Sales Agreement - Design & Construct Contract

Parties

Customer (ABN) **("Buyer")** (ABN 39 616 409 584)

Kuga Australia Pty Ltd **(“Supplier”)**

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Parties

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Terms and Conditions

Signing of the order form is evidence of your intention to be bound by this agreement. Such signing includes signing by the owner, operator, authorised person, landlord, or tenant of company or businesses, and you warrant that any such signature is binding on you.

Without prejudice to any other rights or remedy, we may terminate this agreement with you if you are in breach of any of these terms and conditions, and you may terminate if we are in material breach of these terms and conditions.

'This agreement' or 'the agreement' means and includes these provisions, and any and all documents referenced in it and attached to it and/or provided to you in relation to it, including most recent quote, and technical documents.

Definitions

The following words have the following meanings:

- **"Buyer"** refers to specified Company Name in BusinessDetails on Page 2 of the Agreement.
- **"DNSP"** means the Distributed Network Service Provider.
- **"Supplier"** means Kuga Australia Pty Ltd trading as Kuga Energy and any of its related entities.
- **"Authorised person"** means any representative, associate, officer, employee, agent, or subcontractor.
- **"Goods"** means any or all of the products supplied by Kuga Energy.
- **"Services"** means any or all of their installation services provided by Kuga Energy.
- **"Price"** means the price payable for the goods and/or services as set out in the agreement.
- **"Deposit"** means the amount specified as such in the agreement subject to any adjustment to this amount in accordance with clause 7.
- **"Grid connection approval"** means approval from your electricity distributor for the connection of the system to the electricity grid at the premise.
- **"Premises"** means the premise at the address specified in the agreement.
- **"STC"** means a Small-Scale Technology Certificate created under Renewable Energy (Electricity) Act 2000.
- **"STC incentive"** means the amount specified as such in the agreement.
- **"LGC"** means Large-Scale Generation Certificates.

1. When does this agreement start and end?

This agreement starts when you accept our offer set out in the agreement, which you can do by:

1.1

(a) Signing and posting or delivering the agreement to our address as set out in the agreement.

(b) Signing, scanning, and emailing the agreement to our email address as set out in the agreement.

(c) Signing electronically and sending the agreement to our email address as set out in the agreement.

This agreement ends when we have finished installing and commissioning the system, the subject of this agreement ('system'), unless we or you end it earlier in accordance with its terms.

1.2

If we have delivered and installed the system, then after the agreement ends the guarantees and related terms in clause 8 will

1.3 continue for the Guarantee Period.

2. Scope of Works and Project Coverage

The full scope of works, inclusions, exclusions and specifications for this project are detailed in Contract Particulars Schedule 3.

2.1 In the event of any discrepancies, the details outlined in Schedule 3 shall take precedence, unless otherwise agreed in writing by both parties.

2.2

3. Accessing the Premises and Installation Charges

You grant us permission to enter and remain at the Premises, and to have our contractors enter and remain at the premises, to:

3.1

(a) Conduct one or more site inspections, if we think this is necessary.

(b) Deliver and install the system.

At any reasonable time, provided we give you at least 3 business days' notice of the proposed access time.

You or your representative must be present at the premises for any site inspection and for the delivery and installation of the system.

3.2

You must:

3.3

(a) Ensure we and our contractors have convenient and safe access to all parts of the premises necessary to conduct any required site inspections or to deliver and install the System.

(b) Not hinder or obstruct this access, and

(c) Ensure the premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System.

(d) Before the installation commences, Kuga Energy may carry out an engineering assessment and/or report to assess, among any other matters it decides are appropriate, the solar panel load on the roof. The cost may be included in this agreement. However, any alterations required by the engineer's report are at the customer's cost. If the engineer's report finds that the roof cannot bear the load of the system, this agreement will be cancelled and the fee payable to Kuga Energy is $7,000 excluding GST. If the engineer’s report finds a solar system can be installed, the solar system size or location can be changed to comply to the report. The change in solar system size or location does not mean this agreement can be cancelled.

You acknowledge that we may determine, in our sole and absolute discretion, that additional or different installation charges, proportionate to the relevant circumstance, may be applicable if, because:

3.4

(a) Of the special nature of the premises.

(b) Any changes have occurred at the premises since the site inspection.

(c) Any circumstances are revealed to be contrary to your representations; or

(d) For technical reasons, the chosen system may not be able to be installed, or the physical installation of the goods presents us with complexities or difficulties.

You acknowledge that for reasons and circumstances such as those set out in clause 4 or similar reasons, it is possible that we may need to withdraw our quote and/or terminate this agreement, in which case we will inform you and use reasonable endeavours to assist you with an alternative.

3.5

3.6 You acknowledge that you are responsible for the state and condition of the electrical wiring and any shortfall in the cost of compliance with standards applicable to the successful and approved installation of the goods shall be borne by you.

3.7 If the site inspection has been conducted and additional charges have been identified, we will advise you of relevant charges by notice in writing, and you may either proceed by paying us the relevant charges at the time of installation or you may cancel this agreement on notice in writing to us within 5 business days from the date you received notice of the relevant charges from us and before the installation commences.

4. Cancellation

We may cancel this agreement at any time if we consider that you fail to comply with this agreement.

4.1 If we cancel this agreement because we consider you have failed to comply with this agreement:

4.2

(a) Buyer to pay any associated costs (including, but not limited to, legal costs on a solicitor and own client basis)

(b) Any payment made is not refundable and will not be offset or clawed back.

(c) Any outstanding invoices must be paid in full and will not be offset or clawed back.

(d) If additional expenses have been incurred under this agreement, the Supplier will charge the Buyer cost plus 20% margin.

If you cancel this agreement for any reason:

4.3

(a) Any payment made is not refundable and will not be offset or clawed back.

(b) Any outstanding invoices must be paid in full and will not be offset or clawed back.

(c) If additional expenses have been incurred under this agreement, the Supplier will charge the Buyer cost plus 20% margin.

4.4 You may not cancel or otherwise terminate this agreement or revoke any authority given under it once the work has commenced onsite.

5. Availability and Supply of Goods

5.1 If at the time of this agreement the goods are not available, they will be supplied by us when available, and we will not be liable to you to make good any damage or loss whether arising directly or indirectly as a result of any insuring delay in the supply and installation of the goods.

5.2 You expressly acknowledge that our agreement to supply and install the goods in consideration of the payment amount or discounted upfront amount and the relevant charges, as applicable, any STC credits amount to us has been determined on the basis of bulk orders being made by multiple customers.

5.3 You further acknowledge that delays may be caused as a result of the necessary time which may have to be taken by us or contractors in performing site assessments

5.4 Time will not be of the essence for any supply and installation, and any times or periods quoted or indicated for supply and installation of the goods are estimates only, imposing no contractual obligations.

5.5 We shall not be liable to you to make good any damage or loss whether arising directly or indirectly of the delay in supply and installation.

You expressly acknowledge that if the goods described are not able to be produced, we may at our discretion substitute the goods for goods of equal or better commercial value and quality.

5.6

6. Approvals - Grid Connection Approval and Meter Installation and Other Approval

We will apply for Grid Connection Approval on your behalf. In doing this, we will:

6.1 (a) Assess the Premises

(b) Keep you updated on the progress of the application.

(c) Respond, within a reasonable timeframe, to any information or other requests from the distributor; and

(d) Promptly give you notice of the outcome of the application.

The distributor will approve or request alterations that the solar system must comply with. Any distributor requests to alter or comply will need to be paid by the customer..

6.2

(a) The timing of any approval or request by the distributor in respect of alterations is not within the control of Kuga Energy and will not be a basis for cancellation.

You are responsible for applying for and obtaining any other approvals, permits or consents required in respect of the installation of the System at the Premises

6.3

You must apply for these approvals, permits and consents as soon as possible.

6.4 The sale and installation of the System, and your and our other obligations under this agreement, are not dependent on and will not be affected by whether and when you obtain these approvals, permits and consents.

6.5

We (if we install the System) or our contractor (if we procure a contractor to install the System) must:

6.6 (a) Be a SAA-Accredited Installer; and

(b) Install the System in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to SAA-Accredited Installers.

(c) Once installation is complete, a power quality test may need to be conducted by a qualified company. Kuga Energy will pay for the test and make sure the solar system complies. However, if the power quality fails due to anything other than the solar system the subject of this agreement, any rectification will be at the cost of the customer.

After installation of the System, we will give you any certificate or similar document regarding the electrical safety of the System which is required by law.

6.7

We will take every reasonable precaution in installing the System at the Premises However, we will not be liable in respect of:

6.8 (a) The structural integrity of the roof.

(b) The roof's ability to carry the weight of the System.

(c) Any effect installation of the System has on any roof manufacturer's warranty; or

(d) Any damage to the roof or Premises that is pre-existing before the installation of the Services

7. Security Payment and Payment

You expressly acknowledge that the payment amount and security deposit have been calculated on the basis of certain discounted and government rebates, and that we may change these amounts as a result of changes to these discounted offers or rebates. These changes may result in you not being eligible to receive Renewable Energy Certificates in the expected quantity, or at

7.1

all. Unless otherwise stated in these terms and conditions, an Electrical Safety Certificate will be provided only after full payment of the price of your installation.

In the case of late payment, we may charge 10% per annum of the price, calculated and payable daily, compounded from the due date until payment is made in full, as well as full costs of obtaining payment from you, including collection, legal, and administrative costs.

Title of any goods provided or installed under these terms and conditions passes to you only upon full payment and you charge such goods and installations as our security for such payment.

You agree that we have a right to enter the premises to recover goods or installations where payment has not been recovered in accordance with these terms and conditions and you appoint us as your attorney, effective upon any default by you, to do all acts and sign all documents necessary for us to enforce our rights under these terms and conditions.

7.2 Payment shall be made via direct deposit to the bank account details specified on the tax invoice. The Buyer may be required to complete an onboarding process to enhance payment security.

For new Buyers, an initial nominal payment not exceeding $50.00 must be remitted as the first transaction. Upon receipt and confirmation of this nominal payment via email, the Buyer shall proceed with the payment of the Contract Execution Sum, less the nominal payment already made.

7.3 Kuga Energy must provide you with the Maintenance Documents. It is your responsibility to maintain the System in accordance with these documents.

8. Dilapidation Report and Roof Condition

8.1 Prior to the commencement of the installation, the Supplier shall conduct a dilapidation report of the roof and other relevant areas of the Site. This report shall document the existing condition of the roof and any pre-existing damage

8.2 The buyer acknowledges that reasonable wear and tear is to be expected during the installation process. The Supplier shall not be held liable for such wear and tear, provided it does not affect the structural integrity or functionality of the roof.

8.3 In the event that any dents or damage are caused to the roof because of the installation, the Supplier agrees to rectify such damage by placing flashing tape over the affected areas. This rectification shall be carried out promptly and to a standard that ensures the roof remains weatherproof and functional. The roof sheet will not be replaced if dints or cracks occur during the installation.

9. Quality

The Supplier must in carrying out the Supplier's Activities:

9.1

(a) use workmanship of the standard prescribed in the Contract, or to the extent it is not so prescribed, a standard consistent with Good Industry Practice; and

(b) use materials which comply with the requirements of the Contract or if not fully described in the Contract, are new and fit for their intended purpose and consistent with the nature and character of the System.

(c) If the buyer has specific quality, workmanship or specifications it will be charged as a variation if not listed in the inclusions in Appendix 1.

If any defect reported or raised, the Supplier must correct the Defect:

9.2

(a) investigate the defect report

(b) rectify within the time mutually agreed by both parties

(c) if after Completion, at times and in a manner which cause as little inconvenience to the users of the System as is reasonably possible.

(d) There shall be no right of offset under this Agreement. Any claims related to defects or deficiencies in performance shall not be used to offset or withhold payment of any amounts due and payable under this Agreement.

10. System Performance, STCs and Assignment of STCs to Kuga Energy

We have calculated the Site-Specific Performance Estimate for the System and your Premises

10.1 We are not liable for compensation for the systems not performing.

10.2 (a) The maximum quantity of STCs that can be created in respect of the System under law, taking into account the Site-Specific Performance Estimate; and

(b) The monetary value of that quantity of STCs and deducted the STC Incentive from the System Price.

You hereby assign to us all of your existing and future rights, title, and interest in and to all STCs created or able to be created in respect of the System.

10.4

You must do anything we reasonably request of you for the purpose of perfecting, confirming, or evidencing this assignment, including providing information and executing documents.

10.5

You warrant to us, when you accept the offer set out in the agreement and again, on installation of the System, that, you have not previously created, or assigned the right to create, any STCs in respect of the System or any other solar photovoltaic generating unit at the Premises

10.6

If you do anything that:

10.7 (a) Obstructs or avoids the assignment under clause 2;

(b) Reduces the maximum quantity of STCs that can be created in respect of the System; or

(c) Renders the System ineligible for the creation of STCs,

then we can increase the price by the amount of the STC Incentive, and you must pay us the STC Incentive within 10 Business Days of us invoicing you for it.

You cannot end the agreement as a result of a price increase or refuse to accept it.

10.8 The Supplier and Buyer are required to exchange invoices for the STC value. If the Buyer doesn't provide a STC exchange tax invoice by the requested date, the Supplier can issue a Recipient-created tax invoice.

10.9

11. Workmanship & Performance Guarantees

Subject to clause 11.2, Kuga Energy will provide a 5-year (Performance Guarantee Period) whole of system warranty on operation and performance.

11.1

The Performance Guarantee period is 5 years commencing on the date the system in installed, and we will rectify any site of system performance shortfall, fault or defect notified to us within the performance guarantee period, within reasonable timeframe at no cost to you.

The buyer has been provided a site specific production report based on the As-Built construction drawings, which contains the performance estimate for year 1. If during normal operation over the performance guarantee period the generated energy yield and system performance is less than 100% of the projected performance as detailed in the production reports, Kuga Energy will

troubleshoot , report , and rectify the performance to 100% of the projected performance less any product degradation (per manufacturer's warranty), irradiance factor , poor weather or system outages.

Kuga Energy will not provide any compensation relating to system.

The workmanship warranty is 10 years (Guarantee Period) commencing on the date the system is installed, and we will rectify any workmanship fault or defect notified to us within the Guarantee Period within a reasonable timeframe at no cost to the buyer.

11.2 The guarantee or warranty in clause 9.1 will not apply where:

(a) The fault or defect is not notified to us within the Guarantee or Warranty Period; or

(b) The fault or defect is a result of:

(i) Something done by you or someone else, and not us or our contractors; or
(ii) Something beyond human control that occurred after installation , e.g., an extreme weather event, irradiance impact on performance , or soiling .
(iii) The System being misused, abused, neglected , or damaged after installation .
(iv) The System not being maintained other than in accordance with the Maintenance Documents and manufacturer's manuals.
(v) The System being repaired, modified , reinstalled, or repositioned by anyone other than a service technician approved by us in writing .

11.3 The guarantee in clause 11.1 is additional to any other guarantee or warranty you may have:

(a) From the manufacturer of the System; or

(b) Under any applicable law, including the Australian Consumer Law, although these other guarantees and warranties may not cover labor costs, travel costs, and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case and tell you the costs payable. The costs will be payable in advance.

11.4 Kuga Energy provides a 5-year whole of system warranty on operation , products . However, beyond this five years, the manufacturer's warranty and guarantee responsibilities of the products remain solely with the manufacturer .

12. General

12.1 If you:

(a) Fail to pay any amount when due; or

(b) Fail to perform your obligations in clause 12.2,

then we may suspend our performance of this agreement with immediate effect and will give you a notice asking you to make the required payment or perform the required obligation .

12.2 If you fail to make the required payment or perform the required obligation within one week after the date of our notice , then we may end this agreement immediately by notice to you .

12.3 If we end this agreement under clause 12.2, you must pay us any costs we incur as a result of ending the agreement, and any costs we have already incurred in respect of the delivery or installation of the System.

12.4 Neither party can assign its rights or novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.

12.5 We may sub-contract any of our obligations under this agreement to a third party , provided that:

(a) If we sub-contract any obligations:

(i) Something done by you or someone else, and not us or our contractors; or

(ii) Something beyond human control that occurred after installation, e.g., an extreme weather event, irradiance impact on performance, or soiling.

(iii) The System being misused, abused, neglected, or damaged after installation.

(iv) The System not being maintained other than in accordance with the Maintenance Documents and manufacturer's manuals.

12.6 Any other rights or warranties or the like are excluded from these terms and conditions to the extent permitted by law, and to the extent, all implied warranties are excluded, and our obligations are otherwise limited, at our option, to the cost of repair or replacement of the system or a faulty component of the system.

12.7 Kuga Energy accepts no liability or responsibility in respect of Feed-in Tariff.

12.8 Kuga Energy will not be responsible for any additional cost to be incurred in respect of meter upgrade if needed.

12.9 You agree that any term of this agreement is not to be interpreted against a party solely because it proffered that term.

12.10 Any delays caused due to Buyer activities for over an hour will come as a variation.

12.11 Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary licence), performing failures of parties outside our control, wars, insurrections, and/or any other cause beyond reasonable control of the party whose performance is affected. This cost and risk of that connection and installation are not included in any way in this agreement.

12.12 This Agreement can only be amended in writing signed by both parties. You acknowledge that this agreement contains the entire agreement between the parties as to its subject matter and that you have had the opportunity to obtain independent legal advice in respect of this agreement and its effect.

12.13 Kuga Energy will comply with the Modern Slavery Act 2018 (Cth) by assessing and addressing modern slavery risks in its operations and supply chains. We commit to due diligence, supplier engagement, and ongoing improvements to uphold ethical and responsible business practices.

Schedule 1 CONTRACT PARTICULARS

1.1	**Supplier Name**	**KUGA Australia Pty Ltd ABN 39 616 409 584**
1.2	**Buyer Name**	
1.3	**Total Gross Price (exc GST)**	

1.4	**STCs (exc GST)**	
1.5	**Total Net Price (exc GST)**	
1.6	**Site**	
1.7	**Supplier' Representative**	Name: John Kurta Position: Email: j.kurta@kuga.energy Phone
1.8	**Buyer's Representative**	Name: Position: Email: Phone
1.9	**System**	The System is detailed in Schedule 2
1.10	**RISK, INSURANCE AND LIABILITY** **Insurance Policies Required to be Affected by the Supplier**	**Public Liability Insurance** Amount of Cover: $20,000,000 in respect of any one occurrence and in the aggregate. **Workers Compensation Insurance** As required by Statutory Requirements.
1.11	**PAYMENT** **Times for Submission of Payment Claims by the Supplier to Contract Administrator**	On completion of each milestone at each Site, the Supplier may submit a payment claim for following amount of the Contract Price:

Milestone	Payment claim (ex GST)
1. Contract award – 25%	

	2. Structural Assessmentand Design – 25% 3. Site Mobilisation – 35% 4. Handover of CES– 10% 5. Final Handover – 5% 6. STC STCAssignment form to be signed by the buyer and STC invoices to be exchanged.	
	Total	

1.12	**Time for Payment by Buyer following Receipt of a Payment Claim**	14 days
1.13	**DELIVERY** **Earliest Date when System may be Delivered to the Delivery Point**	As directed by the Buyer provided it is no earlier than Site accessapproval
1.14	**NOTIFICATION OF CLAIMS** **Addressfor Service**	

Buyer	
Contact	
Email	
Phone	
Address	

Supplier	
Contact	John Kurta
Email	j.kurta@kuga.energy
Phone	0433 239 898
Address	Unit 1/4 Bridge Road Keysborough VIC 3173, Australia

Schedule 2 SYSTEMDETAILS

2.1	**Solar Panel brand, model and quantity**	As directed by the Buyer provided it is no earlier than Site accessapproval
2.2	**Inverter brand, model and quantity**	
2.3	**Mount system**	
2.4	**Mounting type**	

Schedule 3 INCLUSIONS AND EXCLUSIONS

3.1	**Included**	
3.2	**Excluded**	

Agreement Execution

Executed as an Agreement

<company name> ABN <xx xxx xxx xxx>

Signature of authorised personnel

Name of authorised personnel in full

Position of authorised personnel

Signed for and on behalf of **KUGA Australia Pty Ltd ABN 39 616 409 584** by its authorised personnel in the presence of:

Signature of authorised personnel

Name of authorised personnel in full

Position of authorised personnel

Schedule 4 Photos

4.1 MSB connection point

4.2 Location of inverter, network protection unit or Battery
4.3 Site access
4.4 Electricity bill (front)
4.5