranteed to save in year one and across the lifetime of the service.



solarZero is the solution to providing you with cheaper, cleaner, smarter energy

You may have heard that just one hour's worth of sunshine could provide enough electricity to power the world for a year. The answer to powering kiwi homes is to use the sun that generates energy through solarZero solar panels and stores backup energy in our smart battery to create less reliance on the grid.

solarZero is a new way for kiwi households to power their homes with cheaper, cleaner, smarter energy that can be installed for $0 upfront. This means they don't need to worry about the traditionally large upfront costs of purchasing solar panels, which can be over $25k.

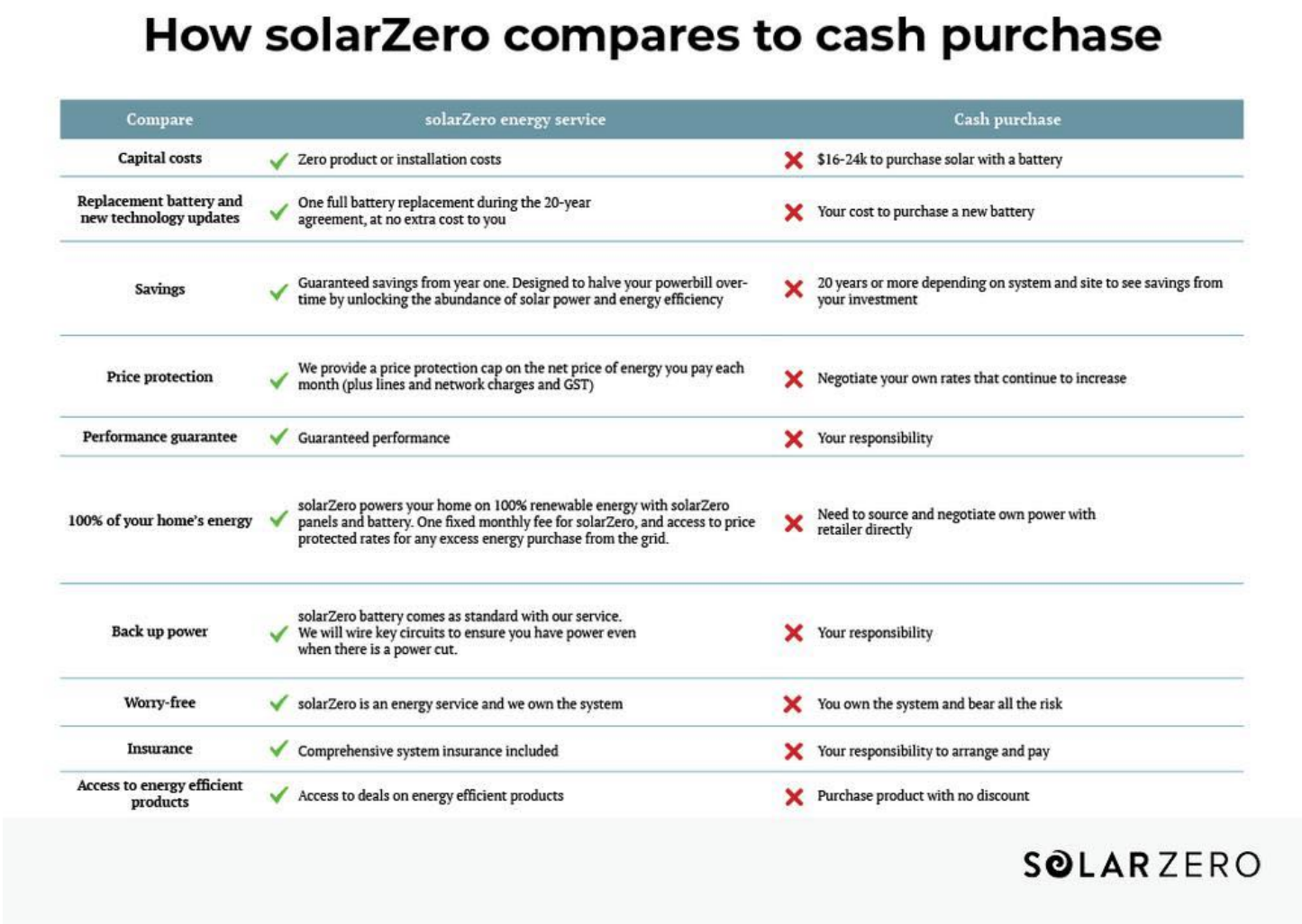


Return on investment of solarZero vs purchasing a cash system

Prior to rolling out our solarZero energy service, we conducted some market research that showed that 85% of homeowners loved the idea of solar.

But they certainly didn’t like the upfront costs, or, the time it took to recoup the return on their investment.

As this graph shows the return on investment on buying a solar system takes much longer than the savings you can make with our solarZero energy service. Each line on the graph represents your projected return on investment with different solar options. It is difficult to break even within the lifespan of the hardware if you purchase solar outright.



How solarZero compares to cash purchase

Compare	solarZero energy service	Cash purchase
Capital costs	✓ Zero product or installation costs	✗ $16-24k to purchase solar with a battery
Replacement battery and new technology updates	✓ One full battery replacement during the 20-year agreement, at no extra cost to you	✗ Your cost to purchase a new battery
Savings	✓ Guaranteed savings from year one. Designed to halve your powerbill over-time by unlocking the abundance of solar power and energy efficiency	✗ 20 years or more depending on system and site to see savings from your investment
Price protection	✓ We provide a price protection cap on the net price of energy you pay each month (plus lines and network charges and GST)	✗ Negotiate your own rates that continue to increase
Performance guarantee	✓ Guaranteed performance	✗ Your responsibility
100% of your home's energy	✓ solarZero powers your home on 100% renewable energy with solarZero panels and battery. One fixed monthly fee for solarZero, and access to price protected rates for any excess energy purchase from the grid.	✗ Need to source and negotiate own power with retailer directly
Back up power	✓ solarZero battery comes as standard with our service. We will wire key circuits to ensure you have power even when there is a power cut.	✗ Your responsibility
Worry-free	✓ solarZero is an energy service and we own the system	✗ You own the system and bear all the risk
Insurance	✓ Comprehensive system insurance included	✗ Your responsibility to arrange and pay
Access to energy efficient products	✓ Access to deals on energy efficient products	✗ Purchase product with no discount

SOLARZERO

Obviously, you could choose to buy a solar and battery system – just as you could choose to buy lots of films or music rather than using Netflix or Apple's iTunes. Although buying a solar system is great environmentally, like us the government's Energy Efficiency Agency does not believe it makes financial sense.

solarZero delivers up to 2/3rds of your home's energy from solar power which we deliver as a service without requiring any capital investment from you. There are three key reasons why one in two Kiwis go solar with us.

1. Peace of Mind Free from capital investment, you can secure long term predictability and peace of mind. Your maximum energy costs are fixed, you have backup power which covers you when there is an outage rolled into low, predictable monthly rates that protect you from rising energy costs.

2. Worry-Free Performance with Service and Savings Guarantees Feel secure with our industry-leading service and savings guarantees. With solarZero, you get more than just home solar—you get worry-free energy with maintenance, monitoring, insurance, and peace of mind for 20 years. Once you make the switch to solar, we install the panels, maintain your system, and provide daily system monitoring.

3. Expert Guidance The solarZero system is custom designed to fulfil the needs of your home and lifestyle. We take care of any paperwork, permits, and handle all aspects of your battery and solar panel installation.;

What's more, in 2017 there were over 170 power outages in NZ that affected more than 490,000 people.

In contrast, solar energy produces no pollution, and with a smart battery installed for backup power, you're saved from power outages as well.



solarZero partners

We have been in business for over 35 years now, and work with a number of New Zealand's most trusted organisations. Like us, they believe that solarZero is the solution.

Features and benefits of the solarZero service

Benefit of the solarZero Service	Features you'll enjoy as part of the GridforGood™
Guaranteed savings	• Guaranteed to save from year one, designed to halve your bill by unlocking the abundance of solar power and energy efficiency.
$0 upfront costs. 0 emissions. 0 worries.	• solarZero is installed with $0 upfront costs.
solarZero fixed monthly fee	• Unlike your electricity bill our low fixed monthly fee and grid energy rates will never increase. We will provide a price protection cap on the net price of energy you pay each month (plus applicable lines or network charges and GST).
Reliable energy	• The solarZero smart battery intelligently manages and stores your household energy, even when the sun isn't shining. • Back-up power means you'll never be left in the dark during a power cut.
Monitoring	• Maximise your solar energy use through a web based monitoring platform.
EV Integration	• So you can charge your EV at the lowest cost. • Access to grid power when needed with no margin added for additional savings. • Rewards and benefits including access to deals on energy efficient appliances at the mysolarZero store.

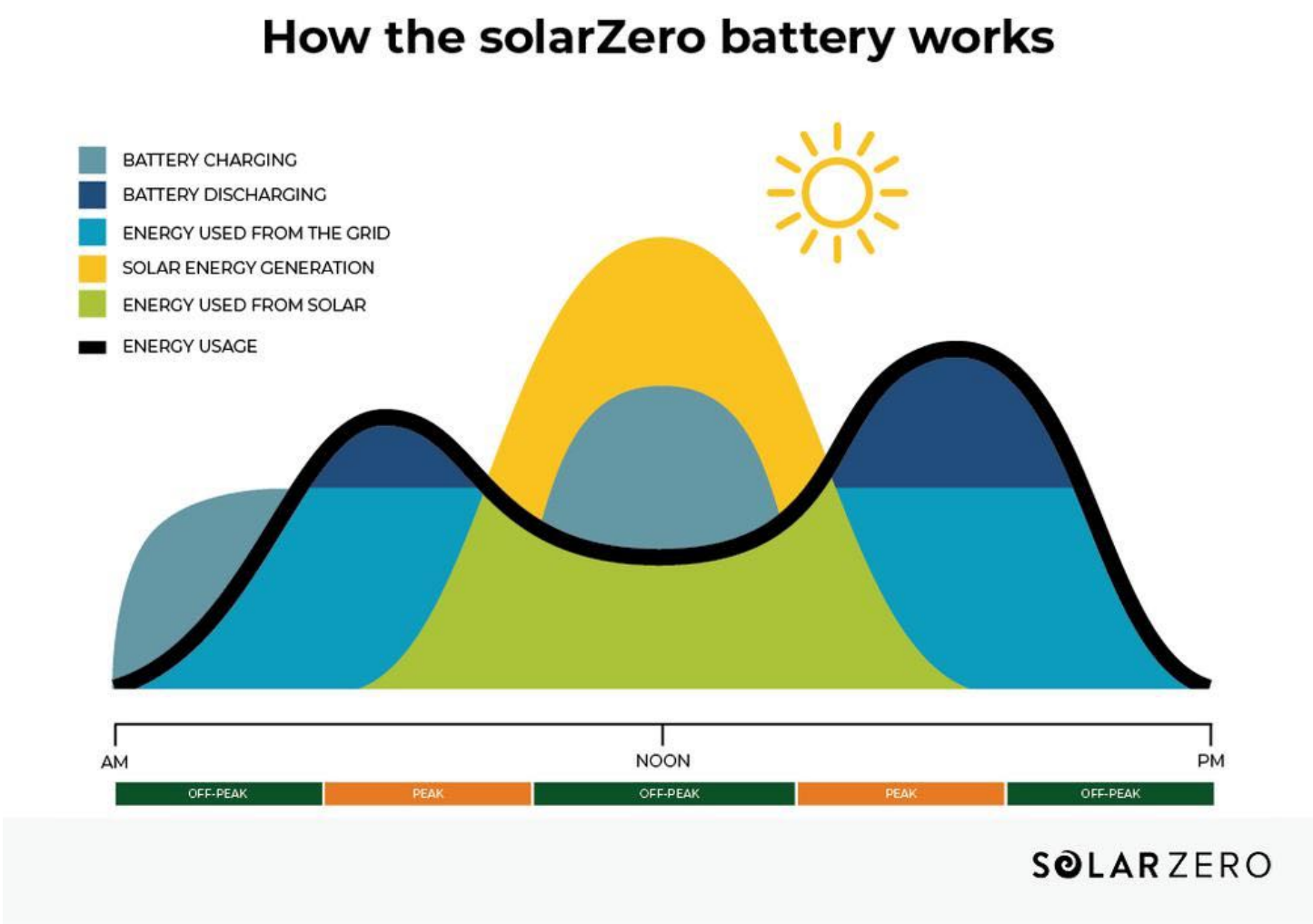


SOLARZERO

Features and benefits of the solarZero energy service

From a world-first, custom-made smart battery, to a web-based monitoring platform, the technology behind solarZero is groundbreaking.

During the day the solar system on your roof provides your family with clean electricity to power your home. In the evening and at night your energy comes from the smart battery. This enables your family to cover up to 2/3rds of your annual energy consumption with self-generated solar power. If self-generation is not enough, your home gets any additional power it needs by purchasing 100% renewable energy from our partner Ecotricity at a net price-protected rate (plus lines, network charges and GST).



Our solarZero service is designed to maximise the use of the energy generated locally from your roof in your home. Here's how:

1. The solarZero battery is charged from the grid in the early morning during off-peak periods when power can cost as little as 2c/Kwh.

2. This stored energy is used to reduce the amount of grid electricity you would otherwise need to purchase during the morning peak period.

3. Power generation from solar energy begins to offset the grid electricity normally required to purchase from early to mid-morning and throughout the rest of the day.

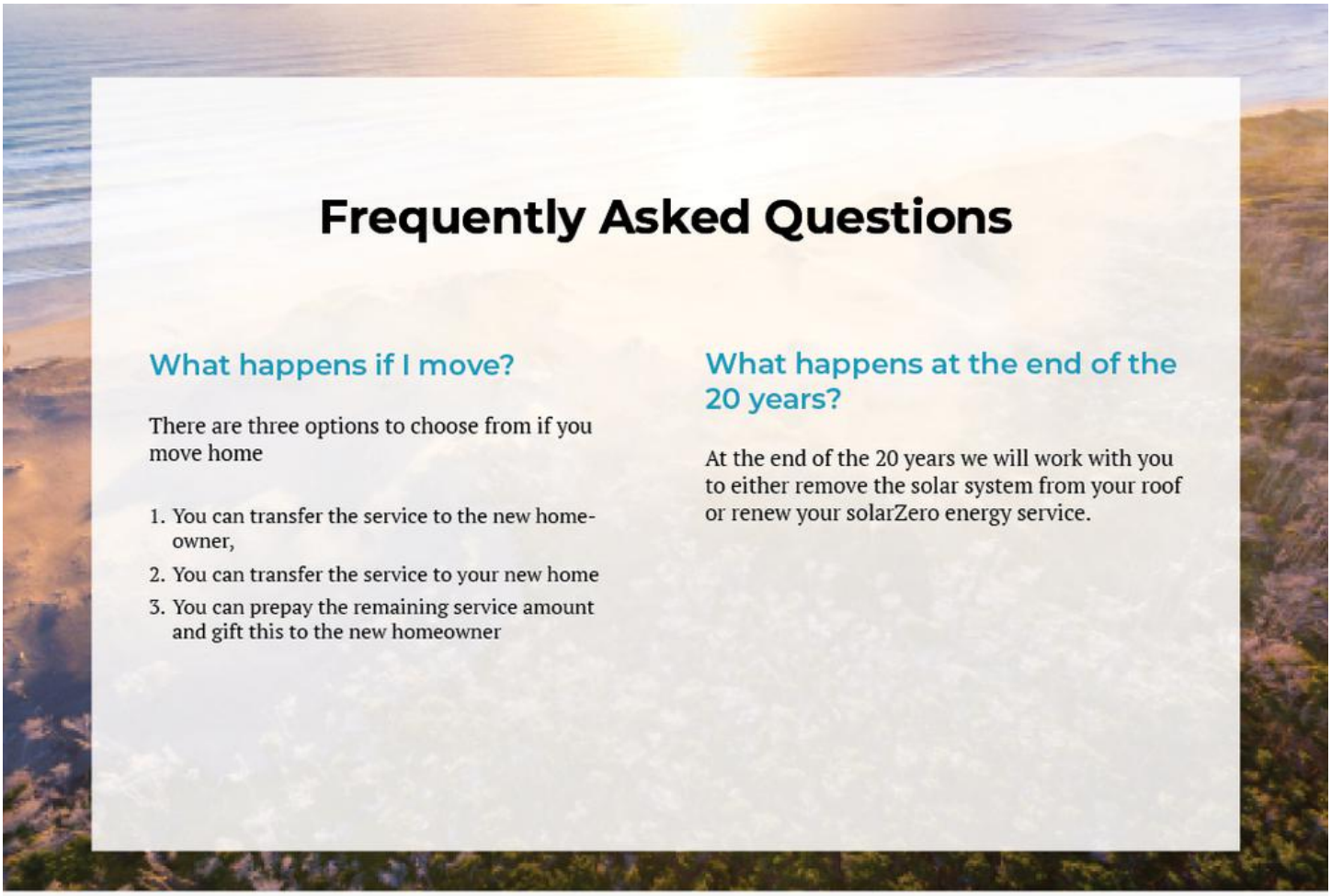
4. The grid is accessed to purchase any energy needed to top up the energy stored in the solarZero battery in the late afternoon if needed to ensure that it is fully charged before the evening peak.

5. The solarZero battery offsets as much grid electricity as possible during the evening peak when energy costs are high by using stored solar and grid electricity.

In addition, solarZero enables kiwis to perform some of the tasks of a power station. When connected the battery in your home forms part of a network - connecting with other batteries to make one of the worlds largest virtual power stations. Together they connect to our national grid, where they help provide stability.

As a member of one of the worlds largest energy communities, there are two credits that you will see on your solarZero energy services agreement - an Eco Bonus and a Grid Energy Credit.

The $75 Eco Bonus reflects the value of the battery to support New Zealand's energy infrastructure and a $45 Grid Energy Credit is in recognition of the support you provide to our community.



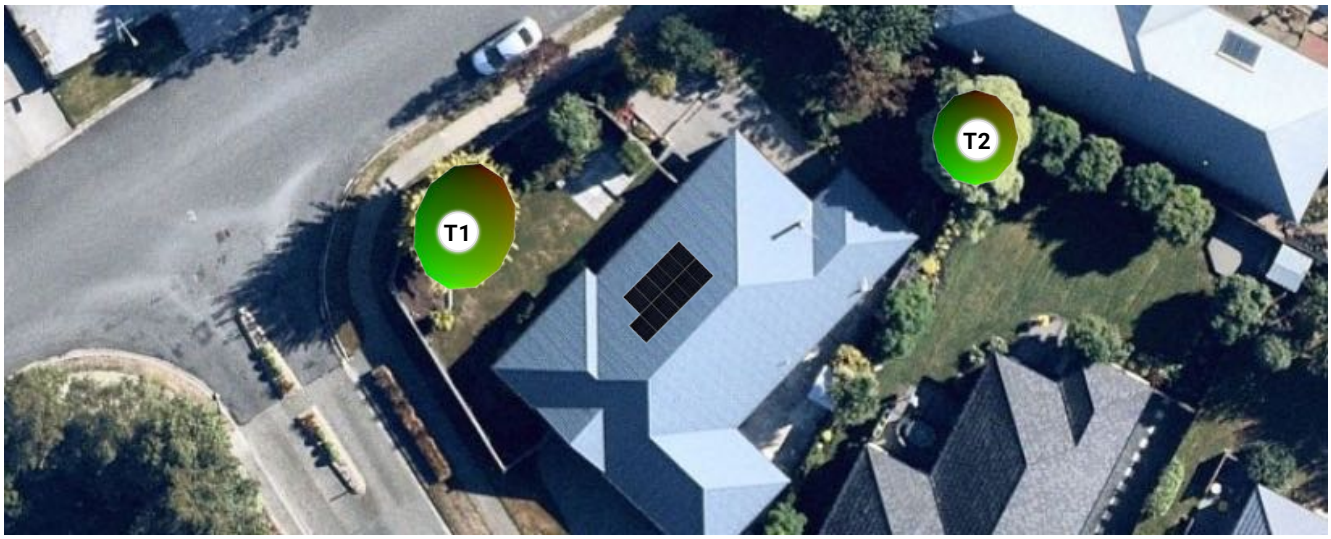
On average Kiwis move home every 10 years. With this in mind, we've made sure that you have options if you decide to sell your home.

We have a dedicated moving-home team who will work with you and help you transfer the solarZero system to the new homeowners, or help move it to your new home if that's what you decide.

And, the end of the 20-year service agreement doesn't need to mean the end of your relationship with solarZero. You can either extend the service agreement with the system you already have installed, or organise for a new system to replace it so you can continue to power your home with sunshine.

solarZero At Your Home

3.19 kW	4,007 kWh	$87.50	$16,002
System Size	Estimated Annual Solar Generation	Monthly Payments	Estimated net savings over system lifetime



T1 Tree T2 Tree

System Hardware

How solarZero works

Power your home with solar and battery storage to save money and help the planet. solarZero combines solar power, battery technology and access to wholesale spot prices for 100% renewable electricity from the grid



SOLARZERO

solarZero Battery

Inverter Power Output: **3.68** kW
Li-ion Battery
Nominal Capacity: **6.4** kWh
Usable Energy: **5.1** kWh
Total Weight: **120** kg



SOLARZERO

Amazon Echo Dot

Echo Dot is a voice-controlled smart speaker with Alexa, perfect for any room. Just ask for music, news, information, and more. You can also control compatible smart home devices with your voice.



SOLARZERO

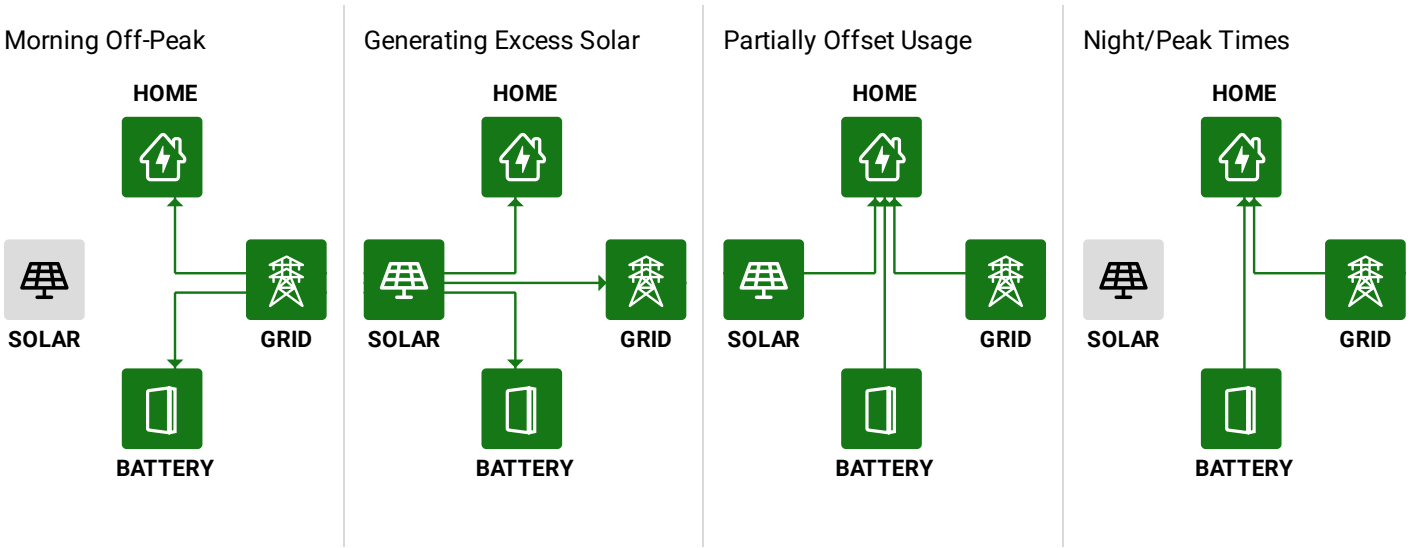
The solarZero Experience

Using cutting edge technology this family is saving money on power and reducing its impact on the environment.



SOLARZERO

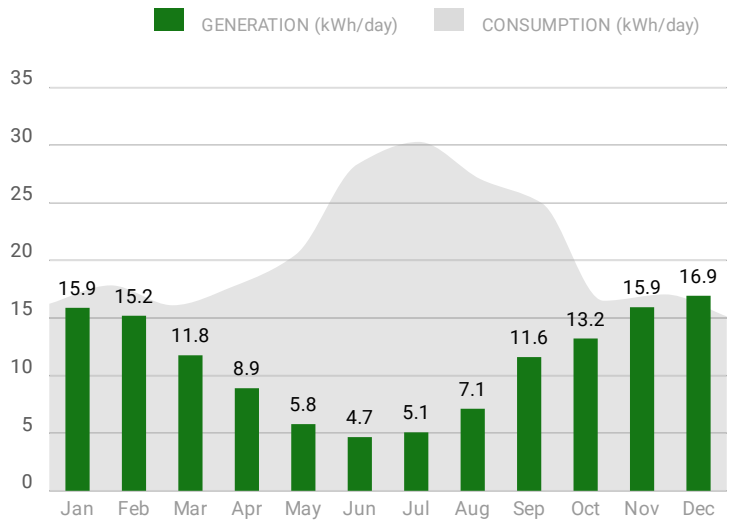
Battery Operation



System Performance

56%

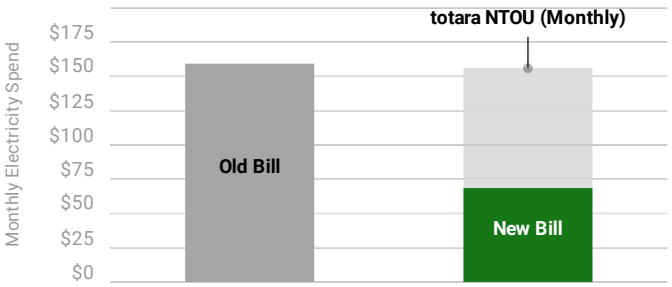
Energy From Solar



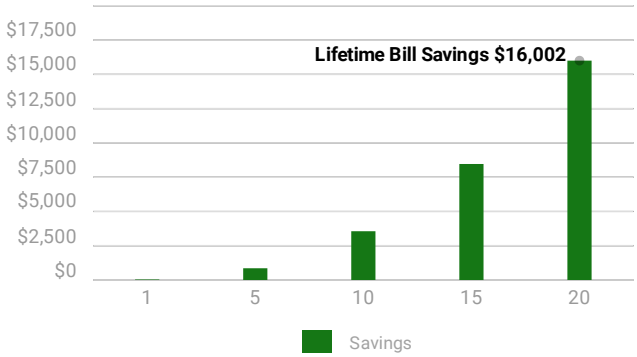
90%	10%
Self-consumption	Export to grid

Electricity Bill Savings

First Year Monthly Bill Savings



Lifetime Bill Savings

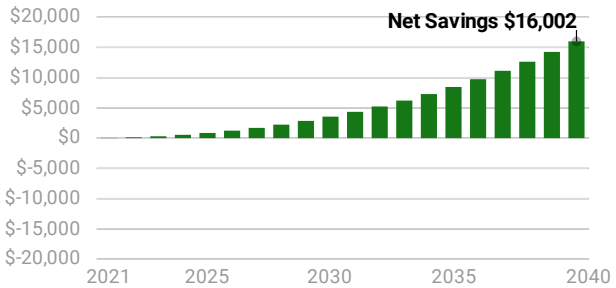


Net Financial Impact totara NTOU

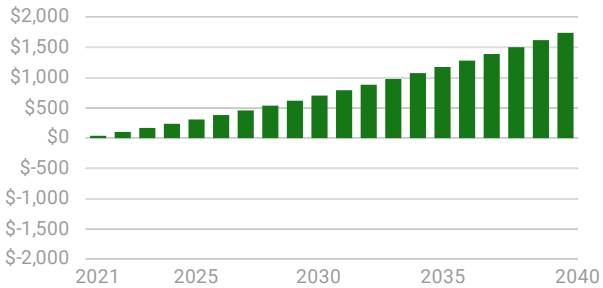
$16,002

Estimated Net Savings over 20 years

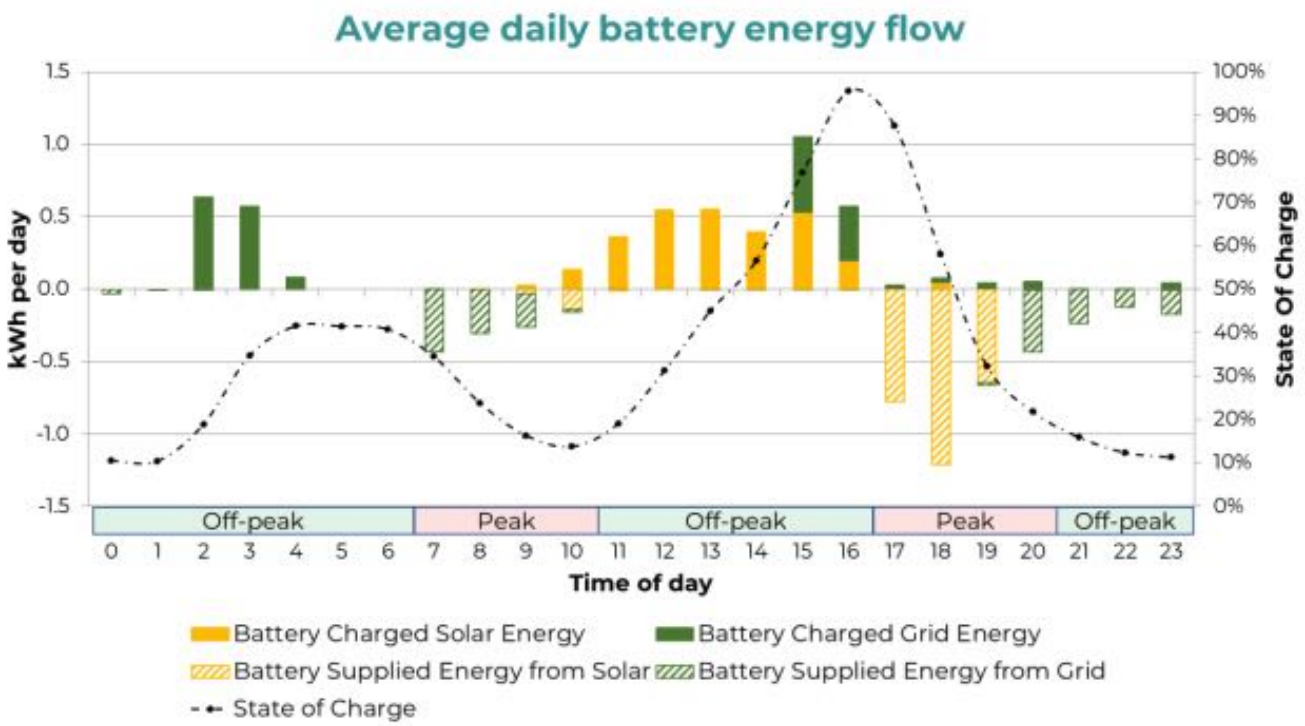
Cumulative Savings From Going Solar



Annual Savings From Going Solar



Daily Energy Flows



SOLARZERO ENERGY SERVICES AGREEMENT

Key Terms of your solarZero Energy Services Agreement

Customer name and address: **David Hoare** 1 The Stables, Woodend		Date: 26th June 2021 Property: 1 The Stables, Woodend
Customer Contact Number: 0274829338		

Here are the key terms of your solarZero Energy Services Agreement

$ 207 + GST	$75 + GST	20 Years
solarZero Monthly Energy Services Fee	Eco Bonus	Agreement Term
Initials here: DH	Initials here: DH	Initials here: DH

Our solarZero Energy Services unlock the power of the sun to deliver cheaper, smarter, clean power locally from your own roof and create a smart connected energy efficient home.

The solarZero Promise*

- You will save across the entire 20-year term.
- The fixed solarZero Monthly Energy Services Fee you pay us for our services will never increase, regardless of inflation, for 20 years.
- We will provide a price protection cap on the net price of grid energy you pay each month (plus lines and network charges and GST).
- We will cover all installation costs required to install the Energy Hardware at your Property and we warrant any roofing work undertaken.
- We warrant, insure, maintain and repair the Energy Hardware.
- As a solarZero customer you're helping accelerate our nation's transition to a clean energy future. Each month we'll credit your account with an Eco Bonus in recognition of the value that we think solar and battery storage plays in supporting clean, reliable energy for New Zealand.
- You are free to cancel any time up to 10 working days prior to installation, at no charge.

*Subject to all terms and conditions of this Agreement



Andrew Booth

Your solarZero Energy Services package includes:

Solar power	Product: **11 Solar Panels & Battery Storage** Estimated kilowatt hours per annum produced: **4007.45 kWh**
Battery Storage	Storable Power at your home: 6 kWh
Surplus Power	Any power generated in excess of the Expected Energy Production will not be charged so is an additional benefit provided to you. Any surplus electricity you export will be paid for at the same rate as any electricity you use from the grid. This guarantee relates to solar energy generated and excludes any network charges and GST.
Access to grid power	Where you have used additional electricity procured from one of our contracted retail service providers, you will be invoiced for this at wholesale spot prices capped at a price protected rate determined annually with reference to the average daily wholesale spot price for the preceding year, with zero margin being added (plus applicable lines or network charges and GST) from Switch On.
Access to broadband	Where you use broadband services from one of our contacted internet service providers, you will be invoiced at the wholesale price billed to us, plus applicable fibre charges, with zero margin added (plus GST). Any broadband provided is included in the solarZero Monthly Energy Services Fee.
Two way meter	To comply with the Electricity Act and ensure accurate billing, we will ensure a suitable two-way meter is installed at no cost to you.
Energy Monitoring	We provide a 24/7 web-enabled energy management system and will provide personal energy advice to maximise energy efficiency in your home.
solarZero Energy Services Fee	The value of the Energy Services package is $ 207 + GST
Eco-bonus	Less the minimum agreed bonus for being part of the clean green energy future $75 + GST
Monthly Payment	*(= solarZero Monthly Energy Services Fee less $45 grid energy credit and $75 Eco Bonus)* **$87.5 + GST** Initials here: DH

You Confirm:

Pre-existing Property Conditions	You confirm that, to the best of your knowledge, a valid electrical certificate of compliance has been issued for all previous electrical works completed at the Property. Failure to hold valid electrical certificates of compliance and/or undisclosed ongoing electrical works within property may incur additional ees, delay the installation of the Energy Hardware, or cause solarZero Energy Services Limited to terminate this agreement.
Title to the Energy Hardware	The Energy Hardware and the Energy services are provided to you as part of a service and are not sold to you. Title in the Energy Hardware remains with solarZero Energy Services Limited at all times. The System is not a fixture forming part of the Property. Please ensure you understand all your obligations under this Agreement, particularly in respect of any sale of the Property during this Term.

IMPORTANT INFORMATION

The Key Terms may be amended from time to time, including to vary the Energy Services we provide. The latest set of Key Terms will apply at any given time.

This document sets out key information about the services we will provide to you under the Energy Services Agreement. Please read this Agreement carefully and seek advice, or talk to us, if you are uncertain about the meaning of any terms or about your responsibilities and commitments. You should keep this Agreement in a safe place. There is a limited right to cancel the Energy Services Agreement (see below for further details).

This Agreement applies both to Customers all of whom own the Property on which the Energy Hardware is installed and to Customers who have an ownership interest but do not comprise all of the Property owners.

With the knowledge and authority of, and on behalf of, all Property owners, you agree and acknowledge that the Energy Hardware will be installed on the Property in accordance with this Agreement, you agree to give or procure access for SolarZero Energy Services Limited and its contractors and agents to the Property for the Term (including to remove the Energy Hardware) and you understand all your obligations as the Customer under this Agreement, including in respect of any sale of the Property during the Term. Notwithstanding that this Agreement may be entered into on behalf of other Property owners (such as a spouse, family member or trustee), the Customer is personally liable for all obligations of the Customer under this Agreement and is responsible for procuring compliance by all other Property owners as if they were also signatories.

By signing below, solarZero and the Customer agree to be bound by this Agreement on the terms and conditions set out in it, comprised within both the Key Terms and the General Terms and Conditions.



Andrew Booth (26th June 2021)

For SOLARZERO ENERGY SERVICES LIMITED



(David Hoare)

For THE CUSTOMER

Definitions

The capitalised terms used in this Agreement have the meanings given to them including:

Agreement	This agreement between you and SolarZero Energy Services Limited comprising the Key Terms and the General Terms and Conditions together with any schedules or attachments to it and all other related documents provided during the Term including any direct debit authority.
Eco Bonus	The amount credited to your account each month as noted on the front page of the Agreement.
Energy Hardware	Any PV panels, inverters, framing, wiring, energy management and control/control systems, software, controls, battery and any other equipment which is installed on the Property as may from time to time be recorded in SolarZero Energy Services Limited's asset register in connection with the Energy Services.
Energy Services	The services (including installation of the Energy Hardware) and including any agreed broadband services.
Limited Warranty	The limited performance warranty in clause 5
Monthly Payment	The monthly payment due which is equal to the solarZero Monthly Energy Services Fee less the Eco Bonus and the grid electricity credit. This payment amount is fixed for 20 years.
Property	The installation location noted on the front page.
solarZero Monthly Energy Services Fee	The fixed monthly fee for provision of the solarZero Energy Services (note you also pay separately for any grid electricity services see clause 2(f)).
Standard Terms	The further terms and conditions applicable to this Agreement and the Energy Services, as set out in the Schedule to this Agreement.
Switch-Off	The date and time when the Energy Services are permanently switched off and no longer available for your use.
Switch-On	The date and time on which the Energy Services are activated and become available to you.
Term	The term of this Agreement, starting on the Switch-On date and ending on the date that is twenty (20) years after that date (subject to any renewal or early termination).
we, solarZero Energy Services Limited and us	solarZero Energy Services Limited (company no. 2147325) and includes its respective successors and assigns.
you and the Customer	The persons signing this Agreement as the customer, and includes spouse or de facto partner, any other person to whom this Agreement may be novated and any of your executors, heirs or permitted assigns.

General Terms and Conditions

1. Energy Services

We will provide you with the right to utilise the electrons generated and stored by the Energy Hardware and the other Energy Services described in clause 2 below from Switch-On date to Switch-Off.

2. Our Obligations

solarZero Energy Services Limited warrants it has the legal capacity to enter into this Agreement and to comply with its obligations under it.

We agree to either provide or make available to you the following Energy Services:

a) Installation: We will install photovoltaic solar panels, inverters, battery, mounting system, any other Energy Hardware components and all associated electrical connections. We will comply with all applicable laws, standards, codes and consent requirements, and obtain all necessary statutory and regulatory licences, permits or consents for the installation, removal, operation and maintenance of the Energy Hardware. We further agree to comply with any reasonable health and safety requirements you may have.

b) Alterations to roof: We will make modest adjustments and alterations to the roof as necessary to accommodate the installation of racking, solar panels, batteries, inverters and electrical wiring in a professional and workmanlike manner.

c) Clean-up: We will tidy up after ourselves during and after the installation of the Energy Hardware and to fix or pay for any damage we may cause to your Property.

d) Maintain the Energy Hardware: We will maintain and repair the Energy Hardware under the terms of the Limited Warranty.

e) Monitoring: We will provide you with an internet-based application that monitors your Energy Hardware's productivity and energy consumption, and offer advice and services to enhance your energy efficiency.

f) Grid electricity services: We may arrange for retail service providers to supply all grid-delivered electricity services to the customer, comprising:

- energy purchased from the New Zealand wholesale electricity spot market;and
- electricity transmission and distribution lines services using Time of Use pricing options where these are available;

Please note we do not provide these services ourselves and the availability of electricity as part of the Energy Services at wholesale spot prices depends on us having an appropriate agreement in place with a retail service provider to facilitate this.

Until the hardware associated with the Energy Services is operational, including the import / export meter, the retail service provider's standard retail rates will apply.

The rate applied for the cap on the wholesale spot price for your net grid energy consumed will be set with reference to the simple average daily spot price for the preceding twelve months as published by the Electricity Authority.

To access the grid electricity services, the Customer will agree to the standard terms and conditions of the retail service provider and in addition to the monthly payments made to us (as provided in clause 14), the Customer will make payments for the grid electricity services received, plus any applicable regulatory levies. Such payments to the retail service provider are in addition to the Monthly Charge.

We are negotiating grid electricity services to supplement the Energy Services if needed on a group purchase basis, with a view to ensuring we deliver the cheapest grid electricity available in the market. We will, on a regular basis, benchmark the price of our grid electricity service against the market to ensure our retail service provider is meeting its obligations to us and our customers.

Grid electricity services supplied by the retail service providers are subject to an expectation of fair use. Our expectation of fair use for the grid electricity services is based on the electricity consumption of a residential customer using electricity as their primary source of energy including hot water, cooking and heating. We have configured your energy service based on information provided to us by you, including recent power bills and responses to questions regarding key loads in your home. If your average grid electricity consumption over any period exceeds the retail service provider's expectations of reasonable use over that period, we may contact you to discuss your usage and possible change to the energy services provided to reduce consumption of grid energy. Further, if the retail service provider considers that your usage is in breach of their fair use policy, they may require you to move to an alternative retail price plan.

You may elect to discontinue the grid electricity services and switch to an alternative electricity retailer of your choice at any point provided 30 days' notice is given. It is important to note that by switching retailers to one which is not a provider with which we have arrangements, you may increase the total amount you pay to power your home. As a result you may not achieve the expected savings.

g) Broadband: We will arrange for internet service providers to supply broadband services to the Customer, comprising:

- broadband purchased from an internet service provider at wholesale rates;
- hardware required to access broadband; and
- technical support

Please note we do not provide these services ourselves and the availability of broadband as part of the Energy Services depends on us having an appropriate agreement in place with an internet service provider to facilitate this.

To access the broadband services, you will agree to the standard terms and conditions of the internet service provider.

h) Energy Audit: We will audit your home and map the appliances you are using and obtain historic billing data to build a profile of your energy use.

i) solarSmart Checks: We will ask you to conduct solarSmart checks from time to time to review the Energy Hardware's performance and your energy use and provide personalised feedback including in relation to the optimum utilisation of your solar electricity and battery system.

j) 20 Year Value Proposition: You will save money every year during the 20 year term of this Agreement, and if for some reason you don't, we will refund you the difference, based on your pre-solarZero retail energy plan costs (adjusted per published MBIE quarterly regional electricity price movements), total energy consumed (including consideration of 5% energy efficiency gains) and the sum of solarZero Monthly Payments, less any refunds made and retail service provider payments, excluding any late payment penalties. For broadband provided, this is based on any difference in the price of our broadband service against the market benchmark on a quarterly basis.

k) Other Services: We will endeavour to provide you with further energy efficiency services as they become available, as technology develops and if they are suitable for your home and your needs. These may include one or more of the following (some of which would be provided at no extra cost but others of which may only be available upon payment of a further up-front fee or extra monthly cost):

- customer forums to advise on energy savings generally;
- through strategic partnerships with certain organisations (from whom we may receive commission payments), access at discounted rates to energy-efficient products such as insulation. electric vehicles and whiteware products.

3. Customer Loyalty Rewards – Broadband Customers

(a) Promotional Product on Joining

Our offer of broadband services is supported by a customer loyalty rewards scheme that complements the energy efficiency aspects of our Energy Services. If you agree to receive broadband services from us, you will be entitled to receive a promotional product from us which you may choose from the mysolarZero store up to the value of $1500. For avoidance of doubt, this does not include changing broadband plans.

(b) Five-yearly Store Rewards

Each month you will be credited an amount each week to spend at the mysolarZero store on the fifth anniversary, and every fifth year thereafter, of this Agreement or the date on which you elect to upgrade your Energy Services to include broadband services.

These credits cannot be used prior to the five-year anniversary. Credits may be carried forward after the anniversary date subject to clause 20(c). For the avoidance of doubt credit earned from years 1-5 may be used after year 5 and credits earned from years 6-10 may be used after year 10, subject to clause 20(c).

The credit amount is:

Unlimited Broadband (100/20)	$10.00
Ultimate Unlimited (900/500)	$13.33

4. Design and Installation

We will work with you to install the Energy Hardware in a manner and design as agreed. Solar systems perform best when oriented north at an angle but design limitations may prevent optimal installation, including roof availability, obstacles, and your preference. We will recommend optimal positioning of the Energy Hardware for performance. However, ultimate placement is at your discretion. You must be present during the installation of the Energy Hardware.

During the detailed property assessment process, or at the time of installation, we may identify obligations, responsibilities, or additional costs that are a condition of Switch-On of the Energy Hardware. These obligations and responsibilities may include internet connection, health and safety requirements, scaffolding, electrical work, roof strengthening, vegetation removal and roof remediation work. We will agree these works with you prior to proceeding with the installation. Both you and we have the right to terminate this Agreement, without penalty or fee, if you or we do not wish to proceed when these additional costs, responsibilities and/or obligations are identified.

solarZero Energy Services Limited, its agents or employees, will install the Energy Hardware at a time agreed with you. At the end of each day we will tidy up any equipment or waste materials left over by our activities. We will make good any errors or defects in the installation that are attributable to the Energy Services in accordance with the make good -requirements published from time to time on our website.

If you do not provide appropriate access and/or fail to meet the obligations or responsibilities identified as conditions for installation of the Energy Hardware within 180 days of the date agreed for installation, you will pay any additional set-up costs to compensate us for any losses or extra cost suffered or incurred as a result of delay or cancellation.

5. Warranty & Performance Guarantee

Subject to the terms of the limited warranty in this clause 5, and the terms of clause 24, solarZero Energy Services Limited warrants that during the Term the Energy Hardware will operate within a tolerance of 20% of the Expected Energy Production, subject to you complying with your obligations under this Agreement and subject to a performance degradation of 0.8% per year (being the standard manufacturer warranted performance degradation of such systems).

If after the Switch-On it becomes apparent that the annual energy yield of the Energy Hardware is 20% or more below the Expected Energy Production for a period of at least six months based on actual NIWA data, measured in kWh, then the parties will confer to agree on appropriate enhancements to the Energy Hardware so as to produce an annual energy yield within the required tolerance of 20% of the Expected Energy Production or (if enhancements are not agreed) on a reduction to the Expected Energy Production (with a proportionate reduction in the quantum of the Monthly Payment).

We undertake to replace the battery when it reaches the manufacturer’s end of life criteria (expected around Year 10).

We undertake to perform our obligations under this Agreement to the usual and reasonable professional standards within the industry and prudent electrical practices, complying with all statutory and regulatory requirements and professional codes relevant to the work being undertaken.

During the Term, under normal use and conditions the Energy Hardware will be free from defects or breakdown in materials or components. We will repair or replace any defective part of the Energy Hardware within a reasonable period upon receipt of your advice or if we identify via remote monitoring that there is an issue to which this Limited Warranty applies. We may use new or reconditioned parts or upgrade parts when making repairs but in any case ensure the Energy Hardware performs to the design specification at the time of the Energy Hardware Switch-On.

If we damage the Property or your belongings we will repair or pay for the damage we caused. Installing solar panels can incur minor cosmetic blemishes while the workers affix the system. We will make reasonable endeavours to minimise cosmetic damage to your roof.

When we penetrate your roof during an Energy Hardware installation, we will warrant roof damage we cause due to our roof penetrations. This roof warranty will run the longer of one (1) year following the completion of the Energy Hardware installation or the length of any existing installation warranty or new homebuilder performance standard for your roof.

You can advise an issue under this Limited Warranty by writing (including by email) to us at the address shown on the front of this Agreement.

Exclusions:

This Limited Warranty does not cover you for any lost power production or fault as a consequence of someone other than solarZero Energy Services Limited or its agents servicing, repairing, removing or re-installing the Energy Hardware, or for any breach by you of this Agreement, including denial of access, failure to clear the Energy Hardware of shading vegetation or wilful or negligent damage to the Energy Hardware, or a failure to keep the Energy Hardware free of debris.

This Limited Warranty is further subject to clause 24.

6. Ownership

All electricity produced by the Energy Hardware during the Term belongs to you from the point where the Energy Hardware connects to your MEN point also known as a “switchboard”.

The Energy Hardware is not a fixture of the Property and is owned by solarZero Energy Services Limited, including all data generated by the Energy Hardware. Neither you nor any other Property owner or other person has any ownership or other rights to the Energy Hardware or the data, except as expressly provided under this Agreement. For and on behalf of all owners of the Property from time to time, you agree that you

will not grant, and will not permit to exist, any mortgage, charge, encumbrance, other security interest, claim, deed, title or other adverse interest either specifically or in part over the Energy Hardware.

Any tax credits, carbon or green credits or similar incentives and offsets in existence now or in the future are or will be owned by or used for the exclusive benefit of solarZero Energy Services Limited. You will not claim such benefits and will do what is necessary to assign such benefits to solarZero Energy Services Limited during the Term.

7. Performance

We will use reasonable endeavours to exercise the diligence and skill expected of an experienced operator to install the Energy Hardware at the Property so as to maximise its performance.

8. Damage or Loss and Insurance

We will maintain insurance for damage or loss to the Energy Hardware. You are liable for any wilful damage or loss to the Energy Hardware caused by you or your agents or invitees, including any co-owners of the Property.

You agree to maintain insurance at your expense to cover all damage to the Energy Hardware for which you are liable, and cover any damage to the Property caused by the Energy Hardware unless that damage is a result of our negligence in installing or maintaining the Energy Hardware. It is your responsibility to make sure that the installation of the Energy Hardware does not affect your existing insurance cover. You are responsible for any consequential losses from not acquiring or maintaining such cover.

9. Repair and removal

If the Energy Hardware needs to be removed to facilitate repairs or maintenance to the Property or at the end of the Term, other than repairs or maintenance for which we are responsible under this Agreement, or to transport the Energy Hardware to a new property pursuant to this Agreement, then you agree that you will notify us of such removal and we will, or will appoint an authorised agent to, carry out such removal (and re-installation if required). You will store the Energy Hardware safely and securely and be responsible for any damage to it or loss or theft of it.

We will remove the posts, waterproof the post area and return the roof (but without repainting) as close as is reasonably possible to its original condition before the Energy Hardware was installed (ordinary wear and tear and colour variances due to manufacturing changes are excepted, but the metal mounting of the battery will remain). In addition to any statutory warranties or guarantees that you are entitled to under applicable law, we will warrant the water proofing for 90 days after it removes the Energy Hardware. You agree to cooperate as reasonably required by us in removing the Energy Hardware including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you. Please refer to our website for our applicable make-good standards.

10. Selling, Vacating and Letting the Property

Provided you give us at least one month's notice in writing of your intention to sell or vacate the Property, you may:

- transfer this Agreement by novating it to the buyer of the Property, provided the buyer meets our selection criteria as notified to you in writing from time to time, there are no outstanding payments due from you and both you and the buyer sign a novation agreement in the form prescribed by solarzero, under which a new agreement is constituted between the buyer and solarzero, the buyer assumes all your rights and obligations as the Customer and you are released from all liability on and from the effective date of the novation. You must if possible include in your sale and purchase agreement a requirement that the buyer give us access. We will also need you to give us the buyer's name and contact details;

- transfer the Energy Hardware to a new property (which will become the Property) and this Agreement will continue on its terms for a further 20 year term. If the Energy Hardware is unable to be transferred to the new property, a fee to remove the system may apply;

- prepay all outstanding Monthly Payments as specified in clause 15 (Prepayment) and have the buyer of the Property agree in writing to acquire the rights and all the non-monthly payment obligations under this Agreement.

You may let the Property but you will continue to have all your responsibilities as the Customer and you must procure that the tenants and other occupants of the Property respect our rights under this Agreement. You will be responsible for the tenants' and their agents' and invitees' compliance with the requirements of this Agreement applicable to you as the Customer.

11. Renewal

You have the option to renew this Agreement for up to ten (10) further years in two (2) five (5) year renewal periods on the same terms. This Agreement will automatically renew for each term unless you contact us in writing and terminate at least 30 calendar days prior to the expiration

of the Term.

12. Your Obligations

You warrant that you have the legal capacity to enter into this Agreement and comply with your obligations, as well as the financial capacity to meet the required payments. You have an absolute obligation to meet all payments required under this Agreement without any set off or deduction for any reason, and this obligation extends to your executors and heirs.

You agree that:

(a) Good Title: you have good title to the Property (either alone or with others), as owner and that there are no third party rights or interests in the property (including any mortgage provider's rights) that would adversely affect our rights to the ownership and management of the Energy Hardware. It is your responsibility to ensure nothing in this Agreement will cause you to breach any part of your agreement with any third party that has a secured or registered interest in the Property.

(b) Capacity: you have entered into this Agreement in your personal capacity as the Customer, with the knowledge and authority of, and on behalf of, all other legal owners of the Property. You are personally liable for performance of all of the Customer's obligations under and in accordance with this Agreement. All warranties, undertakings, acknowledgments and agreements by you as Customer are given or made accordingly.

(c) Property features: you are responsible for ensuring that installation of the Energy Hardware is permitted under any relevant laws, regulations or bylaws that apply to your Property, including any title restrictions or zoning or district plan requirements.

(d) Roof Attachments: where attachments to your roof, such as any antenna or satellite dish, need to be moved to facilitate or enhance the performance of the system, it is your responsibility to make these changes. Where we make these changes on your behalf, the changes are at your risk for installation and the associated services.

(e) Health and safety: you will work with us to provide a safe and secure working environment during installation and maintenance of the Energy Hardware, including as notified by us to you.

(f) Access: during the Term and for up to six months after expiry of the Term, you will allow, upon reasonable notice (except where immediate access is required for safety reasons, where you will immediately allow), solarZero Energy Services Limited, or its agents, access to the interior and exterior of the Property for the purposes of inspecting the Property, designing, installing, testing, operating, repairing, replacing, and removing the Energy Hardware, including cables, inverters and monitoring equipment and connections. You will immediately notify us if you think the Energy Hardware is unsafe or damaged in any way.

(g) Removal and alteration: you may remove the Energy Hardware to effect any repairs or improvements to the Property only in accordance with the terms of the Limited Warranty (see clause 5 and see also clause 9). You are not to do or permit anything to be done to the Energy Hardware so that it does not function as intended, unless such actions are required to protect property or life on an emergency basis. You may not make or allow any modifications to the Energy Hardware that could invalidate the Limited Warranty without our prior written consent. You may not remove any markings or identification tags on the system.

(h) Title to Energy Hardware: title to the Energy Hardware remains with solarZero Energy Services Limited at all times and you have no right to give away, transfer, sell, or remove the Energy Hardware at any time without our prior written consent. Any modifications to the Energy Hardware, whether carried out by solarZero Energy Services Limited, its agents or by you, become part of the Energy Hardware and the property of solarZero Energy Services Limited.

(i) Energy Hardware home and property maintenance: you agree to keep trees, bushes and hedges trimmed so that the system receives as much sunlight as it did when the system was installed and not to modify your home in a way that shades the system. Energy Hardware performance may be improved under certain circumstances by cleaning the glass surface of the solar panels. We can recommend a suitably qualified and approved contractor to perform these services, at your cost, if required.

(j) Internet and power connection: if broadband is not provided as part of the Energy Services you will make available, at your cost, a working, high speed internet connection for use by the Energy Hardware. The internet connection may be used to transmit information about the Energy Hardware's productivity, diagnostics, and your energy usage. We will not be responsible for all loss of solar performance or data as a result of any unavailability of the internet connection. You will make available a standard 240V power connection, and the energy required to power it, to power a monitoring device and related hardware for the purpose of transmitting information about the Energy Hardware. Failure to provide the internet and power connection may result in us being unable to perform some or all of the Energy Services.

(k) Joint and several liability: if there is more than one Customer signing this Agreement, then (subject to clause 29) all Customers are jointly and severally liable to meet the Customer's obligations under this Agreement.

(l) Use of Battery for Grid Services: you agree to allow the battery system to be used from time to time to provide grid support services.

(m) Smart meter data access: you agree to allow us to have direct access to energy data recorded by the import export meter installed at the property to allow us to perform some or all of the Energy Services.

13. Payments

In consideration for us providing the Energy Services to you, during the Term you will pay the Monthly Payments to us in accordance with this Agreement. You will also be liable for any payments to a retail service provider or internet service provider(see clauses 2(f) and (g)).

14. Payment Method

Unless otherwise agreed in writing, all payments will be made without deduction or set-off and in cleared and immediately available funds, by direct debit from your nominated bank account and will be in New Zealand dollars.

You acknowledge and accept that we may communicate with you by electronic means to advise of any changes to direct debit amounts.

Schedule of Payments

Monthly Payment	Paid by direct debit on the first of each month or monthly from the date of the first payment. The partial month's payment for the first month of services will be charged according the following formula: (# of days in month - day of month of activation) / # days in month * Monthly Payment
Direct Debit Dishonour Fee	$20 for each occurrence of a direct debit transactions failing due to funds availability.
Late Payment Fee	$25 for each 30 day period where a payment is late for each payment that is late (in addition to any Direct Debit Dishonour Fee)
Non Direct Debit Fee	$10 per Month. Applicable to all transactions where a customer nominates a payment method other than direct debit including direct credit and credit card payments.

You will reimburse us any reasonable costs incurred by us in recovering any amounts owed by you to us.

15. Prepayment

You may at any time prepay all outstanding Monthly Payments under this Agreement and continue to receive the Energy Services, warranty and maintenance services for the remainder of the Term. To exercise this option you must be in good standing under this Agreement and give us at least one month's prior written notice. In the case of prepayment, the outstanding Monthly Payments under this Agreement will be calculated with reference to the net present value of the outstanding Monthly Payments at a discount rate of 6%. NPV will be calculated in accordance with the following formula:

$NPV = PV1 + PV2 + PV_n$

Where $PV = C / (1+(0.06/12))N$

C = the value of the future Monthly Payments and N equals the number of compounding periods.

The table below provides some indicative estimates of prepayment amounts excluding GST, depending on the Energy Services and time elapsed.. If at any time you are interested in prepayment, contact us and we will confirm details.

Illustrative Example of Prepayment Amounts (NPV) at the end of year 1, 5, 10 and 15

End of years	solarZero kowhai	solarZero totara	solarZero rimu	solarZero kauri
End of Year 1	11,548	14,265	16,982	19,699
End of Year 5	10,073	12,443	14,813	17,183
End of Year 10	7,656	9,458	11,259	13,061
End of Year 15	4,397	5,431	6,466	7,500

If you decide to prepay all outstanding Monthly Payments under this Agreement, you will not be obliged to make any further Monthly Payments under this Agreement following such prepayment. All other terms of this Agreement will remain in force.

16. Energy Hardware shut down payments

If you caused or requested the Energy Hardware to be shut down, or actions or inactions on your part result in the diminished output of the Energy Hardware, you will continue to be responsible for paying your Monthly Payments in accordance with this Agreement.

If the Energy Hardware is shut down or unavailable for more than 7 days you will receive a credit for the number of days the Energy Hardware is inactive, provided that such shut down, unavailability or inactivity is not due to your action or inaction and is not caused by a failure of the

national grid.

17. Default

You will be in default of this Agreement if:

- you breach the terms of this Agreement and you have not rectified that breach within 14 days of written notice to do so;
- you transfer or assign, by whatever means, your obligations under this Agreement without our prior written consent;
- you have falsified or provided misleading information to us in order to enter into this Agreement;
- you suffer an insolvency event, are declared (or an application is made to declare you) bankrupt and/or you are unable to pay your debts as they fall due.

18. Remedies in the case of default

If you are in default of this Agreement, solarZero may:

- terminate this Agreement in accordance with clause 19;
- take reasonable action, including legal action, at whatever time, to enforce your performance of this Agreement and recover from you all amounts due including relevant taxes, penalties and interest, and all costs incurred to affect that remedy;
- deactivate the Energy Hardware, either temporarily or permanently;
- disconnect and/or take whatever lawful action is required to recover the Energy Hardware and return it to our possession.
- charge you a reasonable reconnection fee to turn the Energy Hardware back on after any Switch-Off or disconnection due to your default.

You will reimburse us for any reasonable costs incurred by it in effecting the remedies in this clause 18 and in enforcing this Agreement.

19. Cancellation, Review and Termination

(a) Cancellation by you: You may cancel this Agreement by giving us written notice of cancellation at least 10 working days prior to the installation of the Energy Hardware. You may also have a right of cancellation in some circumstances under clause 5.

(b) Cancellation by solarzero: This Agreement is subject to us verifying that you have a satisfactory credit history and by signing this Agreement you authorise solarzero to obtain your credit information to confirm that you are able to meet all payments required under this Agreement. We in our absolute discretion may cancel this Agreement if you do not meet our credit criteria. You authorise us to share the credit history data it obtains with our Retail Services Providers.

(c) Review and termination at your request: If, having taken account of all of the Energy Services provided by us since the date of the Agreement, you can reasonably demonstrate that we have not provided the Energy Services in accordance with clause 1, we agree that we will review the key terms of your solarZero Energy Services package. To ensure we continue to deliver the services as promised you should contact us so that we can review and resolve this as soon as it occurs.

(d) If we are unable to resolve the issue after reasonable efforts, you may terminate this Agreement by giving not less than one month's written notice. Should you terminate this Agreement we will agree with you a time to remove the Energy Hardware (such removal to occur within a reasonable time following the termination date) and you agree to provide all reasonable access and assistance to us to allow us to remove the Energy Hardware. All your obligations under this Agreement relating to installation of the Energy Hardware also apply to any removal of the Energy Hardware.

(e) Termination by us: If we are entitled to terminate this Agreement in accordance with clauses 18 and/or 19, we may do so immediately on written notice to you and, without limiting our rights at law, may:

- enter on to the Property at a reasonable time to remove the Energy Hardware (and you and any other owners or occupants must facilitate such access); and
- recover from you all amounts incurred in disconnecting and removing the Energy Hardware.

(f) Other consequences of termination: Termination of this Agreement will not affect the rights or obligations of either party accrued up to the date of termination. If this Agreement is terminated, you will be liable to pay any amounts we have reasonably incurred to provide you with the Energy Services under this Agreement and those incurred in connection with the contract termination (including any outstanding balance of any Monthly Payments up to the date of termination).

(g) Survival: Clauses which by their very nature need to continue to have effect beyond any termination of this Agreement (including, without limitation, clauses 6, 8, 9, 12, 14, 19(e) and (f), 21, 23, 24, 26, 28, 29, 30 and 33) shall survive termination.

20. End of Agreement Term

(a) **Cancellation of entire Agreement by you**
At the end of the Term, we maintain the right but not the obligation to remove the Energy Hardware from the property at our own cost and make reasonable repairs to ensure the integrity of the roof material. Such right must be exercised within a reasonable time following the end of the Term and you agree to allow all reasonable access and assistance to us to allow us to remove the Energy Hardware.

(b) **Cancelation of Broadband prior to commencement of broadband service**:
You may elect not to proceed with including broadband services as part of the Energy Service by notifying us within 5 business days of the date of this Agreement.

(c) **Cancellation of Broadband Service**
If you receive Broadband Services from us as part of the Energy Service, and you subsequently wish to cancel your broadband services or move those services to another provider, then you will be required to provide 30 days' notice and enter into a new energy service agreement excluding broadband at a revised solarZero Energy Services Fee for the remainder of your term.

i. If you have received any promotional product(s) as part of your broadband services, and cancel or transfer your broadband services within 5 years from the date we dispatch the promotional product(s) to you, you will be required to refund us such proportion of the cost of the promotional product as is commensurate with the duration of the unexpired portion of that five year period.

ii. If you cancel or transfer your broadband services within 1 year, you will also be required to pay any early termination fee charged to us by our broadband partner.

iii. If you cancel your broadband services at any time, credits earned as part of the customer loyalty reward scheme in clause 3 will be forfeited as follows:

Broadband Cancellation Date	Credits Forfeited
before 5th anniversary of Switch On	all credits earned before cancellation date
before 10th anniversary of Switch-On	all credits earned after 5th anniversary of Switch-On
before 20th anniversary of Switch-On	all credits earned after 15th anniversary of Switch-On

21. Force Majeure

Neither you nor solarZero Energy Services Limited will have any liability under this Agreement as a result of any delay or failure to comply with its obligations (other than payment obligations) if that delay or failure is caused by a Force Majeure Event, subject to the party affected by the Force Majeure Event using reasonable endeavours to mitigate the effects of the Force Majeure Event and to reduce any loss or damage suffered by the other party.

For the purposes of this Agreement, a Force Majeure Event means a circumstance beyond the control of and not caused by your or our fault or negligence, including but not limited to abnormal weather, lightning, earthquake, fire, war, riot, acts of terrorism, civil disturbance. A Force Majeure Event also includes unavailability of the grid, failure of any third party infrastructure equipment including power or voltage spikes, or a grid supply voltage outside of the standard range, caused by someone other than ourselves.

The suspension of obligations under this Agreement is limited to the scope and duration of the Force Majeure Event. If the Force Majeure Event continues for a period of more than 90 Days either party may terminate this Agreement on notice to the other.

Written notice of a Force Majeure Event must be provided in writing by the party affected by the Force Majeure Event to the other party within 14 days of the Force Majeure Event.

22. Indemnity

To the fullest extent permitted by law you shall indemnify and hold harmless solarZero Energy Services Limited, solarZero Limited, its employees, officers, agents, successors and assigns from and against:

- any and all third party claims, actions, costs and expenses, obligations, demands and liens, of any kind connected to or resulting from your negligence or wilful misconduct;

- any costs or liabilities incurred as a result of your failure to maintain a safe site during installation and maintenance of the Energy Hardware or for loss or damage caused to the Energy Hardware by you or any other person at the Property (other than solarZero Energy Services Limited, solarZero Limited, and its agents, representatives, contractors or employees or any person acting under our direction);

- any claim by another Property owner or any other party with an interest in the Property (including a buyer of your Property and any mortgagee) that the Energy Hardware belongs to it, or is a fixture and forms part of the Property;
- any purported cancellation of this Agreement by any such person;
- any denial of access to the Property by you or any other owner or other person (whether for maintenance, removal or other purposes) as provided for in this Agreement;
- any sale of the Property to a buyer without compliance with clause 10 (Selling, Vacating and Letting the Property);
- any damage to the Energy Hardware caused by your agents or invitees or any other person;
- any other event or circumstance within your control or for which this Agreement requires you to be responsible as the Customer, which operates to defeat or adversely prejudice our rights; and
- any claim, demand or proceeding by a third party for or on account of loss, physical damage, injury or death arising in connection with this Agreement or the Energy Hardware.

Nothing in this Agreement requires you to indemnify solarZero Energy Services Limited or solarZero Limited for its own negligence or wilful misconduct.

This indemnity will remain in force following termination or expiry of this Agreement.

23. Limitation of Liability

Our liability to you will be limited to direct actual damages incurred by you in connection directly with this Agreement as a result solely of any breach of this Agreement by us.

No party will be liable to the other for consequential, incidental or indirect damages. We will not be liable to you for any loss of profits, revenue, opportunity or goodwill.

Each party will take whatever reasonable steps are necessary to mitigate any losses it may incur resulting from actions or inactions with respect to this Agreement.

Our liability under this Agreement will not exceed the total amount of any payments made by you to us, except for damage to the Property or your belongings resulting from the installation or operation of the Energy Hardware which in all circumstance will be limited to a maximum of NZD$1,000,000.

24. Limitation of Warranty

Except as set out in this Agreement or as required by applicable law, all representations, warranties or guarantees, whether expressed or implied by statute or custom relating to the Energy Hardware, the Energy Services or any other services provided by us to you under this Agreement are excluded. For the avoidance of doubt, nothing in this clause limits your rights under the Consumer Guarantees Act 1993 or the Building Act 2004, where those Acts apply.

25. Disputes

If a dispute arises under this Agreement, please notify us of the nature of the dispute, in writing, at the address on the front of this Agreement or by sending an email to info@solarzero.co.nz. We will attempt to resolve your complaints in a timely and satisfactory manner in accordance with our internal dispute resolution process. You may request a copy of this process at any time.

26. Personal Property Securities Act

Without limiting any other provision of this Agreement, you acknowledge that this Agreement may create, in favour of solarZero Energy Services Limited, a security interest (as defined in the Personal Property Securities Act 1999 (“PPSA”)) in the Energy Hardware and that we may register a financing statement in respect of it.

If we ask you to, you must do anything reasonably required to perfect our security interest in the Energy Hardware in accordance with the PPSA, including providing details (which details you warrant will be complete, accurate and up-to-date in all respects when you provide them) about you and the Energy Hardware.

You waive your right to be given a copy of any verification statement in relation to any financing statement or financing change statement we may register.

27. Privacy and marketing

You acknowledge that we collect your personal information (including your name, address, contact details and other personal information required as part of providing the Energy Services) for the purposes of providing the Energy Hardware and the Energy Services, assessing you for suitability as a customer (including disclosing such information to credit reporters and to undertake appropriate credit checks) and to contact you for future promotional purposes. The collection of this information is compulsory and if you do not provide it where requested, we may not be able to provide Energy Services to you.

We may disclose personal information about you to its financiers and to third parties that it appoints to perform originating, servicing and/or management roles in relation to our customers, as well as to other third party service providers involved in providing the Energy Services.

We treat all personal information in accordance with our obligations under the Privacy Act 1993. You have rights under the Privacy Act 1993 to access and correct information that we hold about you. To do so, please contact us at our address at the front of this Agreement.

By entering into this Agreement, you consent to us contacting you (including sending you commercial electronic messages by email, fax and SMS) for marketing and promotional purposes. You may unsubscribe to electronic marketing messages from us in accordance with the Unsolicited Electronic Messages Act 2007.

28. Independent Trustees

Where any independent trustee has signed this Agreement as the Customer, in addition to all other trustees of the relevant Property owning trust, the liability of that independent trustee will be limited to the assets for the time being of that trust and that independent trustee will accordingly not be personally liable to us under this Agreement.

29. Entire Agreement

This Agreement constitutes the entire Agreement between the parties in respect of the matters covered by this Agreement and supersedes all previous agreements either verbal or in writing in respect of such matters.

30. Amendments

Any amendments to this Agreement must be agreed in writing and signed by both parties.

31. Partial invalidity

The illegality or invalidity of any part of this Agreement will not affect the legality or enforceability of any other part of this Agreement under any law.

32. Governing law

This Agreement is governed by and is to be construed in accordance with New Zealand law.

OpenSolar

This sales proposal has been prepared using tools or applications available from www.opensolar.com and is subject to the terms set out in the User Agreement. We suggest you review the terms of the User Agreement and our Privacy Policy (at http://www.opensolar.com/content/legal/).

Capitalised terms here have the same meaning as under the User Agreement, you means the individual (who is not also a User) who has received this sales proposal and OpenSolar / we / us / our means OpenSolar Pty Ltd ACN 621 679 632. Under the User Agreement, the User (which could be an installer, service provider, electrician etc who has provided you, the end customer, this sales proposal) has an obligation to obtain consent from its customers or clients to upload their Energy Data to the OpenSolar Site and warrants that they have explained to those customers or clients how their Energy Data may be used pursuant to the User Agreement.

Any tools, calculators, design platforms, results and output produced by the OpenSolar Sites (including this sales proposal) are estimates only, and we do not guarantee that these estimates will match actual measurements taken at a given site. We do not guarantee the accuracy or suitability of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Sites, and no tool on or part of the OpenSolar Site shall be deemed a substitute for an actual in-person analysis conducted at a given site.

We make no representation, promise, guarantee or warranty about any cost savings, energy consumption savings or return on investment of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Sites.

OpenSolar is not a party to any contract or agreement that you (as a customer) may have with a User or between Users.

The above statement does not apply to the CEC Approved Retailer (in Australia only) responsible for the sale of the solar PV system.