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1300 774 743

Prishda Energy
ABN: 86 129 081 903

This Contract sets out the **terms of the contract between the customer named in the Offer ("Owner") and Prishda Energy.** The contract relates to the sale and installation of a PV solar system ("System") at the Owner's address ("Premises")

1. System of Purchase

1.1. You agree to purchase, and we agree to sell you the system or unit set out in the Offer ("System") on and subject to the terms of the Contract.

2. The Owner of the System

2.1. The Owner warrants that they own the premises and their names appear on the title deed of the property.
2.2. The Owner agrees to provide all reasonable assistance required by Prishda Energy to enable the installation, connection and operation of the System. This includes full access to the property, which is not limited to the interior dwelling, should it be required.

3. System and PV Servicing

3.1. All products are subject to stock availability. Prishda Energy reserves the right to substitute products provided that the quality is equal to or better than the stock specified within the sales. Prishda Energy will notify the customer before Installation of any stock change to the agreed order before installation for customer agreement and acknowledgement, and if you do not agree to the change, you will be entitled to a full refund.
3.2. For the booking of a solar system service, a deposit of $120.00 is payable before scheduling, with full payment to be received before servicing commencement. Should you cancel your booking within 36 hours of our scheduled appointment, Prishda Energy will not refund costs incurred for your appointment up to the value of $120.00.
3.3. If you, as the homeowner, will not be home for the duration of the service or installation, full payment is required prior to our technicians attending the You agree to provide Prishda Energy access and permission to your property without limitation to the exterior grounds and rooftop of your dwelling.
3.4. You confirm that all components of your solar system are accessible, including invertor/s and that they are not located in a secure garage, locked security unit or behind gated boundaries where our technicians will not gain full access.
3.5. Should the homeowner or other authorised party not be home on the agreed servicing/ installation date to complete the works, a call-out fee of $180.00 applies to cover costs incurred by Prishda Energy. Should you cancel your booking within 24 hours of our scheduled appointment, Prishda Energy will not refund costs incurred for your appointment up to the value of $180.00.
3.6. Prishda Energy will make every effort to complete the full servicing/installation of your solar or Battery system on the agreed date. Should there be a delay or cancellation in your booking due to circumstances outside of Prishda Energy's control, Prishda Energy will contact you to arrange a rebooking. Prishda Energy, its employees and contractors abide by strict Occupational Health and Safety

4. Battery Purchases

4.1. Any recommendation we provide regarding battery size is based on the information you give us about your current and expected electricity usage, including future electricity needs and whether you have supplied an energy bill. If your electricity consumption or solar energy production changes, your battery's performance may also change.

4.2. You may choose to purchase a battery that exceeds the solar PV generation capacity at your property—for reasons such as future solar upgrades, participation in a Virtual Power Plant (VPP), or use of grid-intelligent technology. Prishda Energy is not liable for any decision you make to purchase a battery larger than your current solar generation, and we have no control over your eligibility or acceptance into any VPP. You should consult directly with a VPP provider to determine if VPP participation is suitable for you.

4.3. Any backup functionality of your battery is limited by the maximum output current of the battery inverter and the available stored energy at the time of the outage. The amount of available backup power will vary depending on factors such as the timing of the outage, weather conditions prior to the outage, and the age or condition of the battery.

4.4. Battery backup must not be relied upon to power critical equipment or processes, including life-sustaining medical devices or appliances with high current demand. We accept no responsibility or liability for any loss or damage suffered as a result of relying on battery backup for such critical loads.

4.5. Battery backup functionality is not included as standard unless specifically stated in your proposal or quote.

4.6. You acknowledge that maintaining a stable, continuous, and compatible internet connection is a requirement of your battery warranty, and this responsibility rests solely with you.

4.7. You acknowledge that your electricity contract and feed-in tariff may change after the installation of your solar system and/or battery. You will need to contact your electricity retailer to understand any changes or application fees that may apply.

4.8. When purchasing a solar battery, we recommend confirming with your electricity retailer that your tariff is a Two-Rate or Time-of-Use (TOU) tariff. A flat tariff does not support effective charging and discharging of a solar battery.

5. Payment/s and Finance

5.1. Payment for the supply and installation of the System consists of two components:

5.1.1. The assignment by the Owner to Prishda Energy of all rights to create Renewable Energy Certificates (RECs), Small-Scale Technology Certificates (STCs), Victorian Energy Efficiency Certificates (VEECs), and any other carbon credits or point-of-sale financial incentives arising from the installation of the System; and

5.1.2. The Out-of-Pocket Expense, which must be paid either in full or through an approved Payment Plan before installation.

5.2. A deposit of 10% (five per cent) is payable upon your acceptance of this Contract. Prishda Energy (or its nominee) will hold the deposit subject to the terms of this Agreement.

5.3. By paying the deposit, you acknowledge that you accept the Terms and Conditions and that you are entering into a binding purchase agreement with Prishda Energy.

5.4. Final payment of 90% (ten per cent) of the Out-of-Pocket Expense must be made before any installation work begins. Accepted payment methods include bank cheque, BPAY, bank deposit, or credit card. If the final payment is made on the day of installation, it must be completed before work commences, and only by bank cheque or credit card. Cash is not accepted.

5.5. The Owner must sign all documents provided by Prishda Energy to transfer the rights, financial incentives, or grants associated with Certificates or carbon credits. Failure to do so will result in the value of these incentives being invoiced to the Owner and becoming immediately payable. This applies whether the System is delivered only (supply only) or delivered and installed (supply and install).

5.6. Payment of the Out-of-Pocket Expense is required on the date of signing this Agreement unless otherwise notified by Prishda Energy.

5.7. The Out-of-Pocket Expense is calculated based on information provided by the Owner. The Owner is liable for additional charges if the information supplied is incomplete or inaccurate, including changes to the dwelling or electrical system made after the sale but before installation.

5.8. The Owner must notify Prishda Energy of any such changes. If not, any additional installation costs will be added to the sales agreement and will be payable by the Owner.

5.9. Finance options may be available through approved finance partners. Full terms and conditions of the finance solution will be provided at the time of application and approval.

5.10. When finance is arranged through Prishda Energy's finance partners, all payments must be made in accordance with the finance provider's terms and conditions. If finance payments are defaulted and funds are withheld from Prishda Energy for completed works, Prishda Energy reserves the right to recover all outstanding monies directly from the client/owner. If full payment is not received within the agreed timeframe, Prishda Energy may initiate internal or third-party debt recovery processes. All associated costs—including administration fees, loss of income, and interest charges—are the responsibility of the customer/owner.

5.11. Prishda Energy will take reasonable steps to highlight any contract requirements that may otherwise lead to disputes, such as additional fees or any difference between a verbally quoted amount and the final contract price.

5.12. Any additional Grid Connection application fees charged by your distributor will be discussed with you before submission of the application. These charges will also be included in your quote.

5.13. Your distribution network service provider may charge you for a meter changeover or may require one before your system can be connected. This cost may appear on your electricity bill or may need to be paid separately. Metering system changeovers are not included in the quoted price unless explicitly listed in the quotation breakdown. You may become eligible for a feed-in tariff for excess solar electricity exported to the grid, and your energy rates may change once your solar system is installed. We strongly recommend that you contact your electricity retailer to confirm the electricity rates and feed-in tariff that will apply to you after installation.

6. Authority to Install

6.1. You authorise Prishda Energy (and its employees, agents, and contractors) to install the System you have selected at the property address specified in the Offer.

6.2. You authorise Prishda Energy (and its employees, agents, and contractors) to connect the System to the electricity grid, or to arrange for its connection. Prishda Energy will prepare and submit the required documentation to your electricity retailer for network connection and will notify you by email once the submission is completed. Prishda Energy is not responsible for any network connection errors or delays. These matters must be addressed directly with your electricity retailer.

6.3. You warrant that you are the Owner of the property at the address stated in the Offer and that your name appears on the property title, or that you have obtained all required written consents and approvals—such as from the landlord or body corporate—to allow Prishda Energy to install the System. You must ensure that Prishda Energy and its employees, agents, and contractors have sufficient access to the property at reasonable times as required to complete the installation of the System.

6.4. You agree to sign any documents and take any actions reasonably required by Prishda Energy to enable installation of the System and, in the case of a solar electricity system, to complete the documentation or provide information required for grid connection.

6.5. If your installation cannot proceed on the agreed date, Prishda Energy will make reasonable efforts to reschedule your installation within four (4) weeks of the original installation date.

7. Installation Conditions and Inclusions

7.1. Installation Conditions (Installation is subject to the following conditions)

7.1.1. The installer's vehicle, equipment, and personnel must have clear and safe access to the property and to the location where the solar PV system or battery system is to be installed.

7.1.2. All required council permits or other regulatory approvals must be obtained by the Owner before installation.

7.1.3. The Owner or an authorised representative must be present on-site to meet the installers.

7.1.4. The final panel layout and configuration will be confirmed and agreed upon on-site with the Owner or authorised representative.

7.1.5. No upgrades to the existing electrical system are required. Any upgrades identified as necessary during installation will be treated as additional work and may incur extra charges.

7.1.6. The installation is subject to a site inspection, if required.

7.2. Installation Inclusions (Installation by Prishda Energy includes the following)

7.2.1. Supply and installation of the solar PV system and/or battery system, along with all associated equipment as specified in the quote.

7.2.2. Supply and installation of any required circuit breakers in accordance with AS/NZS 5033 standards.

7.2.3. Cabling of the solar array as needed for proper system operation.

7.2.4. Placement of all required safety and compliance signage in accordance with AS/NZS 3000, AS/NZS 4777, and any other applicable regulatory requirements.

7.2.5. Submitting a booking request with the relevant Power Authority for meter replacement and grid connection. Metering connection costs and any required meter upgrades are **additional expenses to the Owner**, unless explicitly stated in the invoice or quote. Where applicable, Prishda Energy will complete the necessary applications for approval.

7.2.6. Commissioning of the installed solar PV or battery system following inspection by the Power Authority. As these inspections are performed by an independent third party, Prishda Energy cannot influence the scheduling or timeframes of any audits or inspections.

7.2.7. You acknowledge that the relevant Power Authority or regulatory body may require access to the system from time to time for audits or inspections, and that such access must be provided.

7.2.8. Prishda Energy will keep you informed throughout the approval and installation process and will notify you as soon as we become aware of any limitations or restrictions that may impact your installation.

8. Ownership and Risk

8.1. Ownership of the System will transfer to you upon the latest of the following events:
  8.1.1. The System is being installed at the address specified in the Offer, and
  8.1.2. Full payment of the Out-of-Pocket Expense. All funds must be cleared and received by Prishda Energy for the payment to be considered complete; and
  8.1.3. The assignment by the Owner to Prishda Energy of all rights to create Renewable Energy Certificates (RECs), equivalent environmental certificates (where applicable), and/or any relevant rebates.

8.2. Risk in the System passes to you once the System has been installed at the address specified in the Offer.

8.3. You acknowledge and understand that Prishda Energy is not able to remove or reinstall your System at a new property if you relocate.

8.4. For PV solar installations on tiled roofs, the installer may require extra roof tiles if any existing tiles need to be replaced during installation. It is the Owner's responsibility to supply these additional tiles and ensure they are available on-site for the installer.

9. Termination and Refunds

9.1. Either you or Prishda Energy may terminate the Contract if the other party materially breaches any of its terms.

9.2. You may cancel the Contract and receive a full refund if the System is not installed at the address specified in the Offer within four (4) months of the date you accepted the Offer, provided the delay is caused by Prishda Energy and you have not agreed to an alternative installation date. If there is any delay to your installation, Prishda Energy will attempt to contact you and inform you of the delay.

9.3. If, during a pre-installation site inspection (if conducted) or on the day of installation (if no pre-site inspection is conducted), Prishda Energy determines that additional fees, charges, or changes to the system design are required and you do not agree to these additional works, you may cancel the Contract and receive a full refund.

9.4. If the electricity distributor declines approval for the system size you have purchased, you will be entitled to a full refund.

9.5. For cancellations for reasons other than declined grid applications or a breach of your consumer rights under Australian Consumer Law, a cancellation fee of up to $550.00 may apply. This amount may be deducted from your deposit to cover Prishda Energy's overheads and incurred costs. If you cancel within five (5) business days of your scheduled installation date, Prishda Energy reserves the right to retain ten per cent (10%) of the purchase price. All cancellations must be submitted in writing, either by email or by post to Prishda Energy.

9.6. You are entitled to a 10-day cooling-off period and may receive a full refund if Prishda Energy provides your site diagram and/or performance estimate after you have agreed to your order. The 10-day cooling-off period begins on the date we provide the site diagram and/or performance estimate.

9.7. If your order is cancelled, any costs for work already completed at your property before the cancellation will be deducted from your deposit.

9.8. If a pre-site inspection is required before installation, a non-refundable fee of $200.00, plus any applicable travel charges, will be payable by you if you terminate your order.

10. Failure to Pay

10.1. To the extent permitted by law, and except where you are paying under a Payment Plan, if you fail to pay any amount due and payable under this Contract, Prishda Energy may charge interest on the unpaid amount (both before and after judgment) at the judgment interest rate applicable in the Supreme Court of the state or territory in which your property is located. Prishda Energy may also recover any reasonable costs associated with recovering the unpaid amount, including but not limited to legal costs, staffing costs, administrative expenses, and correspondence fees, to the extent such costs exceed the amount of interest charged.

11. Prishda Energy Warranties

11.1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure, as well as compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure. The warranties provided below are not intended to replace or limit your rights under the Australian Consumer Law.

11.2. Prishda Energy will repair any damage to your property that is caused by the installation of the System, provided that you notify us of the damage within a reasonable time after installation and can supply suitable evidence demonstrating that the damage was caused by Prishda Energy technicians.

11.3. Prishda Energy provides you with a **five (5) year workmanship, operation, performance, and product warranty** for all work carried out by Prishda Energy. The full Prishda Energy Warranty Policy is included in your Welcome Pack.

12. Reasonable Endeavours

12.1. Prishda Energy warrants that when a System is installed, we will use our best endeavours to install it in a location and position that is likely to maximise its performance.

12.2. The performance of a System is subject to various factors, including but not limited to:

12.2.1. For solar electricity and solar hot water systems: hours of sunlight, cloud cover and weather conditions, the geographic location of the System, and the proximity of surrounding structures or vegetation.

12.2.2. Prishda Energy will recommend the most efficient system location and design based on roof dimensions, structural layout, available space, shading, and any obstacles. If you request that the solar system be installed in a location different from the technician's recommended position, you will be required to sign an efficiency waiver acknowledging the potential reduction in performance.

12.2.3. Prishda Energy provides a five (5) year performance warranty for solar generation or solar storage, as detailed in your solar proposal.

12.3. Monitoring devices included in certain Prishda Energy PV solar and battery packages require Wi-Fi connectivity. It is the customer's responsibility to ensure they reside in an area with adequate service and that the Wi-Fi at the property is capable of supporting these devices.

Prishda Energy is not responsible for any issues arising from insufficient, unstable, or unavailable Wi-Fi connectivity. Customers should contact their telecommunications provider for all coverage-related issues.

***Please note:**

- Your residential Wi-Fi password will be required by the technician to complete device setup.
- Full monitoring and reporting will not be available until your subscription is activated within 7 days of installation.

13. Exclusion of Warranties and Liability

13.1. Prishda Energy does not make any representations or provide any warranties in relation to the System or its installation, except for the warranties expressly stated in this Contract and those warranties that cannot be excluded by law.

13.2. Your rights under this warranty are in addition to the consumer guarantees provided under the Australian Consumer Law, which cannot be excluded, restricted, or modified.

14. Carbon Credits and Financial Incentives

14.1. The Owner agrees to, and will do all things necessary to, assign to Prishda Energy all rights to create Renewable Energy Certificates (RECs), Small-Scale Technology Certificates (STCs), Victorian Energy Efficiency Certificates (VEECs), and any other carbon credits or point-of-sale financial incentives arising from the installation of the System.

14.2. Prishda Energy and its employees, agents, and contractors do not accept responsibility for administering, managing, or determining the outcome of any financial incentive or grant application submitted by the Owner.

14.3. The Owner warrants that all information provided in any financial incentive or grant application, assignment form, or nomination form is true and correct and that they are the lawful Owner of the installation address.

14.4. Although RECs, STCs, and VEECs are market-based instruments whose value may rise or fall, Prishda Energy guarantees to pay the certificate price as quoted in your agreement.

14.5. The Owner acknowledges that certain Australian, state, or territory government bodies may require the repayment of a grant or financial incentive in specific circumstances.

14.6. Prishda Energy bears no responsibility if the Owner is required to repay a grant, financial incentive, or other benefit. If Prishda Energy is required to repay any such grant or financial incentive, or is required to forfeit the value of any certificates or carbon credits that reduced the Out-of-Pocket Expense, the Owner must reimburse Prishda Energy the full amount of the grant, financial incentive, or forfeited value upon demand.

14.7. If Prishda Energy does not receive the expected financial incentive for any reason, the Owner must pay the value of the discounted amount (plus GST) that was applied to the Out-of-Pocket Expense. Payment becomes due within **14 days** of Prishda Energy issuing an invoice.

15. Information and Privacy

15.1. You agree to provide Prishda Energy with all information reasonably required to supply goods and services under this Contract, and to apply for any grant, financial incentive, or other benefit you may be eligible to receive from the Australian Government or any state or territory government.

15.2. The information collected by Prishda Energy may include “personal information” as defined under the Privacy Act 1988 (Cth). You are entitled to access your personal information by contacting Prishda Energy at the address provided in this Contract.

15.3. Prishda Energy collects your information for the purposes of supplying goods and services under this Contract and applying for grants, financial incentives, or other benefits on your behalf.

Prishda Energy may disclose or exchange your information with:

- our related bodies corporate,
- agents and contractors (including installers, mail houses, data processors, internal marketing teams, and debt collection agencies),
- relevant government authorities,
- your electricity distributor (where required).

This information may be disclosed to fulfil our obligations under this Contract, for any purpose you have consented to, or as otherwise permitted by law

By accepting this Contract, you consent to Prishda Energy collecting, using, and disclosing your information as described in this Contract.

15.4. Prishda Energy will not disclose your personal information to any third party who is not directly involved in the installation, support, or supply of your PV solar system without your permission.

16. Nature of the Contract

16.1. This Contract is a contract for the **sale of the System once it has been installed** at the address specified in the Offer. It is **not** a contract to install a System or to connect a solar electricity or solar hot water system to the electricity grid.

16.2. Nothing in this Contract obliges or requires Prishda Energy to perform any domestic building work within the meaning of the *Building Work Contractors Act 1995 (SA)*.

16.3. Nothing in this Contract obliges or requires Prishda Energy to carry out, arrange, or manage any domestic building work within the meaning of the *Domestic Building Contracts Act 1995 (Vic)*.

16.4. This Contract is not a contract to perform any residential building work or specialist work within the meaning of the *Home Building Act 1989 (NSW)*.

16.5. This Contract does not require Prishda Energy to carry out any alterations, upgrades, or modifications to existing electrical infrastructure at the installation address, including (but not limited to) wiring, cabling, switchboards, or meters. Any such work, if required, will be treated as additional work and may incur extra maintenance charges.

17. Miscellaneous

17.1. This Contract constitutes the entire agreement between you and Prishda Energy. To the extent permitted by law, all implied terms and conditions are excluded.

17.2. Any reference in this Contract to legislation includes that legislation as amended, re-enacted, or replaced from time to time.

17.3. This Contract is governed by the laws of the state or territory in which your property is located, as specified in the Offer.

18. Exclusions

18.1. Prishda Energy will arrange for your solar or battery system to be connected to the electricity grid through a Level 2 service provider. The cost of this grid connection is not included in the Prishda Energy agreement unless it is specifically listed as an item on your invoice.

18.2. This Contract does not cover any additional works required by your electricity retailer, including meter replacement, meter reconfiguration, or any other metering-related activities needed to connect your solar system. If a new meter or reconfiguration is required, charges may be applied by your electricity retailer. This Contract also does not cover building permits, council approvals, surveys, or body corporate/strata approvals. Where these approvals are required, you must obtain them and notify Prishda Energy accordingly.

18.3. This Contract does not include the cost of any additional government inspections, independent audit requirements, or “truck appointments” needed to complete the connection of your solar PV system after installation.

18.4. This Contract does not cover any additional electrical installation, parts, or labour for required or regulated upgrades to the existing electrical infrastructure at the property, either before or after installation of your solar PV system.

18.5. Work performed under this Contract does not include upgrades to the switchboard to meet the requirements of your solar PV or battery system. If Prishda Energy is required to perform a switchboard upgrade to accommodate the Solar PV or Battery system, this will be treated as additional work and charged separately. You will be advised of the cost and must provide approval before the work begins.

It is a regulatory requirement for Prishda Energy to install a Residual Current Device (RCD) on all sub-circuits. During this work, a fault may be identified due to issues with the existing internal wiring.

If such a fault occurs, the affected circuit may be disconnected at the switchboard (which may interrupt power to parts of your home). Any further investigation or repair work requested by you will be charged at an hourly rate, which will be explained and agreed upon before commencement.

19. Complaints & Resolutions

19.1. Any concerns, complaints, or feedback may be submitted directly to Prishda Energy’s Customer Care team via email at **support@prishdaenergy.com.au** or by mail to: **Prishda Energy, 12 Greenwood Drive, Aintree VIC 3336.**

19.2. All written complaints will be acknowledged and addressed within **fifteen (15) days** of receiving your documentation, in accordance with the NETCC Complaints Procedure.