SUBCONTRACTOR AGREEMENT FOR INSTALLATION OF SOLAR SYSTEMS JULY 2015

SUBCONTRACTOR AGREEMENT

1. Solar System installation Contracts TRADE WORKS
   The Subcontractor must carry out and complete the works
   (i) to the reasonable satisfaction of the COMPANY;
   (ii) in accordance with the relevant plans, the specifications and the law; and
   (iii) at the reasonable times directed by the COMPANY.

   If the Subcontractor discovers any inconsistency, ambiguity or discrepancy in or between
   the plans and the specifications, the Subcontractor must immediately seek the SERVICE
   PROVIDER's direction as to the Interpretation to be followed

   The Subcontractor must supply everything necessary to carry out the trade works other
   than the solar system which will be provided by the COMPANY.

   The Subcontractor may employ or engage others to carry out some or all of the trade
   works. The Engagement of any other contractors does not relieve the trade contractor
   from liability under this contract.

2. WARRANTIES
   The Subcontractor warrants that:
   (a) The trade works will be free from defects;
   (b) Materials supplied by it will be according to government regulations and applicable industrial
       standards;
       and
   (c) It holds all licenses required by law to carry out the trade works including BCSE accreditation to
       Subcontractors who install the Solar System.

3. VARIATIONS
   (a) The Subcontractor must not:
       (i) Make any changes to the house other than doing the installation of Solar Systems;
       (ii) Carry out any extra work other than approved by the COMPANY on a case to case basis
       or
       (iii) Leave any detail of the trade works unfinished, unless directed in writing by the
           COMPANY.
   (b) The COMPANY may, by giving a written direction, require the Subcontractor to carry
       out a variation.
   (c) The price of variation is
       (i) That agreed by the parties;
       Or
       (ii) If no price is agreed upon, an amount reasonably determined by the COMPANY.
   (d) The contract price is to be adjusted by the price of a variation at the next payment.
4. SUPPLY OF MATERIAL BY COMPANY
Subcontractor may acquire the material from the COMPANY and the cost of such materials will be deducted from amounts due to the Subcontractor.

5. PAYMENT
(a) Any payment, by the "COMPANY" to the Subcontractor, is on account subject to receipt of Renewable Energy Certificates from government.
(b) Payment will be made within 10 days of the installation When the installer submits all documents including Photos of the installation.

6. DEFECTS LIABILITY PERIOD
(a) The Subcontractor must, at its own cost, rectify any defective work that does not conform to the requirements of this contract before the end of defects liability period.
(b) The COMPANY may direct the Subcontractor to correct, remove or replace any nonconforming work before or during the defects liability period.
(c) If the Subcontractor does not comply with such a direction, the COMPANY may deduct a reasonable amount as determined by the COMPANY.
(d) In addition to exercising any other rights and remedies, the COMPANY may a retention held and any amount due or which becomes payable to the Subcontractor in relation to this contract.

7. INDEMNITY
The Subcontractor indemnifies the COMPANY, and keeps the COMPANY indemnified, against:
(a) any liability arising out of the conduct of Subcontractor (including the trade works); (b) claims in respect of personal injustice or death, arising out of, connected to or as a consequence of the Subcontractor:
  (i) carrying out or failing to carry out the trade works;
  or
  (ii) breaching this contract;
(c) any liability that the COMPANY may suffer or incur under a statutory warranty in connection with the trade works.

8. DEFAULT
A party is in default of this contract if it: (a) is in serious breach of this contract; (b) becomes insolvent, bankrupt or makes an assignment of that party's estate for the benefit of creditors; (c) makes an arrangement or composition with creditors; Or (d) being a company, goes into liquidation.
9. TERMINATION
If a party remains in default 3 working days after other party has given it written notice requiring the default to be remedied then, without prejudice to any other rights or remedies, the other party may, by giving a further written notice, terminate this contract.

10. INSURANCE
(a) The Subcontractor must take out prior to commencing, and maintain until completion of the trade works, the following:
   (i) Workers compensation or any like insurance as required by law;
   (ii) Public liability insurance to an amount not less than $20,000,000 and
   (iii) except as set out below, personal accident and disability insurance providing cover at least equivalent to that provided to an employee under insurance referred to in sub clause 10(a)(i).
(b) Sub - clause 7(a)(iii) does not apply where the Subcontractor:
   (i) does not personally carry out any part of the trade works on the site; or
   (ii) Establishes, to the COMPANY's satisfaction, that it is covered by workers compensation insurance taken out by the COMPANY.
(c) The Subcontractor must, when asked by the COMPANY, produce evidence of the existence and currency of the insurances.

11. HEALTH AND SAFETY
(a) In carrying out the trade works the trade works, the Subcontractor and its agents and employees must observe all relevant occupational health and safety laws.
(b) The Subcontractor must, whenever carrying out the trade works, ensure that:
   (i) no person (whether employed or not) is exposed to risk to their health and safety; and (ii) the trade works are carried out using a safety management system.

12. DAMAGE AND SITE CLEANING
(a) The Subcontractor is responsible for:
   (i) Any damage caused by the Subcontractor and its agents or employees;
   (ii) Keeping the Subcontractor's areas clean at all times; and
   (iii) The removal of its tools, plants and equipment, and if required the removal of debris and refuse, arising out of the trade works.
(b) If the Subcontractor fails to comply with sub - clause 11 (a), the COMPANY may rectify the breach and the cost is a debt due and payable by the Subcontractor to the SERVICE PROVIDER.

13. FREEDOM OF ASSOCIATION AND COMPLIANCE WITH INDUSTRIAL LAWS
A party or its agent must not support an industrial organization to:
(a) Participate in any form of unauthorized industrial action or secondary boycott that affects the trade
works;

or

(b) Except as required by law, demand or force any other person carrying out work on the site to:
   (i) Join a union
   (ii) Make contributions to a specified superannuation fund; Or
   (iii) Make payments for redundancy or long service leave into a specified fund.

14. ADMINISTRATION
The Subcontractor or its representative must:
(a) Attend site meetings if called on to do so;
(b) Observe all directions given by the COMPANY under this contract; and (c) Co - operate with all workers and other contractors on the site.

15. COPYRIGHT
The Subcontractor must not reproduce or use any plans or designs, in whole or in part, other than for the purpose of completing the trade works.

16. "SOLAR CONTRACT" TERMINATED
If the "Solar contract" is terminated for any reason, the "COMPANY" may, by giving written notice to the Subcontractor, terminate this contract or part of the contract and the Subcontractor is entitled to a reasonable compensation as determined by the "COMPANY"

17. CONFIDENTIALITY
(a) The Subcontractor must observe confidentiality of information supplied by the COMPANY and should not disclose any client and other details to a third party or competitor.
(b) The Subcontractor shall maintain the confidentiality of information given under this contract even after termination of contract.
(c) If the Subcontractor breaches conditions of section 15 (a) or (b) the Subcontractor shall be liable to the "COMPANY" for
   (i) any cost incurred by the "COMPANY" due to such breach;
   and
   (ii) any amount of profit or business lost by the "COMPANY" due to such breach.
18. DEFINITIONS

In this trade contract
"Solar contract" means the contract between the COMPANY and its client, which includes the trade works as part of its scope of work;
"site" means where the works under the insulation contract is carried out;
"contract" means this agreement between the COMPANY and the Subcontractor;
"trade works" means the installation of Solar Systems work to be carried out by the Subcontractor.

COMPANY'S SIGNATURE
Name: ______________________
Date: ______________________

SUBCONTRACTOR'S SIGNATURE
Name: ______________________
Date: ______________________
CODE OF CONDUCT

CGS’S code of conduct emulates the CEC code of conduct for installers.

1- All persons holding any form of Clean Energy Council Accreditation or working as part of CGS’S installation team of contractors and full time employees:
2- Shall act so as to uphold and enhance the honour, integrity and dignity of the Sustainable Energy Industry the Clean Energy Council and CGS by associating, in their business activities, exclusively with individuals and enterprises of good character;
3- Shall solicit work and promote their services and products with dignity and truth, avoiding any potentially misleading statements or omissions;
4- Shall apply their skill and knowledge in the interest of CGS for whom they act as faithful agents or trustees;
5- shall regard as confidential any information concerning the business and technical affairs of CGS
6- shall inform CGS if circumstances arise, in which their judgment or the independence of their service may be compromised by reason of business connections, personal relationships, interests or affiliations;
7- shall deal honestly and truthfully with CGS in regard to the conditions applying to them;
8- shall continue their professional development throughout their careers (including by taking all reasonable steps on an ongoing basis to maintain familiarity with all current relevant laws, ordinances, regulations, standards, codes of practice and guidelines) and shall assist and encourage other accredited persons to similarly advance their knowledge and experience within CGS;
9- shall observe and conform to all relevant Australian Standards and all relevant Clean Energy Council Accreditation guidelines, and all applicable laws, ordinances, regulations and by-laws;

Regulations and codes of practice:
- Shall promptly report any apparent breach of any of these rules by a fellow accredited person within CGS’S installation department and report it to CGS Management.
- Shall promptly report to a member of CGS Management any activity or behaviour by a non accredited person operating in, or making statements about, the sustainable energy industry, or people within CGS, which activity or behaviour by that person would be a breach of these rules if that person or business is working or contracting for CGS.
- Shall not bring any disrepute to CGS.

Team Numbers:
Any contractor or full time team working for CGS must not attempt to install any work issued to them, in particular a complete PV array installation with workers equating to no less than two in total.

Actions resulting to a disciplinary review or dismissal:
Below is a tabled summary of action that results in a disciplinary review by CGS installers or external contractors. CGS will withhold the right to use digression to follow through with any disciplinary resolutions if they are not mentioned in the table below.
Action Committed/ Resolution
Overtly swearing or saying insulting or derogatory comments to any internal or external employees of CGS within and outside of the CGS premises or to oneself loudly and committing any form or physical assault. Initial warning of the three allowed will be given.

After three warnings the individual will be asked to leave the premises and not return. Any physical assault will result in immediate dismissal from the CGS premises and could potentially lead to a call to the police. Initial warning of the three allowed will be given.

Misconduct on-site or within the CGS premises, by carrying out unsafe practices, rude or derogatory behaviour that could detriment CGS’S image with any of its client or counterparts. If this is brought to the attention of CGS management, this will result in all work and invoices/pay in progress be put on halt immediately until a thorough investigation has been conducted.

Abuse of any equipment or stock loaned or given by CGS to any installation team. If this is brought to the attention of CGS management, this will result in all work and invoices/pay in progress be put on halt immediately until a thorough investigation has been conducted. CGS reserves the right to use digression to resolve this issue.

Stealing or taking anything from the CGS premises or after it has left the premises. The contractor/employee is deemed liable of any stock left in their care. If any stock is damaged or misplaced, the contractor/employee is expected to pay the parts retail value upfront or it will be withheld from any pending invoices or pay.

Damaged stock issued to the installation team, prior and after departure from the CGS premises. Immediate dismissal and band from working with CGS again.

Defaming any CGS logos, marketing material or anything with the CGS branding. Immediate dismissal and band from working with CGS again.

Breach of confidentiality, swaying customers or clients away from CGS, or suggesting alternative companies and by disclosing any formal paperwork with the CGS LETTERHEAD to any other company or business in the solar industry.

Misplacing and missing payments made by CGS clients If the contractor/employee is found to be responsible after investigation, he/she will be immediately dismissed, and band from working with CGS again.
Overuse and consumption of stock This will be investigated and monitors thoroughly. If there is no justification as to why there is an overt use of stock and equipment, the stocks retail value will be withheld from any pending invoice or pay if not paid up front.

Intoxication and alcohol on premises No alcohol consumption or any persona being intoxicated will not be allowed on to CGS premises or onsite; this will result in immediate dismissal if this is breached.
Presentation:
All contractor and employees associated with the installation department of CGS are required to wear CGS uniform if provided to them. If none has been provided then neutral work wear must be used. **Using work wear or uniform that promotes other businesses is unacceptable and the installers/employees will be issued with a warning.**

Defects and Problems:
If any defects or installation issues arise, the contractor or installer will be held liable to fix this issue in the quickest time period available. **Payments of invoices in process and scheduled work will be put on halt if a clear and decisive answer is not given to CGS management.**

Installer to customer relations:
The installer/contractor must deal with the customer using their own initiative and must stick and abide by the code of conduct. One spokesman from the team should generally deal with the customer. The installer or contractor must try to adhere to the CEC guidelines in regards to the final explanation and overview of the system. Advice from CGS management as to how this may be conducted is preferable.

Country work:
Country work should be issued fairly between installers and contractors. By Following the procedure in the previous pages this can be achieved. However all contractors and installers must always conduct themselves in an orderly manor within and outside of scheduled work times while conducting a country trip. Preparations for country and suggestions may be discussed with the operations management.

Van, Tools and equipment:
If any of the above is loaned to an installer or contractor, they are held liable for its integrity while it has been loaned. Permission from the installations manager must be sought prior to any decision in this issue is executed.

Loading up or dropping off
Removing stock from the warehouse No stock is to be removed from the warehouse without a direct order from the operations manager or the job has been confirmed and issued to the installer/contractor. CGS must endeavour to ensure supervision of stock being removed is always there.

Replacing/Replenishing Stock in the warehouse
If stock is returned to the warehouse for any reason, someone from the CGS operations team must be notified. A count and a verification of the stock required is mandatory to ensure what went out has come back in. Installers and contractors must follow and adhere to this strictly.
Cleanliness and good housekeeping of warehouse

All rubbish and material that needs to be disposed of must be placed in the bins provided by the installer/contractor keeping in mind to keep cardboard and general waste separate if they are not full at the time. If they are full they can place it nearby neatly and CGS operations will look after it. No rubbish is to be thrown or left behind causing a trip hazard or uncleanness.

Ordering or missing stock

CGS operations must try their best to keep up with the stock demands of the installation teams. If in any circumstance components are missing, a member from the operations department must be notified immediately. If it is after hours or the installers/contractors are in the country common sense applies in arranging suitable delivery solutions or other alternatives.

Jobs that require special material or stock must be mentioned to the operations team well before the installation is scheduled to take place. This applies for all members of the CGS sales staff and installation team.

Forgetting to load up items

The installer/contractor is held liable for transportation costs if he is responsible for loading up for the day or days. However CGS will be responsible if we have prepared all the equipment and stock required for the job and have ordered the installer/contractor to PICK UP only. Of course all members of the installation team are asked to double check everything and constant reminders need to be made.

Post Installation

Paperwork Requirements and approval

All paperwork given to installer enclosed in their job pack must be completed and filled in where the installers is required to add his/hers signature or details. It is crucial all parts of the job pack required to be returned to CGS management is returned intact, and the paperwork meant to be issued to the customer is left with them.

Paperwork meant to be given the customer must not be returned to the CGS office. It is the installer or contractor’s responsibility to ensure the client or customer received the required documents. If they have not the installer must endeavour to do so, and likewise payment for invoices in process or pay for installers is to be withheld if this is not done.

Installers and contractors must have the initiative to organise the correct member of CGS management to hand over paperwork.

Money paid to installation team and where and who it needs to be handed into

All balances paid by customer to the contractor or installer must be handed directly to the person responsible for collecting paperwork, or the person in charge of accounts if they are available. No cash cheques or any credit card details or any paperwork containing these items is to be left with the installers overnight, unless in country or conducting a distance job. There is a strict 24 hour turn around period for paperwork to be handed in after a country trip or distance job is complete.
Requirements for completion of the job prior to invoicing

The following requirements must be met before the job is able to be invoiced or paid for. No job invoiced should be paid for until all these requirements are met strictly.
All paperwork associated with the job/s is complete with all signatures and fields filled out. Including all serial number for equipment, forms and signatures required by the customer.
Associate photos are sent through prior to invoicing for the job, and labelled correctly.
Any cash, cheques or alternative payment expected by the office have been met.

Invoicing and payment cycles and methods

When payments will be withheld
Payments will be withheld in accordance to the previous pages description about the issue.

Late payments

A contractor/installer must be notified if there is a delay in payment due to public holidays or different financial institution turn over times. All contractors are advised and reminded to keep up to date with the accounts department and there procedures.

Invoicing Structure

All invoices must contain the following.
Name and address of the customer that the work was done for through CGS
Specifications of the system size or work conducted.
Detailed description of any amounts charged for sundries (broken down).
If there is an unorthodox charge, it must be shown through calculation.

Where invoices need to be sent and when
Invoices to be sent to accounts@captaingreen.com.au before the Monday after the weeks or days of work have been completed.
For example you finished your last job on Friday the 5th; your invoice needs to be sent prior to Monday the 8th before 9am.
Invoicing cycles and payment methods are to be agreed upon and discussed with the accounts department.

Price lists and structures

Prices lists are to be made and agreed upon between the General Manager and the installer/contractor directly. Accounts will have this information. No contractor will have the same rate; sometimes different contractors have different rates. Negotiations and changes to any price list are not permitted without it being addressed with the General Manager, or under the General Managers direction with accounts only.
SUBCONTRACTOR AGREEMENT FOR INSTALLATION OF SOLAR SYSTEMS

DATE: _______________
COMPANY: CAPTAIN GREEN PTY LTD
ABN: 19145762170
SUBCONTRACTOR: ______________________________________________________
SUB CONTRACTOR NAME: ___________________________________________________
ABN: _________________________
ADDRESS: __________________________________________________
CONTACT NO MOBILE: ___________________________________________
LAND LINE NO : ______________________________________________
E- MAIL ID: _______________________________________________________

SCOPE OF THE TRADE WORKS:
PROVIDE SOLAR SYSTEM INSTALLATION AND RELATED WORK TO RESIDENTIAL HOUSEHOLDS
START DATE: ________________________________

CONTRACT PRICE LIST: (see attachments)

The Subcontractor shall provide a written Tax Invoice to the "COMPANY" every week quoting the number of installations done with amount.

All amounts payable to the Subcontractor under this contract are due within _10_ days after the Subcontractor gives the "COMPANY" a written invoice requesting payment.

The defects liability period is _3_ YEARS commencing on practical completion of each solar system

ELECTRICAL CONTRACTOR
LICENCE
License No________________________
License issue date;________________________
CEC License
CEC License No._______________________
License issue date;_______________________
Registered for GST? YES / NO

PUBLIC LIABILITY INSURANCE
License expiry date;________________________
License expiry date;________________________
CEC design License No_____________________
Company:________________________________ Policy No. _________________________
Policy issue date;_________________________ Policy expiry date;_____________________

Unit 1/19 Miowera Rd Chester Hill, NSW, 2162 | Phone: 1300 361 682 | www.captaingreen.com.au
WORKERS COMPENSATION INSURANCE
Policy No. ________________________________

PERSONAL ACCIDENT AND SICKNESS INSURANCE
Company: ________________________________

SICKNESS INSURANCE
Policy No. ________________________________

The "COMPANY" and the Subcontractor agree that this contract is to carry out the works for the contract price in accordance with the terms of this contract.

__________________________      __________________________
COMPANY'S SIGNATURE       Subcontractor's SIGNATURE
## CONTRACTOR PRICE LIST – AS OF JULY 2015

<table>
<thead>
<tr>
<th>SIZE</th>
<th>INSTALLATION COST (INCL GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 X 250 watt panel (1.50 kw)</td>
<td>$650.00</td>
</tr>
<tr>
<td>7 X 250 watt panel (1.75 kw)</td>
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</tr>
<tr>
<td>8 X 250 watt panel (2.0 kw)</td>
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</tr>
<tr>
<td>9 X 250 watt panel (2.25 kw)</td>
<td>$770.00</td>
</tr>
<tr>
<td>10 X 250 watt panel (2.5 kw)</td>
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<tr>
<td>11 X 250 watt panel (2.75 kw)</td>
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<td>12 X 250 watt panel (3.0 kw)</td>
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<td>13 X 250 watt panel (3.25 kw)</td>
<td>$930.00</td>
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<tr>
<td>15 X 250 watt panel (3.75 kw)</td>
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<td>16 X 250 watt panel (4.0 kw)</td>
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<td>18 X 250 watt panel (4.5 kw)</td>
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<tr>
<td>19 X 250 watt panel (4.75 kw)</td>
<td>$1,170.00</td>
</tr>
<tr>
<td>20 X 250 watt panel (5.00 kw)</td>
<td>$1,210.00</td>
</tr>
</tbody>
</table>

**Any Extra panel from 5kw Onwards**

- Tilt kit per panel: $10.00
- High Set House (Flat Charge): $100.00
- Extra String (if more than 2): $55.00
- Excess Driving: $40/hr INCLUDING FUEL
- Overnight Stay: $330 (accommodation not provided)

**Inverter Replacement/Re-install**

$150.00

**Inspection (Test, Fault find, minor repairs)**

$150 + Drive time (if further than 1 hour, use excess driving fee) + Materials used. The fault or error must be determined either before or on the day of inspection. A result must be established. A troubleshooting sheet must be filled out.

**Difficulty Fee *Subject to the approval of the technical manager**

$200.00

**Switchboard Upgrade, adjustments that require materials**

To be quoted to CGS only. No quotes for extra work are to be mentioned to the customer strictly.
Captain Green Solar will supply following materials

- Panels & inverter
- Mounting kit
- D.C Isolator/Switch
- AC Main Switch
- 1P Enclosure
- 4P Enclosure
- 1500V DC Isolators
- 3Phase Main Switch
- 3p Enclosure
- Label kits
- Earth clips / Earthing washer
- MC4 Plugs
- Neutral Link

All other necessary material such as DC Cable, AC Cable, Conduits, Screw, fastener, Sealant, Etc. will be supplied by the Subcontractor.

Important Notes:
1. All prices are inclusive of GST
2. Each complete installation comes with 2 hours of complimentary driving from the Contractors end. Anything extra is to be invoiced using the “Excess Driving Rate”
8. Anything above 10KW or Special Job cases are to be custom quoted prior to installation.
9. The contractor must review and agree to these rates, our terms and conditions prior to commencement of work.

I read & fully understand all terms & conditions of the contract and/or Agreement.

__________________________    __________________________
COMPANY’S SIGNATURE     SUBCONTRACTOR’S SIGNATURE

Name:______________________    Name:______________________
Date:_______________________     Date:_______________________