

ATTACHED TERMS TO THE CONTRACT FOR THE PURCHASE OF UPGRADE EQUIPMENT

GENERAL TERMS

PART A: PURCHASE OF UPGRADE EQUIPMENT

1 OWNERSHIP

- 1.1 You agree that We own all the Upgrade Equipment until:
 - (a) You have paid the Purchase Price for the Upgrade Equipment in full; and
 - (b) We have installed the Upgrade Equipment at the Property.
- 1.2 Your ownership of the Upgrade Equipment does not extend to the Solar Equipment. You agree that Vector Limited owns all the Solar Equipment until it provides notice to You in accordance with Your Future of Energy Competition Contract that title and risk in the Solar Equipment has passed to You.
- 1.3 For the avoidance of doubt, the terms and conditions of Your Future of Energy Competition Contract with Vector Limited relating to the inverter provided under that contract will no longer apply, and You agree that We may, if that inverter has already been installed, remove it from the Property as part of the installation of the Upgrade Equipment.

2 YOUR FUTURE OF ENERGY COMPETITION CONTRACT WITH US

- 2.1 If Vector Limited is entitled to end Your Future of Energy Competition Contract for any reason, and Vector Limited chooses to end that contract, We will remove the below components of the Solar Equipment from the Property:
 - (a) the [] Trina Honey 250 Wp rated capacity solar panels from Trina Solar and associated roof mounting equipment that will attach the solar panels to the underlying substructure of the roof at the Property; and
 - (b) the Daily Cycle Tesla Powerwall battery with a nameplate rated capacity of 6.4 kWh and associated components (Tesla Battery).
- 2.2 The terms and conditions of this contract will continue to bind both You and Us regardless of the end of Your Future of Energy Competition Contract with Vector Limited.

3 PAYMENT

- 3.1 Before installing the Upgrade Equipment, You will pay Us the Purchase Price. You acknowledge that We are not required to provide or install the Upgrade Equipment until You pay the Purchase Price in full.
- 3.2 We will send You a Tax Invoice in relation to the Purchase Price before We install the Upgrade Equipment at the Property. The due date for payment will be 10 Working Days after the date of the Tax Invoice.
- 3.3 Once You have paid the Purchase Price to Us, We will arrange a suitable time with You to access the Property in order to install the Upgrade Equipment as set out in Part B.
- 3.4 If You do not pay the amounts set out in any Tax Invoice in full on the due date, We may charge You interest at the Default Rate, on a daily basis on the overdue amount. If We decide to charge You default interest, We will calculate the default interest from the date the overdue amount became payable until the date it is actually paid. If any Tax Invoice remains unpaid 30 days after the due date and the Tax Invoice is not the subject of a genuine dispute, We may cancel this contract.

4 YOUR SOLAR ELECTRICITY

- 4.1 The electricity produced by the Upgrade Equipment will be for Your benefit. You acknowledge that We are not providing You with any electricity under this contract.
- 4.2 Surplus electricity that cannot be used at the Property at the time it is generated may be exported from the Property to the grid. Whether You receive any benefit for this exported electricity will depend on Your individual agreement with Your Retailer.
- 4.3 You are responsible for arranging appropriate metering for any surplus electricity produced by the Upgrade Equipment.

5 NO GUARANTEE OF PERFORMANCE

- 5.1 You acknowledge that the amount of electricity You produce using the Upgrade Equipment will depend on a number of factors such as:
 - (a) the number of hours of sunlight per day;
 - (b) cloud cover and weather patterns;

- (c) the location, angle and direction of the Upgrade Equipment;
- (d) the location of surrounding structures and trees; and/or
- (e) maintenance and general cleanliness of the panels.

5.2 We will try to make sure that the Upgrade Equipment is installed in a position that will maximise its performance for You, taking into account the nature of the Property.

5.3 It is Your responsibility to have the Upgrade Equipment cleaned. Due to the risk associated with accessing a roof, We recommend that You do not clean the Upgrade Equipment Yourself, and instead use a specialist cleaning company to do this for You. Any activities undertaken to clean the Upgrade Equipment are at Your own cost and risk.

5.4 We accept no responsibility if performance of the Upgrade Equipment does not meet Your expectations.

6 We do not make any representation, warranty or guarantee that the Upgrade Equipment will continue to function beyond the expiry of the manufacturer's warranty period(s).

7 PRODUCT WARRANTIES

7.1 We will ensure that You receive the full benefit of all warranties given by the third party manufacturers of the Upgrade Equipment.

7.2 If We fail to ensure that You receive the full benefit of such warranties, then We will be deemed to have given the same warranty directly to You and We will honour the terms of that warranty as if such warranties were included as terms of this contract (which will be Your only remedy for such failure).

7.3 If You wish to bring a warranty claim against the manufacturer of the Upgrade Equipment, You will notify Us, and We will pursue that claim on Your behalf.

7.4 If You seek to interfere with or modify the Upgrade Equipment in any way You are endangering Yourself or Your agents' life and risking damage to the Property. Any such interference or modification is done at Your own and sole risk.

7.5 You acknowledge that any interference or modification of the Upgrade Equipment by You or Your agent may invalidate Your warranty in the Upgrade Equipment.

8 Service Warranties

8.1 We agree that until the End Date or, if this contract comes to an end earlier, that date:

- (a) We will provide a 24x7 customer support call centre so that We can try to help You solve faults with the Upgrade Equipment over the phone; and
- (b) if You tell Us about a fault with the Upgrade Equipment and We are unable to resolve it over the phone, We will arrange a time with You when We can send a technician to the Property to assess the fault.

8.2 You agree that if You tell Us about a fault with the Upgrade Equipment and We send a technician to the Property to assess the fault, We will pay the costs of the technician callout unless:

- (a) no fault is found; or
- (b) the fault is found to have been caused by an act or failure to act of any person except Us, Our employees or contractors; or
- (c) the fault is due to an existing condition at the Property; or
- (d) the fault is otherwise unrelated to the Upgrade Equipment,

in which case, You will be charged for the costs of the technician callout. Any such charges will be invoiced and payable in accordance with the process described in clause 3.2.

9 ONGOING ACCESS TO THE PROPERTY

9.1 You give Us, Our agents, contractors and employees the right to access the Property on reasonable notice and (when invited) to enter Your house, in order to install, inspect, operate, replace, remove, maintain or upgrade the Upgrade Equipment.

10 Your ongoing responsibilities

10.1 You agree not to remove or hide any labels or markings from the Upgrade Equipment.

10.2 You acknowledge that:

- (a) using the Upgrade Equipment, or the electricity generated by these for any unlawful purpose may invalidate the warranties or guarantees for the Upgrade Equipment; and
- (b) if there is not enough space around the Upgrade Equipment so that Our access is restricted, We may be unable to provide You the services contemplated under this contract.

PART B - INSTALLATION AND UPGRADE

11 CONSENTS AND APPROVALS

- 11.1 You are responsible for obtaining, and warrant to Us that You have obtained, all approvals, licenses, permits and consents required for the installation of the Upgrade Equipment at the Property. These may include:
- (a) any resource or building consent required in order to install the Upgrade Equipment at the Property;
 - (b) any consents required due to any instrument registered against the title to the Property (such as any mortgage over the Property);
 - (c) any relevant consents required under the terms of any lease, cross-lease or other agreement that affects the use or enjoyment of the Property; and
 - (d) checking whether the Property is heritage-listed or in a special character zone, and if it is, obtaining any permit to install the Upgrade Equipment.
- 11.2 Electricity at the Property must be switched off to install the Upgrade Equipment. We will try to keep this period as short as possible, but it may be a few hours before the electricity at the Property is switched back on. You warrant that You are not (and no one else at the Property is) a medically dependent consumer or a vulnerable consumer (as defined in the Electricity Authority's guidelines) and that You will not be (and no one else at the Property will be) adversely affected by the electricity at the Property being switched off during this period.

12 INSTALLATION / UPGRADE SERVICES

- 12.1 We will:
- (a) following payment of the Purchase Price, arrange a suitable time with You to access the Property to install the Upgrade Equipment;
 - (b) be considerate of Your right to the use and enjoyment of the Property when working at the Property;
 - (c) make sure that the Upgrade Equipment meets New Zealand safety standards and that the Upgrade Equipment will be installed by an accredited electrician;
 - (d) arrange for an accredited electrician to provide You with an electrical certificate of compliance after the installation and upgrade;
 - (e) supply all materials, tools and machinery necessary to install the Upgrade Equipment;
 - (f) install the Upgrade Equipment in line with all applicable laws and comply with any reasonable health and safety and security requirements at the Property (as long as You notify Us of these requirements in writing before installation and set-up);
 - (g) make good any errors or defects in the installation or set-up process at Our cost, unless these are caused by any other person at the Property other than Us (or are otherwise due to any existing condition of the Property); and
 - (h) arrange for a qualified electrical inspector to inspect the Upgrade Equipment and provide You with a record of inspection, following which the Upgrade Equipment will be switched on.
- 12.2 You will:
- (a) provide Us with access to the Property and a safe area in it, free from hazards (including unrestrained dogs), so that We can install the Upgrade Equipment;
 - (b) reasonably assist Us to complete the installation and upgrade if We require (including by providing information that We request);
 - (c) allow Us to access all necessary services, amenities and storage that We reasonably require to complete the installation; and
 - (d) not switch on, or attempt to switch on, the Upgrade Equipment or the Solar Equipment before the record of inspection has been issued under clause 12.1(h).
- 12.3 You acknowledge that if any electrical works carried out at the Property (whether before or after the installation date) are not carried out in line with all applicable laws (including all legal requirements relating to home wiring), this may affect the functioning and the performance of the Upgrade Equipment.

PART C: ADDITIONAL TERMS

13 INSURANCE

- 13.1 It is Your responsibility to discuss with Your insurance company whether their consent is required to the installation of the Upgrade Equipment at the Property. Not doing this may invalidate any insurance cover that You have for the Property.

14 LIABILITY

- 14.1 This clause 14 does not affect or limit any rights You may have under the Consumer Guarantees Act 1993 and/or the Fair Trading Act 1986.
- 14.2 In respect of any warranty or guarantee in relation to the Upgrade Equipment, Our total liability will be limited to the amount needed to repair or replace (at Our option) the Upgrade Equipment.
- 14.3 In respect of the installation of the Upgrade Equipment, Our total liability will be limited to the resupply of the services or (at Our option) payment of the cost of having the services performed again (by a third party approved by Us).
- 14.4 As long as We arrange for an accredited electrician to provide You with an electrical certificate of compliance after the installation and set-up, then Our total liability to You under or in relation to this contract, whether in contract, tort (including negligence) or otherwise for any other costs, losses, liabilities, damages and/or expenses however arising whether direct or indirect will not be more than the total amount of the Purchase Price paid by You to Us under this contract.
- 14.5 Despite any other clause in this contract, We will not be liable to You under or in relation to this contract for any loss of profit, loss of revenue, loss of business or anticipated savings, loss of data or contracts (whether direct or indirect), and/or any indirect or consequential losses.
- 14.6 Neither You nor We will be liable to the other for any failure to perform obligations set out under this contract because of an event beyond the reasonable control of Us or You or Our contractors (such as an act of God, war, natural disaster, sabotage, or act of terrorism).
- 14.7 We will not be liable to You for not installing the Upgrade Equipment due to bad weather conditions or access to the Property being restricted.
- 14.8 You agree to reimburse and make good all losses, claims and expenses that We or the Vector Group may incur in connection with, or arising out of, any breach of this contract by You. This is called "indemnifying" Us.
- 14.9 You agree that (other than as expressly set out in this contract) all those representations and warranties (statutory, express or implied) that may lawfully be excluded, are expressly excluded from this contract.

15 GATHERING INFORMATION

- 15.1 You have the right to access personal information that We hold about You. You may also request that the personal information be corrected if it is wrong.
- 15.2 You agree that We can take photos of the Property (where the photos will show the Upgrade Equipment at the Property) for quality assurance, internal training purposes and marketing materials. We will try to make sure that the Property is not identifiable and that no person (other than Our employees or contractors) can be identified.
- 15.3 You agree that We may use any information relating to Your credit worthiness, and give that information to any other person for credit assessment and debt collection purposes.
- 15.4 You agree that any information We collect about You may be accessed or collected for the use of any member of the Vector Group in the course of its business. Without limiting Our other rights expressly set out in this contract, as long as We have made sure that You are not reasonably able to be identified, You agree that We can provide the information to third parties.

16 Ending This Contract

- 16.1 This contract will end on the End Date, unless it ends earlier.
- 16.2 If, before We install the Upgrade Equipment, We are unable to perform any or all of Our obligations under this contract due to an event beyond Our reasonable control (and We have tried to perform Our obligations under this contract) for more than 40 consecutive days, then either You or We may terminate this contract. Following that termination We will refund to You the amount of the Purchase Price You have paid to Us (if any).
- 16.3 We may end this contract (in addition to any other termination rights We have under this contract):
 - (a) at Our discretion before the Upgrade Equipment is installed at the Property. If We do this, We will give notice to You and refund to You the amount of the Purchase Price You have paid to Us (if any);
 - (b) immediately on notice to You if You fail to meet any of Your responsibilities under this contract, and have not remedied the failure(s) within 14 days of receipt of an earlier notice from Us explaining what was wrong and what You needed to do;
 - (c) immediately on notice to You if You cannot remedy any failure to meet any of Your responsibilities under this contract; and/or
 - (d) immediately on notice to You if You are insolvent or bankrupt.

- 16.4 You may end this contract immediately on notice to Us if We cannot remedy any failure to meet any of Our responsibilities under this contract or if We can remedy the failure but We do not do so within a reasonable period following notice from You.
- 16.5 You acknowledge that on and after the End Date, We will not have to maintain the Upgrade Equipment that belongs to You.
- 16.6 The end of this contract:
- (a) does not affect any rights or obligations accrued up to and including the end of this contract; and
 - (b) will not affect any of the terms of this contract that are intended to continue beyond the end of this contract.

17 DISPUTES

- 17.1 If for any reason You are not happy with any aspect of the Upgrade Equipment, You should get in contact with Us as soon as possible so that We can try to put things right. Please see Our website (www.vector.co.nz/solar) for details on how to get in contact with Us about Your complaint.
- 17.2 Once You have told Us about Your complaint, We will investigate it and discuss a resolution with You. If We cannot resolve it straight away, or if the issue is of a complex nature, We will give You an idea of how long it will take Us to investigate the issue. We will also let You know who will be managing it for You. Our aim is to get Your issue fully resolved within 20 Working Days.
- 17.3 If the complaint relates to the Purchase Price or any other amount in Your Tax Invoice, You must notify Us of the reason for disputing it as soon as possible after You receive the relevant Tax Invoice, but in any event before the due date for payment. You will pay any undisputed part under the terms of this contract.
- 17.4 If You have raised a complaint with Us and We have been unable to come to an agreement on how to resolve Your complaint, or it has taken longer than 40 Working Days to resolve, You have the right to have Your complaint considered by Our Independent Complaints Scheme. Further details of Our Independent Complaints Scheme can be found on Our website (www.vector.co.nz/solar).
- 17.5 This clause 17 does not prevent either party from taking immediate steps to seek urgent interlocutory relief before an appropriate court or other forum in New Zealand.

18 APPLICATION OF THIS CONTRACT

- 18.1 You agree that We are entitled to assign, transfer the benefit and burden, and/or subcontract Our obligations under this contract without Your consent, and that You can only assign, transfer and/or subcontract Your rights under this contract with Our prior written consent.
- 18.2 Any timeframe for delivery or installation of the Upgrade Equipment is, unless otherwise agreed in writing, an estimate only and is not of the essence to this contract.
- 18.3 Any notice required to be given under this contract must be in writing and is deemed to be properly given if left at, sent by prepaid letter or emailed to the last known address of the recipient.
- 18.4 Where any term of this contract is expressed to be for the benefit of the Vector Group, that term is intended to confer a benefit on the relevant member, enforceable under the Contracts (Privity) Act 1982.
- 18.5 If any term or provision of this contract is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such invalidity, illegality or unenforceability will not affect the other terms or provisions of this contract, or the whole of this contract, and such term or provision will be deemed modified to the extent necessary in the court's opinion to make such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the maximum permissible extent the intent and agreements of the parties set out in this contract.
- 18.6 This contract represents the entire agreement between You and Us, in respect of the matters covered by it. It overrides all previous agreements in respect of those matters.
- 18.7 No waiver of any breach of this contract will be deemed to be a waiver of any other or any later breach. The failure of either party to enforce any term of this contract at any time will not be interpreted as a waiver of that term or any other terms.
- 18.8 This contract may be signed electronically and may be signed in a number of different copies/counterparts all of which constitute one and the same instrument.
- 18.9 This contract is governed by New Zealand law.

19 INDEPENDENT TRUSTEE

- 19.1 If any person enters into this contract as a trustee of a trust, then:
- (a) that person warrants that:

- (i) that person has the power to enter into this contract under the terms of the trust;
 - (ii) that person has properly signed this contract under the terms of the trust;
 - (iii) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any act or omission of that person, including the entry into this contract; and
 - (iv) all of the persons who are trustees of the trust have approved entry into this contract;
- (b) if that person has no right or interest in any assets of the trust except in that person's capacity as trustee of the trust, that person's liability under this contract will be limited to the actual amount recoverable from the assets of the trust, from time to time.

20 DEFINITIONS AND INTERPRETATION

20.1 Definitions

In this contract:

Attached Terms means the terms made up of the General Terms and the Further Terms;

Default Rate means a rate per annum equal to Our bank overdraft rate (which is an annual interest rate) plus 3% per annum;

End Date means the date that is that number of months from the Start Date which is stated in the "Contract end date" section of the Specific Terms;

Further Terms means the further terms and conditions set out at Schedule 1;

Future of Energy Competition Contract means the agreement entered into by You and Vector Limited that sets out the terms and conditions relating to the Solar Equipment awarded to You by Vector Limited, as a result of Your success in the Future of Energy Competition;

General Terms means these general terms and conditions (including Part A, Part B and Part C);

GST means goods and services tax imposed under the GST Act at the rate that applies from time to time or any similar tax under any replacement legislation;

GST Act means the Goods and Services Tax Act 1985;

Our Independent Complaints Scheme is a scheme provided by Us in order to provide You with access to an independent body to assist in the determination of any dispute that might arise between You and Us;

Property means the land and buildings at the address set out in the Specific Terms, owned by You;

Purchase Price means the purchase price set out in the "Purchase Price" section of the Specific Terms;

Retailer means an entity who buys wholesale electricity to sell to end users (sometimes referred to as a power company);

Solar Equipment means the solar equipment described in "The Solar Equipment" section of the Specific Terms;

Specific Terms means the specific terms beginning on page 2 of this contract;

Start Date means the day that the Upgrade Equipment is switched on and connected to the electricity distribution grid. This may not be the same date that Your Retailer connects Your meter;

Tax Invoice means an invoice that complies with the GST Act;

Upgrade Equipment means the equipment described in "The Upgrade Equipment" section of the Specific Terms;

Vector Group means Vector Solar Limited and its related companies (as defined in the Companies Act 1993); and

Working Day means a day of the week other than a Saturday, Sunday or any other day which is a public holiday in Auckland, New Zealand.

20.2 In this contract:

- (a) unless otherwise stated, all monetary amounts are stated in New Zealand dollars and are inclusive of GST;
- (b) headings do not affect the meaning of any clause;
- (c) the singular includes the plural, and the plural includes the singular;
- (d) the words "including" and "include" or "such as" are not words of limitation;
- (e) reference to any "party" means a party to this contract and includes the successors, executors, administrators and permitted assignees (as the case may be);
- (f) a reference to a "part" or "clause" is to a part or clause of this contract, unless the context implies otherwise;
- (g) a reference to any legislation includes reference to that legislation as amended, re-enacted or substituted and any regulations under that legislation; and
- (h) reference to "written" or "in writing" includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

SCHEDULE 1 - FURTHER TERMS

The following terms only apply if the "Further Terms" section of the Specific Terms states they form part of this contract.

PART A - CONCRETE OR CLAY ROOF TILES

Concrete Or Clay Roof Tiles: During the site visit carried out at the Property We noticed that the Property has a concrete or clay tile roof, which can create risks during the installation process for the Upgrade Equipment. While We will do Our best to make sure that the installation of the Upgrade Equipment will not damage Your roof or the roof tiles, You acknowledge that due to the age and condition of the roofing material at the Property, some tiles will likely be broken or damaged during the installation process. You also acknowledge that:

- during the installation of the Upgrade Equipment, You will have spare roof tiles available so that any roof tiles damaged during the installation process can be replaced on the day of the installation;
- while We will exercise due care and skill during the installation process, We will have no responsibility for any roof tiles that are broken or damaged during the installation of the Upgrade Equipment, or for the replacement of any roof tiles, other than as a result of Our (or Our contractor's) negligence;
- if You do not have enough spare roof tiles available so that any damaged roof tiles can be replaced on the day of installation, You will be responsible for any consequences that occur as a result, including for any leaks or water ingress that may occur at the Property; and
- You have decided to proceed with installing the Upgrade Equipment, at Your own discretion, with full knowledge of the risks described in this section.

PART B - ROOF SHADING

Roof Shading at the Property: During the site visit carried out at the Property We noticed that Your roof is likely to be shaded for a portion of the day. While We will do Our best to make sure that the Upgrade Equipment will be positioned to receive the maximum amount of sunlight possible, You acknowledge that due to the shading on Your roof at certain times of the day the Upgrade Equipment will not generate electricity at its full capacity. You also acknowledge that:

- the losses in electricity production due to the shading on Your roof may affect the economic benefit You get from entering into this contract; and
- You have decided to proceed with installing the Upgrade Equipment, at Your own discretion, with full knowledge of the risks described in this section.