

TERMS AND CONDITIONS – COMMERCIAL LIGHTING QUOTE, SALE AND INSTALLATION

1. Definitions and interpretation

1.1 In these Terms and Conditions:

- (a) "AP" means:
 - (i) in relation to the NESS, an "Accredited Certificate Provider" under the NESS; and
 - (ii) in relation to the VEU, an "Accredited Person" under the VEU.
- (b) "Business Day" means in respect of the location at which a right or obligation is to be performed pursuant to the Contract, a day not being a Saturday, Sunday or public holiday in that location.
- (c) "Certificate" means:
 - (i) in relation to the NESS, an ESC that is created under and in accordance with the NESS; and
 - (ii) in relation to the VEU, a VEEC that is created under and in accordance with the VEU.
- (d) "Contract" means:
 - (i) the Quote as countersigned by You; and
 - (ii) these Terms and Conditions,

for the Installation of Products in accordance with the applicable Scheme.

- (e) "Customer" means the entity specified in the Quote.
- (f) "Discount" means the value of Certificates related to the Products and their Installation as determined by the market for the Certificates and as estimated by Easy Being Green and specified in the Quote.
- (g) "Easy Being Green" means Easy Being Green Pty Ltd ABN 59 120 665 714
- (h) "ESC" means an "Energy Savings Certificate" being one or more certificates generated from completed and verified energy savings initiatives under the NESS, which are created by an AP and validated by the Regulator prior to registration. The ESCs are made by an AP when energy saving activities are undertaken that improve energy efficiency in a variety of residential, commercial and industrial settings.
- (i) "Essential Services Commission" means the Essential Services Commission of Victoria, or such other person or body which administers the VEU from time to time.
- (j) "Force Majeure Event" means an event, circumstance or cause beyond the reasonable control of the party who claims that the event, circumstance or cause prevents that party from performing any obligation in full under the Contract, including, without limitation:
 - (i) act of God, lightning, storm, flood, fire, earthquake or explosion, adverse weather conditions;
 - (ii) epidemic, pandemic or similar health event, whether or not declared by a relevant health or government authority;
 - (iii) strike, lock-out or other labour difficulty;
 - (iv) act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion, terrorism;
 - (v) the effect of any applicable laws, orders, rules or regulations of any government or other competent authority, coming into effect after the date of the Contract; or
 - (vi) embargo, or a power or water shortage.

- (k) "GST" means the Goods and Services Tax under the New Tax System (Goods and Services Tax) Act and includes any other GST related legislation.
- (l) "Independent Pricing and Regulatory Tribunal" means the Independent Pricing and Regulatory Tribunal of New South Wales, or such other person or body which administers the NESS from time to time.
- (m) "Installation" means the process of installing the Products.
- (n) "Installation Date" means the date or dates on which the Products are to be Installed at the Premises, as agreed between the Customer and Easy Being Green.
- (o) "Installer" means the Easy Being Green personnel or the contractor nominated by Easy Being Green (or their sub-contractors) to undertake the Installation of the Products on behalf of Easy Being Green.
- (p) "NESS" means the "New South Wales Energy Savings Scheme", the New South Wales based mandatory energy efficiency scheme, introduced by the New South Wales government in 2009 pursuant to the Electricity Supply Act 1995, the Electricity Supply (General) Regulation 2014 and the Energy Savings Scheme Rule of 2009. The NESS works by establishing a market for tradeable ESCs.
- (q) "Nomination Form" means:
 - (i) in relation to the NESS, the "Energy Saver Nomination" form specified from time to time under the NESS for the Customer to nominate Easy Being Green as the energy saver who is able to create Certificates under the NESS; and
 - (ii) in relation to the VEU, the "VEEC Assignment Form: Building Based Lighting Upgrade (Activity 34) Business and Non-Residential premises" form specified from time to time under the VEU for the Customer to assign to Easy Being Green the right to create Certificates under the VEU.
- (r) "Personal Information" means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, disclosed to or made available to Easy Being Green in the course of or for the purpose of providing the Products and Installing the Products.
- (s) "Post Installation Declaration" means:
 - (i) in relation to the NESS, the "Post Implementation Declaration" form as required under the NESS and in the form specified from time to time under the NESS; and
 - (ii) in relation to the VEU, the "AS/NZS 1680 Compliance Declaration: Building Based Lighting Upgrade (Activity 34)" form as required under the VEU and in the form specified from time to time under the VEU.
- (t) "Premises" mean the Customer's address at which the Products will be Installed, as specified in the Quote.
- (u) "Price" means the total and final cost specified by Easy Being Green for the Products and the Installation of the Products (without the application of any proposed Discount) but subject always to any additional fees and costs charged in accordance with these Terms and Conditions.
- (v) "Products" means any energy efficiency lighting products and associated services specified in the Quote that is or are to be Installed at the Premises.

- (w) "Quote" means the document specifying the Products, the proposed Price of the Products (plus any Discount) and the details of the Installation of the Products given to You by Easy Being Green.
- (x) "Regulator" means:
 - (i) in relation to the NESS, the Independent Pricing and Regulatory Tribunal; and
 - (ii) in relation to the VEU, the Essential Services Commission.
- (y) "Scheme" means either:
 - (i) the NESS; or
 - (ii) the VEU,

as the case may be.

- (z) "VEU" means "Victorian Energy Upgrade program, the Victorian based mandatory energy efficiency scheme, introduced by the Victorian government in 2009 pursuant to the Victorian Energy Efficiency Target Act 2007, the Victorian Energy Efficiency Target Regulations 2008 and the Victorian Energy Efficiency Target (Project Based Activities) Regulations 2017. The VEU works by establishing a market for tradeable VEECs. The VEU Scheme was previously known as the VEET Scheme.
- (aa) VEEC means a "Victorian Energy Efficiency Certificate", being one or more certificates generated from completed and verified energy savings initiatives under the VEU, which are created by an AP and validated by the Regulator prior to registration. The VEECs are made by an AP when energy saving activities are undertaken that improve energy efficiency in a variety of residential, commercial and industrial settings.
- (bb) "You" and "Your" means the Customer identified in the Quote and where the context requires, includes any officer, employee, subcontractor or agent of the Customer.

1.2

In these Terms and Conditions, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of these Terms and Conditions;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document or agreement, including these Terms and Conditions, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (e) a reference to '**A\$**', '**\$A**', '**dollar**' or '**\$**' is a reference to Australian currency;
- (f) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (g) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (h) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable; and

- (i) a reference to any statute or other legislation is to a statute or other legislation as amended or replaced from time to time.

2. Application

- 2.1 These Terms and Conditions apply to all Contracts for the supply of Products and the Installation of Products and related services by Easy Being Green.
- 2.2 Unless otherwise agreed in writing by Easy Being Green, these Terms and Conditions override any negotiations or representations or any other documentation (including any Customer Purchase Order) and together with the Quote represents the entire terms of the agreement between Easy Being Green and the Customer.
- 2.3 No amendment, alteration, waiver or cancellation of any of these Terms and Conditions is binding on Easy Being Green unless agreed in writing by Easy Being Green and signed by an authorised representative, being an employee of Easy Being Green having the title of manager or an officer of Easy Being Green.
- 2.4 You acknowledge that the person accepting the Quote and these Terms and Conditions:
 - (a) is duly authorised by the Customer to do so; and
 - (b) has read or has had the opportunity to read these Terms and Conditions prior to accepting the Quote.
- 2.5 You acknowledge that no officer, employee or agent of Easy Being Green has any right to make any representation, warranty or promise in relation to the Products or the Installation of the Products other than those contained in these Terms and Conditions.
- 2.6 You warrant that:
 - (a) You are either the owner of the Premises or You are authorised by the owner of the Premises to enter into a Contract;
 - (b) neither You nor any prior owner or occupier of the Premises have received any funding from State or Federal Governments to undertake any energy efficient lighting improvements at or to the Premises;
 - (c) in relation to the VEU, the Premises are not registered under the Environmental and Resources Efficiency Plans Program administered by the Victorian Environmental Protection Authority as premises that are ineligible under the VEU or under any similar or replacement scheme or program; and
 - (d) In relation to either:
 - (i) the VEU, the Premises are not “scheduled activity premises” listed on the Essential Services Commission’s Register of Scheduled Activity Premises on the VEU Register under the VEU or under any similar or replacement scheme or program; or
 - (ii) the NESS, no person has previously nominated an “energy saver” for the installation of products similar to the Products at the Premises.
- 2.7 You acknowledge that in the event that the Premises are registered under the Environmental and Resources Efficiency Plans Program administered by the Victorian Environmental Protection Authority as premises that are ineligible under the VEU or under any similar or replacement scheme or program, that notwithstanding any other provision of these Terms and Conditions, no Discount will be applied in relation to the Price of the Installation.
- 2.8 You agree to provide Easy Being Green with all and any information reasonably requested by Easy Being Green or the Regulator relating to:
 - (a) the Premises;

- (b) any energy efficient lighting improvements undertaken at or to the Premises;
- (c) the energy utilised in the provision of lighting at the Premises prior to the provision of the Quote;
- (d) any matter or information requested by a Regulator; and
- (e) any matter or information required by Easy Being Green for the purposes of a Quote or the Contract.

2.9 You warrant that all information that is provided to Easy Being Green in accordance with clause 2.7 or by You in the Nomination Form and the Post Installation Declaration is true and correct.

3. Price

3.1 The Price specified in the Quote may include a proposed Discount which, subject to these Terms and Conditions may amount to an offer to supply the Products and undertake the Installation of the Products free of additional charge to the Customer (other than any additional fees and costs charged in accordance with these Terms and Conditions.). At no stage will the Discount be an amount greater than the Price. When You accept the Quote which includes the proposed Discount You immediately assign to Easy Being Green the right to create, to obtain the benefit of, and the title to any Certificates which arise or are generated as a result of the supply and Installation of the Products under the applicable Scheme.

3.2 In the event that the Price for the Products and their Installation after the application of any proposed Discount is an amount greater than zero, You must pay:

- (a) a deposit in the amount specified in the Quote at or about the time that You sign the Quote; and
- (b) the balance of the Price after the application of the proposed Discount at or prior to completion of the Installation of the Products.

3.3 In the event that the Regulator does not validate the applicable Certificates created by Easy Being Green related to the Products and their Installation for a value equal to or greater than the expected value of the Certificates as represented by the proposed Discount and as specified in the Quote, You must pay the difference between the proposed Discount specified in the Quote and the actual value of the Certificates validated by the Regulator.

3.4 In the event that the Regulator does not validate the applicable Certificates related to the Products and their Installation in the name of Easy Being Green, You must pay the full amount of the Price (without applying any Discount).

3.5 Any extra services or charges which are outside the Quoted Price for the Products and the Installation such as due to addressing any pre-existing faults in the Premises, the Premises not complying with any relevant building regulations or Work, Health and Safety requirements, or where additional work required to be carried out by the Installer including due to such pre-existing faults or caused by any act or omission by You or any third party or in the circumstances set out in clause 5.8 will be charged at Easy Being Green's standard charge rates and must be paid by You in addition to the Price. Easy Being Green will inform You regarding any additional services or charges that may occur or arise during or after the completion of the Installation and such additional works. Such additional charges are payable within 7 days of Easy Being Green invoicing You for such amounts.

4. Cooling Off Period

4.1 A cooling off period of 10 Business Days applies to this Contract, unless a shorter cooling off period is agreed upon by both You and Easy Being Green.

4.2 The cooling off period will begin on the day after the Quote is signed by You.

4.3 You can cancel the Quote at any time during the 10 Business Days cooling off period by giving notice in writing of the cancellation to Easy Being Green, provided such notice is received by Easy Being Green within the 10 Business Day period.

4.4 If Your written cancellation is received by Easy Being Green before the cooling off period expires, the amount of the actual Price paid by You (if any and after allowance for any Discount) will be refunded in full.

4.5 If Your written cancellation is received by Easy Being Green after the cooling off period expires and Easy Being Green still in its absolute discretion accepts the requested cancellation, You will be required to pay a cancellation fee equal to 30 per cent of the projected Price (but excluding any Discount) of the Contract

plus the cost of the Products that have already been ordered by Easy Being Green as at the date of cancellation.

4.6

If a deposit is paid, no refund of the deposit will be made if You purport to cancel the Contract after the expiration of the cooling off period.

5. Installation

- 5.1 You authorise Easy Being Green or its nominated Installer to Install the Products at the Premises.
- 5.2 The Installation Date will be the date notified by Easy Being Green in consultation with You as may be updated by Easy Being Green from time to time.
- 5.3 You may request a change to the Installation Date and Easy Being Green will use its reasonable endeavours to accommodate any requested change to the Installation Date.
- 5.4 All Installations will be undertaken in accordance with applicable Australian Standards.
- 5.5 Easy Being Green or its nominated Installer will attempt to make contact with You before the Installation Date to remind You of the Installation Date appointment. You must ensure You or Your authorized person is present at the Premises on the Installation Date and during the Installation to allow access and signing the Nomination Form (if not previously executed) and the Post Installation Declaration upon completion of the Installation. If Easy Being Green or its nominated Installer is unable to Install the Products on the nominated Installation Date, for whatever reason, then a new Installation Date will be arranged with You.
- 5.6 Easy Being Green's Installers work under applicable Work Health and Safety legislation and guidelines. They may refuse to start or continue any Installation if they perceive a Work Health and Safety risk exists.
- 5.7 Reasonable care will be taken when Installing the Products at the Premises and work shall be carried out in accordance with applicable Australian Standards. You warrant that the Premises are suitable to accommodate the Products and the Installation of the Products.
- 5.8 Due to the nature of services provided, it may be necessary to create access in ceilings to allow the Installation of the Products. Easy Being Green or its nominated Installer will endeavour to inform You if this is necessary and You agree to authorise Easy Being Green or its nominated Installer to prepare such access. If Easy Being Green or its nominated Installer identify any pre-existing damage or faults in the electrical wiring or the light fittings, they will advise You and propose the cost of repair and any other possible costs or charges that may be incurred. You agree that it is Your responsibility to repair surfaces through painting or plastering after the completion of the Installation.
- 5.9 Easy Being Green will not be responsible for any damage that arises due to the Installation process which are as a result of any pre-existing condition at the Premises or for any consequential damage in or to the Premises other than damage arising directly from the gross negligence or wilful misconduct of Easy Being Green, its employees or agents. You agree to be responsible for and pay any extra charges that may arise in order to fix the damage and Install the Products (other than that caused by the gross negligence or wilful misconduct of Easy Being Green, its employees or agents).
- 5.10 Where:
- (a) The Contract is entered into in New South Wales in relation to the NESS, You agree to execute the Nomination Form at or prior to the commencement of the Installation;
 - (b) the Contract is entered into in Victoria in relation to the VEU, You agree to execute the Nomination Form immediately after the Installation; and
 - (c) the Contract is entered into under either Scheme, You agree to execute the Post Installation Declaration immediately after the Installation.
- 5.11 In signing the Nomination Form, You agree to assign to Easy Being Green the right to create Certificates arising from the Installation of the Products as set out in the Nomination Form.
- 5.12 You consent to Easy Being Green undertaking a visit to the Premises after the Installation to perform quality assurance and/or technical monitoring of the Products and Installation to ascertain whether it complies with Easy Being Green government and/or applicable Australian Standards.

6. Title

- 6.1 Easy Being Green shall retain title to the Products until the latter of:

- (a) Installation of the Products at the Premises;
- (b) You sign and deliver to Easy Being Green each of the applicable Nomination Form and the applicable Post Installation Declaration;
- (c) Easy Being Green has the applicable Certificates validated by the Regulator and registered to it under the applicable Scheme;
- (d) In the event that the Regulator validates the applicable Certificates related to the Products and their Installation and they are registered in the name of Easy Being Green under the applicable Scheme for a value equal to or greater than the expected value of the Certificate as represented by the proposed Discount, Easy Being Green receives from You the full amount of the Price (less the Discount) as cleared funds;
- (e) In the event that the Regulator does not validate the applicable Certificates related to the Products and their Installation and they are not registered in the name of Easy Being Green under the applicable Scheme for a value equal to or greater than the expected value of the Certificate as represented by the proposed Discount, Easy Being Green receives from You the difference between the Discount and the actual value of the Certificates validated by the Regulator;
- (f) In the event that the Regulator does not validate the applicable Certificates related to the Products and their Installation and they are not registered in the name of Easy Being Green under the applicable Scheme, Easy Being Green receives from You the full amount of the Price.

6.2 You agree that, in the event that the Price is not paid and title has not passed, Easy Being Green may enter the Premises to recover possession of the Products.

7. Risk

7.1 You shall assume the risk in the Products upon delivery of the Products to the Premises.

8. Warranties

8.1 All Products supplied are covered by such warranties as are specified by the manufacturer of the Products and supplied subject to the product standards detailed by the manufacturer. Easy Being Green makes no other warranties in relation to the Products.

8.2 On discovery of any defect in the Products, You must immediately notify Easy Being Green in writing of such defect.

8.3 A 12 month workmanship warranty is provided for all Installation work in relation to the Products (but not the Products themselves). This warranty only applies where the Product is used according to manufacturer's directions of use and the Product is not damaged by You or a third party including as a result of interference, negligence, wilful damage or damage from inclement weather or natural disaster.

8.4 If You wish to make a claim on a warranty then You will need to do so during the applicable warranty period. You are responsible for any costs incurred in removing and returning any components of the Products to the manufacturer under the warranty.

8.5 To the extent permitted by law, all conditions, warranties and other terms implied by statute, custom or the common law including but not limited to any implied warranty of merchantability or fitness for a particular purpose are excluded.

8.6 The value and amount of any energy savings or costs savings arising from the Installation of the Products (including those specified in any Quote) are estimates only and are based on a number of assumptions (including financial and market ones that may or may not be achieved for a variety of reasons) and are inherently uncertain and actual results may differ. Easy Being Green gives no representation, warranty or promise as to the reasonableness or accuracy or whether such savings can or will be achieved or will

occur and You must undertake Your own due diligence to satisfy Yourself in respect of all commercial issues involving any information provided. Actual future results and operations could vary materially from the estimates provided.

8.7 To the extent that You acquire goods or services from Easy Being Green as a consumer within the meaning of the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010 (Australian Consumer Law)*, You may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement.

8.8 Nothing in this clause 8 operates to exclude, restrict or modify the application of any condition, warranty or provision implied by law, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would.

- (a) contravene that statute;
- (b) cause any term of the Contract to be void,

(Non-excludable Obligation).

8.9 To the extent permitted by law, Easy Being Green's liability in respect of Non-excludable Obligations is limited to:

- (a) the repair or, if necessary, the replacement of the Product; and
- (b) the supplying again of any services supplied under the Contract.

9. Indemnity and Liability Waiver

9.1 You agree to indemnify and keep indemnified Easy Being Green, its employees, directors, officers and agents (including any nominated Installer, its employees, directors, officers and agents) against any and all claims, loss, damage, costs or expense of whatever kind or nature incurred by Easy Being Green arising from or in connection with:

- (a) any breach of contract, breach of warranty, negligence, default or wilful act or omission by You or any third party on Your behalf in carrying out or failing to carry out Your obligations under the Contract or caused by any person at the Premises;
- (b) any personal injury to or death of any person;
- (c) any loss of or damage to any tangible property.

9.2 Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or imposed by custom, under the general law or by statute are expressly excluded under these Terms and Conditions.

9.3 To the extent permitted by law neither Easy Being Green nor any of its employees, directors, officers and agents (including any nominated Installer, its employees, directors, officers and agents) shall be liable for any claims, loss, damages, costs or expense incurred by You, Your employees, directors, officers or agents as a result of Easy Being Green, its employees, directors, officers and agents (including any nominated Installer, its employees, directors, officers and agents) carrying out its or their obligations under the Quote or a Contract or of and incidental to the supply and Installation of the Products or the provision of any additional services except where that claim, loss, damage, costs or expense arises as a direct result of the gross negligence or wilful default on the part of Easy Being Green.

9.4 Neither Easy Being Green nor any of its employees, directors, officers and agents (including any nominated Installer, its employees, directors, officers and agents) will be liable to You for any consequential or indirect losses of any nature no matter how caused, or any special or punitive damages, or for any loss caused by or relating to or in connection with, including but not limited to, business interruption, loss of profits, loss of revenue, loss of goodwill, loss of business reputation, loss of or failure to realise anticipated savings or benefits, downtime costs, denial of opportunity, increased costs, loss of or

corruption of data, loss of access to markets, loss under or in relation to any other contract or any other similar loss even if such losses were foreseeable. This subclause applies notwithstanding any other provision of the Contract.

9.5 To the fullest extent permitted by law and except where otherwise provided in these Terms and Conditions, neither Easy Being Green nor any of its employees, directors, officers and agents (including any nominated Installer, its employees, directors, officers and agents) will be liable to You for any loss, cost, damage or expense incurred by You whatsoever or howsoever caused (including but not limited to property damage or personal injury) with respect to the negligent acts, omissions or representations of any contractors or Installers appointed by Easy Being Green.

9.6 Easy Being Green excludes all liability (including liability for negligence) for all expenses, losses, damages or costs to the extent that such expenses, losses, damages or costs are caused or contributed to by You, or any of Your officers, employees, subcontractors or agents or any third parties at the Premises.

9.7 Subject to any other provisions in this clause 9, Easy Being Green's total cumulative liability under or in any way connected with a Quote, these Terms and Conditions, the Contract, the supply of the Products, the Installation of the Products or the provision of any other services (including liability arising as a result of the negligence of Easy Being Green or any third party or under an indemnity or for breach of warranty) is limited to:

- (a) In the case of the Products, any manufacturer's warranty given in relation to the Products; and
- (b) In the case of the Installation of the Products and any other services provided, the amount paid by You for the Installation of the Products or the provision of such other services.

10. Postponement

10.1 If You postpone the scheduled time of the Installation within 24 hours of the scheduled time, Easy Being Green reserves the right to charge a minimum postponement or cancellation fee of \$99 (including GST).

11. Force Majeure

11.1 Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement if that failure or delay is due to a Force Majeure Event.

11.2 This clause 11 does not apply to any obligation to pay money.

12. Privacy Consent:

12.1. You warrant that You have obtained all necessary consents from the persons whose Personal Information is disclosed by You to Easy Being Green under a Quote or a Contract or in the course of Easy Being Green performing the Contract to use such Personal information in accordance with these Terms and Conditions

12.2 You consent to Easy Being Green:

- (a) using the Personal Information and sharing the Personal Information provided by You with any of Easy Being Green's dealers, manufacturers, suppliers and contractors for purposes related to the purchase, supply and Installation, of Products;
- (b) contacting You or the person whose Personal Information has been provided with future offers and potential discounts which You or the subject of the Personal Information may opt out of at any time;
- (c) disclosing the Personal information to third parties who may contact You or the person whose Personal Information has been provided with future offers and potential discounts which You or the subject of the Personal Information may opt out of at any time.

13. Default

- 13.1 You will be in default of the Contract if:
- (a) You are late in paying any amount due under the Contract; or
 - (b) You breach any provision of the Contract; or
 - (c) You give misleading or untrue information in relation to the Contract, the Nomination Form or the Post Installation Declaration.
- 13.2 If You do not remedy any default within 14 days of written notice thereof from Easy Being Green, the balance of the Price (i.e. not inclusive of any Discount) and any other amounts You owe under the Contract shall immediately become due and payable to Easy Being Green.
- 13.3 In the event of You being in default of the Contract You must pay Easy Being Green any expenses (including legal expenses) it reasonably incurs in enforcing this Quote and the Contract.
- 13.4 Easy Being Green reserves the right to charge interest on any overdue payment at the rate of 7% per annum calculated daily from the due date that it fell due until the date of actual payment.

14. Termination

- 14.1 Easy Being Green may terminate a Contract or withdraw a Quote:
- (a) At its convenience on written notice to You at any time prior to the date of commencement of the Installation;
 - (b) After the date of commencement of the Installation, on 48 hours written notice to You;
 - (c) Immediately if any event of default specified in clause 13.1 occurs and You do not remedy such default within 14 days of written notice thereof from Easy Being Green;
 - (d) Immediately if You enter into any form of insolvency administration.
- 14.2 In the event of termination under:
- (a) Clause 14.1(a), Easy Being Green will refund to You any deposit paid by You;
 - (b) Clause 14.1(b), You will pay to Easy Being Green a pro rated amount representing the value of the Products Installed at the Premises and the proportion of the Installation and services performed;
 - (c) Clauses 14.1(c) and 14.1(d), You will pay to Easy Being Green the full Price (i.e. not including any Discount).
- 14.3 Termination of a Contract or withdrawal of a Quote will not relieve You of any of Your obligations under the Contract or Quote.

15. Resolution of Disputes

Should a dispute arise concerning the rights and obligations between the parties under a Contract, the parties through their respective Chief Executive Officers (or their nominated representatives who have the authority to bind that party) where the relevant parties are a company or business shall first attempt to resolve the dispute through negotiation within seven (7) days of one party serving a Notice of Dispute on the other party. If the dispute is not resolved within that period of seven (7) days, then the parties agree to submit the dispute to mediation, with the mediator to be agreed between the parties within a further seven (7) days and failing agreement within that period as to who shall be the mediator, the mediator nominated by the President for the time being of the Law Institute of Victoria (or the President's nominee). Alternatively, the parties may agree on some other form of dispute resolution. The parties agree to act in good faith to resolve any dispute. The parties may not commence litigation without first exhausting their rights and obligations under this clause, other than where the other party fails or refuses to participate in the negotiation or the mediation within the prescribed time limits.

16. General

- 16.1 Each party must do all acts, matters and things and sign all further documents reasonably necessary to give full effect to the Contract. A party must not do anything which might prevent full effect being given to the Contract.
- 16.2 If any part or parts of these Terms and Conditions or a Contract is or becomes invalid or unenforceable then the other part or parts will continue to be valid and enforceable and the invalid or enforceable part or parts will be severed or modified accordingly.
- 16.3 The Quote and these Terms and Conditions constitutes the entire agreement between the parties about its subject matter and supersedes all previous negotiations, arrangements, understandings and agreements between them on that subject matter. Without limiting the aforesaid, the Customer acknowledges that in entering into a Contract, the Customer:
- (a) has not relied on any representation made (including, to avoid doubt, any written, oral or electronic specifications, diagrams or other materials) or conduct engaged in by Easy Being Green or any person on behalf of Easy Being Green other than the statements set out in the Contract;
 - (b) was not influenced or induced to enter into the Contract by any statement or conduct of the type referred to in paragraph (a);
 - (c) without limiting paragraphs (a) and (b) above, has had an opportunity to independently verify the accuracy of any representation by Easy Being Green not expressly set out in the Contract; and
 - (d) acknowledges that Easy Being Green has issued the Quote and entered into the Contract on the basis:
 - (i) of the warranties given by the Customer; and
 - (ii) that the assumptions contained in the Quote are correct.
 - (e) Any amendment to a Contract must be in writing and signed by the parties.
 - (f) The waiver of any rights under the Contract must be in writing and signed by the party granting the waiver.

17. Payment Methods

- 17.1 Payment can be made by either credit card (please call the Easy Being Green contact centre) or by EFT using the bank account details provided by Easy Being Green on the invoice or Quote. Please use the Quote form reference number as part of the EFT reference number:
- 17.2 If paying by EFT, please email remittance of the payment to Easy Being Green's finance department: accounts@easybeinggreen.com.au

18. Contact Details

If You have any issues or concerns, please contact the Easy Being Green contact centre on **1300 994 929** between 9am and 5pm Monday to Friday.