



GREENER UPGRADE

Installation Agreement and Terms & Conditions

Victorian Energy Upgrades Program — Customer Terms

Legal Name	Greener Upgrade Pty Ltd
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Effective Date	
Version	2.0

Important: This document is a customer-facing agreement and should be read together with the relevant quotation, proposal, VEEC assignment document, VEU Statement of Rights, product warranties and any written variations agreed between the parties.

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1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

“Agreement” means these Installation Agreement and Terms & Conditions, the accepted quotation or proposal, any schedule, customer declaration, VEU acknowledgement, VEEC assignment, variation, invoice and any other document expressly incorporated by written agreement.

“Australian Consumer Law” or “ACL” means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

“Commercial Customer” means a Customer acquiring goods or services wholly or predominantly for business, trade, commercial, investment or professional purposes.

“Consumer Customer” means a Customer who acquires goods or services in circumstances where the Australian Consumer Law applies.

“Contractor”, “Greener Upgrade”, “we”, “us” or “our” means Greener Upgrade Pty Ltd ABN 48 659 098 709, VEU Accredited Person A003285.

“Customer”, “you” or “your” means the person, company, trust, partnership, owner, occupier, tenant, director, authorised representative or other entity accepting the quotation or authorising the Installation Works.

“DNSP” means a distribution network service provider or electricity distributor relevant to the Property.

“Eligible Activities” means VEU Activities 1, 3, 6, 44 and 47 and any other VEU activity for which Greener Upgrade is approved from time to time.

“ESC” means the Essential Services Commission of Victoria or any successor regulator responsible for the VEU Program.

“Installation Works” means all works supplied or arranged by Greener Upgrade, including assessment, supply, delivery, installation, replacement, decommissioning, removal, commissioning, compliance, electrical, plumbing, mechanical, administrative and related services.

“Product” means any air-conditioning system, heat pump, appliance, equipment, component, material, accessory, electrical item, pipework, fixture, fitting or other item supplied or arranged by Greener Upgrade.

“Property” means the property, premises or site where the Installation Works are to be performed.

“Quote” means any quotation, proposal, estimate, work order or accepted offer issued by Greener Upgrade.

“VEEC” means a Victorian Energy Efficiency Certificate created or capable of being created under the VEU Program.

“VEU Program” means the Victorian Energy Upgrades Program established under the Victorian Energy Efficiency Target Act 2007 (Vic), including all rules, regulations, guidelines, codes, activity guides, technical specifications, audit requirements and directions issued in relation to it.

1.2 Headings are for convenience only and do not affect interpretation.

1.3 The singular includes the plural and the plural includes the singular.

1.4 A reference to legislation includes any amendment, replacement, subordinate instrument, code, guideline or statutory instrument made under it.

1.5 If there is an inconsistency between these Terms and a written quotation, the quotation prevails only to the extent of the inconsistency and only for the specific job described in that quotation.

2. Parties and Agreement Documents

2.1 This Agreement is between Greener Upgrade Pty Ltd and the Customer.

2.2 The Agreement is made up of these Terms and Conditions, the accepted quotation, any signed VEU documents, schedules, declarations, written variations and written finance or payment arrangements agreed by Greener Upgrade.

2.3 The Customer must ensure that any person signing or accepting the Agreement on behalf of another person, business, trust, company or property owner is properly authorised to do so.

2.4 The Agreement applies to residential and commercial installations unless a clause expressly states that it applies only to a Commercial Customer or only to a Consumer Customer.

2.5 If the Customer is more than one person or entity, each Customer is jointly and severally liable for all obligations under the Agreement.

3. Acceptance of Agreement

3.1 The Customer accepts this Agreement when the Customer signs a quotation, signs a work order, signs electronically, accepts by email, accepts through an electronic platform, pays a deposit, schedules installation, permits materials to be delivered, or otherwise requests Greener Upgrade to proceed.

3.2 Once accepted, the Agreement is binding on the Customer.

3.3 The Customer acknowledges that they have had a reasonable opportunity to read the Agreement, ask questions, request clarification and obtain independent advice before accepting.

3.4 No verbal statement, sales representation, estimate of savings, rebate estimate or informal message changes this Agreement unless confirmed in writing by Greener Upgrade.

3.5 Greener Upgrade may decline to proceed with a job if eligibility, access, safety, compliance, credit, payment or supply concerns arise before installation.

4. Quotations, Pricing and Validity

4.1 A quotation is valid for thirty (30) days from the date of issue unless a different validity period is stated in writing.

4.2 Greener Upgrade may withdraw or amend a quotation before acceptance.

4.3 Prices are based on the information available to Greener Upgrade at the time of quotation, including information supplied by the Customer, visual inspection, photographs, site information and assumed site conditions.

4.4 Quoted prices do not include additional works unless expressly listed in the quotation.

4.5 Greener Upgrade may correct typographical, clerical, administrative, calculation or obvious pricing errors at any time before installation.

4.6 If site conditions, compliance requirements, product availability, network requirements, VEU requirements or Customer instructions change, Greener Upgrade may issue a revised quotation or variation.

4.7 Any estimated energy savings, bill savings, operating costs, payback periods, certificate values or rebate amounts are estimates only and are not guaranteed.

5. VEU Program and Eligible Activities

5.1 Greener Upgrade is a Victorian Energy Upgrades Accredited Person with AP Number A003285.

5.2 Greener Upgrade may undertake eligible works under VEU Activities 1, 3, 6, 44 and 47 and any other activity for which Greener Upgrade becomes approved from time to time.

5.3 Eligibility for any VEU rebate, discount or VEEC depends on the VEU Program rules and requirements that apply at the relevant time.

5.4 Greener Upgrade does not guarantee that any installation will be accepted by the ESC, an auditor, a regulator, or any other body for VEEC creation.

5.5 The Customer must cooperate with all VEU Program requirements, including signing documents, providing evidence, providing access, allowing photographs, confirming decommissioning and responding to audit or verification requests.

5.6 If a quotation includes a VEU discount, that discount is conditional upon the Customer satisfying all applicable eligibility requirements and assigning VEEC rights to Greener Upgrade.

6. VEEC Assignment and Rebate Benefit

6.1 Where a rebate, discount, incentive or reduced price is offered, the Customer acknowledges that the commercial benefit is provided in reliance upon the Customer assigning all VEEC rights to Greener Upgrade.

6.2 The Customer assigns to Greener Upgrade all right, title and interest in any VEECs created or capable of being created in connection with the Installation Works.

6.3 The Customer must not create, claim, sell, assign, transfer or deal with VEECs relating to the Installation Works other than in favour of Greener Upgrade.

6.4 The Customer must sign all documents and provide all information reasonably required by Greener Upgrade for VEEC creation, assignment, auditing, verification and compliance.

6.5 The Customer acknowledges that the value of any rebate, discount or incentive may be calculated by reference to VEEC values, program rules, product eligibility, installation circumstances and market conditions.

6.6 Greener Upgrade may nominate, transfer, trade, create, register, surrender, claim or otherwise deal with VEECs arising from the Installation Works as permitted under the VEU Program.

6.7 Any rebate, discount or VEEC-related benefit applied to the installation is provided to the extent that it is available and has been provided in reliance upon information supplied by the Customer and eligibility under the VEU Program.

7. Customer Information and Eligibility

7.1 The Customer warrants that all information provided to Greener Upgrade is true, accurate, complete and not misleading.

7.2 The Customer must provide all documents, identification, property information, equipment information, occupancy details, product details, meter details, photographs, signatures and declarations reasonably required for VEU compliance.

7.3 The Customer must immediately notify Greener Upgrade if any information supplied becomes inaccurate or if circumstances change.

7.4 Greener Upgrade may rely on Customer information without independently verifying it unless the law or VEU Program requires otherwise.

7.5 If incorrect, incomplete, false or misleading information causes the installation to be ineligible or causes VEECs to fail, the recovery provisions in this Agreement may apply.

7.6 Greener Upgrade may postpone, cancel or refuse to proceed with Installation Works if eligibility or compliance cannot be reasonably verified.

8. Property Ownership and Authority

8.1 The Customer warrants that they are the registered owner of the Property or have obtained all necessary authority from the owner to enter into this Agreement and authorise the Installation Works.

8.2 Where the Property is owned by a company, trust, partnership, landlord, body corporate, owners corporation, government body or third party, the Customer warrants that all necessary consents have been obtained.

8.3 If the Customer is a tenant, occupier or representative, the Customer warrants that the owner has authorised the Installation Works and the Customer has disclosed that status to Greener Upgrade.

8.4 The Customer indemnifies Greener Upgrade against any claim, loss, cost, damage, liability or demand arising from the Customer failing to obtain proper authority.

8.5 Greener Upgrade may request evidence of ownership or authority before proceeding and may delay works until satisfactory evidence is provided.

9. Site Access and Customer Responsibilities

9.1 The Customer must provide safe, clear and reasonable access to all work areas, including internal areas, external areas, roof spaces, ceiling spaces, switchboards, meter panels, plant areas, garages, driveways, yards and service access points.

9.2 The Customer must ensure that adults with authority are available at the Property when required for access, decisions, approvals and handover.

9.3 The Customer must secure pets, children and vulnerable occupants away from the work area.

9.4 The Customer must remove or protect furniture, valuables, vehicles, fragile items, personal belongings and items that may obstruct the Installation Works.

9.5 The Customer must provide accurate information about building construction, existing systems, access restrictions, defects, hazards, asbestos, electrical condition, plumbing condition, drainage, roof condition and any known safety risks.

9.6 The Customer is responsible for obtaining building owner, landlord, body corporate, owners corporation, strata, tenant, planning or other permissions unless Greener Upgrade expressly agrees in writing to assist.

9.7 If the Customer fails to satisfy these responsibilities, Greener Upgrade may delay, suspend or reschedule the Installation Works and may charge reasonable re-attendance or delay costs.

10. Site Conditions, Safety and Compliance

10.1 Greener Upgrade may suspend or refuse to perform work where unsafe conditions exist or where the work cannot proceed lawfully or compliantly.

10.2 Additional charges may apply for site conditions not included in the quotation, including asbestos, switchboard upgrades, electrical rectification, plumbing rectification, drainage works, structural works, roof access difficulty, additional pipe runs, equipment relocation, penetrations, fire-rated materials, bollards, platforms, bracketry, cranes, traffic management, permits or other compliance requirements.

10.3 Existing electrical, plumbing, structural, mechanical or compliance defects identified during installation must be rectified before work proceeds if rectification is required for safety, compliance, manufacturer requirements or network requirements.

10.4 Such rectification works are not included in the quoted price unless expressly stated in writing.

10.5 The quoted price does not include switchboard upgrades unless expressly stated. Where a switchboard upgrade is required to satisfy Australian Standards, DNSP requirements, manufacturer requirements, VEU requirements or safety obligations, additional charges may apply.

10.6 Greener Upgrade is not responsible for delays or additional costs caused by pre-existing defects or concealed conditions.

11. Additional Works and Variations

11.1 Any work outside the scope of the accepted quotation is a variation.

11.2 Variations may arise due to Customer requests, site conditions, safety requirements, Australian Standards, VEU requirements, ESC requirements, DNSP requirements, manufacturer instructions, product availability or authority requirements.

11.3 Greener Upgrade will notify the Customer of a variation and the estimated cost where reasonably practicable before performing the variation.

11.4 Variations may be approved by written signature, email, SMS, electronic acceptance, recorded call confirmation, payment or any other written method accepted by Greener Upgrade.

11.5 Greener Upgrade may perform immediate work without prior approval where necessary to make the site safe, prevent damage, comply with law, protect equipment or address an urgent safety issue.

11.6 Variation amounts are payable in accordance with the payment terms in this Agreement.

12. Re-attendance and Customer-Caused Delays

12.1 If Greener Upgrade or its installer attends the Property and cannot complete the Installation Works due to Customer-caused delays, lack of access, unavailable occupants, missing approvals, unsafe conditions, incomplete site preparation, incorrect information, unavailable electricity, blocked work areas or Customer postponement, Greener Upgrade may charge a reasonable re-attendance fee.

12.2 A re-attendance fee may also apply where additional attendance is required due to Customer-requested changes after scheduling.

12.3 Greener Upgrade may reschedule the Installation Works at the next available suitable date.

12.4 Re-attendance charges are separate from any other costs payable under this Agreement.

13. Delivery, Storage and Packaging

13.1 Delivery dates are estimates only and are subject to supplier, manufacturer, freight and scheduling availability.

13.2 Risk in Products passes to the Customer upon delivery to the Property except to the extent caused by Greener Upgrade negligence or required otherwise by law.

13.3 The Customer must take reasonable care of Products delivered to the Property and must not move, damage, tamper with, use, sell, install or dispose of them without Greener Upgrade approval.

13.4 Disposal of packaging materials is the Customer responsibility unless otherwise agreed in writing.

13.5 If materials have been delivered and the Customer decides not to proceed, the Customer agrees to pay a delivery and collection fee of \$450, together with any other reasonable costs incurred by Greener Upgrade to the extent permitted by law.

13.6 If delivery cannot occur due to Customer fault, Greener Upgrade may charge reasonable storage, redelivery or handling costs.

14. Customer Cancellation and Change of Mind

14.1 The Customer may cancel before Products are ordered, allocated or delivered, subject to any applicable cooling-off rights and any costs already incurred.

14.2 If the Customer cancels after Products have been ordered, allocated, delivered, manufactured, reserved or specially procured, the Customer may be liable for reasonable supplier cancellation fees, restocking fees, freight, delivery, pickup, administration, permit, compliance and other costs actually incurred by Greener Upgrade.

14.3 If installation has commenced, the Customer must pay for work performed and reasonable costs incurred up to cancellation.

14.4 Greener Upgrade may retain from any deposit only the amount reasonably required to cover losses, costs and expenses incurred, subject to law.

14.5 Nothing in this clause limits any non-excludable cooling-off right or consumer right available by law.

15. VEU Cooling-Off Rights

15.1 Where the VEU Program or applicable law provides a cooling-off right, Greener Upgrade will honour that right.

15.2 The Customer acknowledges that any cooling-off rights applicable to the VEU Program are separate from general cancellation or change of mind requests.

15.3 Nothing in this Agreement excludes, restricts or modifies any statutory cooling-off right available to the Customer.

15.4 If the Customer validly cancels within an applicable cooling-off period, Greener Upgrade will deal with the cancellation in accordance with law and VEU requirements.

15.5 If the Customer requests urgent performance or installation before the end of a cooling-off period, any consequences will be handled in accordance with applicable law and the VEU Program.

16. Installation Works and Subcontractors

16.1 Greener Upgrade will perform or arrange the Installation Works with reasonable care and skill.

16.2 Greener Upgrade may use employees, installers, subcontractors, licensed trades, delivery contractors, auditors, administration staff and service providers to perform any part of the Installation Works.

16.3 Greener Upgrade remains responsible for its obligations under this Agreement, subject to the terms of this Agreement and applicable law.

16.4 Installation dates and times are estimates only. Greener Upgrade will take reasonable steps to meet scheduled installation dates but is not liable for delays outside its reasonable control.

16.5 The Customer must not interfere with the Installation Works or direct installers to perform work outside the agreed scope unless Greener Upgrade approves the variation.

16.6 The Customer must follow all operating, maintenance, safety and handover instructions provided by Greener Upgrade or the manufacturer.

17. Existing Equipment Removal and Decommissioning

17.1 Where the Installation Works require replacement, removal, decommissioning, destruction or disposal of existing equipment, the Customer authorises Greener Upgrade to perform those actions.

17.2 Removed equipment may become the property of Greener Upgrade upon removal unless otherwise agreed in writing or required otherwise by law.

17.3 Greener Upgrade may recycle, dispose of, destroy, retain or photograph removed equipment for VEU compliance, audit, warranty, environmental or record keeping purposes.

17.4 The Customer must not reuse, reconnect, sell, reinstall or transfer decommissioned equipment where doing so would breach VEU requirements or any law.

17.5 If the Customer prevents decommissioning, removal, destruction or evidence collection required by the VEU Program, Greener Upgrade may recover losses arising from failed VEECs or rebate ineligibility under this Agreement.

18. Payment Terms

18.1 Payment is due immediately upon completion unless the quotation, invoice or written payment arrangement states otherwise.

18.2 Greener Upgrade may require a deposit, progress payment, balance payment, finance approval or cleared funds before ordering Products, scheduling installation or commissioning equipment.

18.3 The Customer must pay invoices by the due date stated on the invoice.

18.4 Greener Upgrade may suspend any current or future works where any amount remains unpaid beyond its due date.

18.5 The Customer must not withhold payment for undisputed amounts.

18.6 If the Customer disputes an invoice, the Customer must notify Greener Upgrade in writing promptly and provide reasons and supporting information.

18.7 Any payment plan or instalment arrangement must be agreed by Greener Upgrade in writing.

18.8 The Customer acknowledges that any amount recoverable under this Agreement may be invoiced by Greener Upgrade and becomes immediately due and payable upon issue of the invoice.

18.9 Card payments, finance payments or third-party payment methods may be subject to fees where permitted by law and disclosed to the Customer.

19. Retention of Title

19.1 Ownership of Products supplied by Greener Upgrade remains with Greener Upgrade until all amounts owing under the Agreement are paid in full.

19.2 Until ownership passes, the Customer holds the Products as bailee for Greener Upgrade and must not sell, transfer, dispose of, encumber, damage or interfere with them.

19.3 Where permitted by law, Greener Upgrade may take lawful action to recover Products for which ownership has not passed.

19.4 The Customer agrees to provide reasonable access and cooperation for recovery where recovery is permitted by law.

19.5 The Customer must pay reasonable costs associated with lawful recovery, removal or uninstallation of unpaid Products to the extent permitted by law.

19.6 This clause does not limit any statutory rights of the Customer that cannot be excluded.

20. PPSA Security Interest – Commercial Customers

20.1 This clause applies only to Commercial Customers and to the extent the Personal Property Securities Act 2009 (Cth) applies.

20.2 The Customer acknowledges that this Agreement may create a security interest in favour of Greener Upgrade in Products supplied and in proceeds of those Products.

20.3 The Customer consents to Greener Upgrade registering and maintaining any security interest on the Personal Property Securities Register.

20.4 The Customer must do all things and sign all documents reasonably required by Greener Upgrade to perfect, maintain, enforce or protect a security interest.

20.5 To the extent permitted by law, the Customer waives any rights to receive notices or statements that may be waived under the PPSA.

20.6 The Customer must not grant another security interest over Products supplied by Greener Upgrade until all amounts owing to Greener Upgrade have been paid in full.

20.7 Greener Upgrade may recover from the Customer reasonable costs of registering, maintaining, varying, enforcing or discharging any PPSA security interest.

21. Failed VEECs, Rebate Recovery and Customer Default

21.1 The Customer acknowledges that any rebate, discount, incentive, certificate benefit or reduced price is conditional on VEU eligibility, accurate Customer information, compliant installation, audit acceptance and successful VEEC creation.

21.2 If VEECs are rejected, cancelled, surrendered, invalidated, reduced or unable to be created due to information, actions, omissions, refusal, non-cooperation, misrepresentation, ineligibility or breach by the Customer, the Customer must reimburse Greener Upgrade for:

- the value of lost, reduced, rejected, cancelled or uncreated VEECs;
- any rebate, discount or VEEC-related benefit applied to the installation to the extent that such benefit was provided in reliance upon information supplied by the Customer;
- reasonable compliance, audit, administration, investigation and recovery costs;
- any penalty, surrender cost, rectification cost or regulator-related cost imposed upon or incurred by Greener Upgrade arising directly from the Customer conduct;
- reasonable legal or debt recovery costs incurred in recovering amounts under this section to the extent permitted by law.

21.3 Greener Upgrade will provide reasonable evidence supporting any claim under this clause upon request.

21.4 This clause does not apply where the failed VEEC creation arises solely from the act or omission of Greener Upgrade, its employees, installers or representatives and not from any Customer information, action, omission or lack of cooperation.

21.5 Any amount recoverable under this section may be invoiced by Greener Upgrade and becomes immediately due and payable upon issue of the invoice.

21.6 The Customer must cooperate with all reasonable steps to mitigate any failed VEEC or compliance issue.

22. Costs of Recovery

22.1 If the Customer defaults under this Agreement, the Customer agrees to reimburse Greener Upgrade for all reasonable costs incurred in recovering monies owed to the extent permitted by law.

22.2 Recoverable costs may include debt collection fees, recovery agent fees, legal costs, court filing fees, tribunal fees, process server fees, enforcement costs, repossession costs, location search fees and other recovery expenses.

22.3 The Customer agrees to pay a reasonable administration fee of up to \$500 representing internal administration, account management and recovery activities arising from the default.

22.4 The Customer also agrees to pay all reasonable costs associated with removal, uninstallation, collection, storage or recovery of Products where such recovery is permitted by law.

22.5 Greener Upgrade may disclose contact details, account information and debt-related information to solicitors, debt collection agencies, recovery agents and credit reporting bodies to the extent permitted by law for the purpose of recovering overdue amounts.

22.6 Rights under this section are cumulative and do not limit any other rights available to Greener Upgrade.

23. Product Availability and Substitution

23.1 Product availability is subject to manufacturer, supplier, distributor and freight availability.

23.2 If a quoted Product becomes unavailable, delayed, discontinued, recalled or unsuitable for compliance reasons, Greener Upgrade may offer or supply an equivalent or superior Product with substantially similar or improved functionality, specifications and warranty.

23.3 Greener Upgrade will notify the Customer of any material substitution before installation where reasonably practicable.

23.4 A substitution made under this clause does not entitle the Customer to cancel without cost where the substitute Product is equivalent or superior and suitable for the Installation Works.

23.5 Greener Upgrade provides no warranty in relation to equipment supplied by the Customer or a third party.

24. Workmanship Warranty

24.1 Greener Upgrade warrants that Installation Works performed by or on behalf of Greener Upgrade will be carried out with reasonable care and skill.

24.2 The workmanship warranty period is set out in Schedule A unless a different period is stated in writing.

24.3 A workmanship warranty claim must be notified to Greener Upgrade within a reasonable time after the issue becomes apparent.

24.4 The workmanship warranty does not cover damage, defect or failure caused by misuse, lack of maintenance, customer negligence, unauthorised modification, third-party work, vandalism, external events, pre-existing defects, pest damage, corrosion, storm, flood, fire, power surge not caused by Greener Upgrade or normal wear and tear.

24.5 Greener Upgrade may inspect the installation before accepting or rejecting a warranty claim.

24.6 If a warranty claim is found not to be covered, Greener Upgrade may charge reasonable inspection, call-out, diagnostic and repair costs, provided those costs are disclosed where practicable.

25. Manufacturer Warranties

25.1 Products may be covered by manufacturer warranties.

25.2 Manufacturer warranties are provided by the manufacturer and are subject to manufacturer terms, exclusions, registration requirements and claim processes.

25.3 Greener Upgrade does not manufacture the Products and is not responsible for manufacturer warranty decisions, delays or exclusions, except to the extent required by law.

25.4 Greener Upgrade will provide reasonable assistance with manufacturer warranty claims where the Product was supplied by Greener Upgrade.

25.5 The Customer must operate and maintain Products in accordance with manufacturer manuals, service requirements and reasonable instructions.

26. Australian Consumer Law

26.1 Nothing in this Agreement excludes, restricts or modifies any right, guarantee, warranty, remedy or protection that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

26.2 Where the Australian Consumer Law applies, goods and services come with guarantees that cannot be excluded.

26.3 Any limitation or exclusion in this Agreement operates only to the extent permitted by law.

26.4 If a clause would otherwise be invalid because of a non-excludable law, the clause is to be read down to the extent necessary to make it valid and enforceable.

27. Limitation of Liability

27.1 Subject to the Australian Consumer Law and any other non-excludable law, Greener Upgrade is not liable for indirect, consequential, special or economic loss, including loss of profit, loss of revenue, loss of production, loss of opportunity, loss of goodwill or business interruption.

27.2 Subject to non-excludable rights, Greener Upgrade liability is limited to one or more of the following: repair of goods, replacement of goods, resupply of services, payment of the reasonable cost of repair, payment of the reasonable cost of replacement or payment of the reasonable cost of resupply.

27.3 Greener Upgrade is not liable for differences between estimated and actual savings, operating costs, energy use, tariff outcomes, payback periods, certificate values or financial outcomes.

27.4 The Customer must take reasonable steps to mitigate loss, including by notifying Greener Upgrade promptly of any issue and allowing Greener Upgrade a reasonable opportunity to inspect and rectify where appropriate.

28. Existing Property Conditions and Exclusions

28.1 Greener Upgrade is not responsible for pre-existing defects, latent defects or concealed conditions at the Property.

28.2 Examples include roof leaks, structural defects, hidden wiring faults, hidden plumbing faults, asbestos, non-compliant electrical work, water damage, pest damage, corrosion, inadequate drainage, deteriorated materials, previous poor workmanship, lack of access and defects not reasonably visible during quotation.

28.3 Greener Upgrade may suspend works if a pre-existing defect or concealed condition prevents safe or compliant installation.

28.4 Rectification of pre-existing defects is excluded unless expressly included in the quotation.

28.5 Standard exclusions are set out in Schedule C and apply unless expressly included in writing.

29. Customer Damage, Misuse and Third-Party Works

29.1 Greener Upgrade is not responsible for damage, defects or performance issues caused by Customer misuse, failure to maintain, failure to follow instructions, unauthorised repairs, third-party works, vandalism, impact, accident, weather events, fire, flood, storm, power surge not caused by Greener Upgrade, pest damage or modifications not authorised by Greener Upgrade.

29.2 The Customer must not alter, relocate, remove, disconnect, modify or interfere with Products or decommissioned equipment where doing so may affect safety, warranty, VEU compliance or VEEC eligibility.

29.3 The Customer must promptly notify Greener Upgrade of any suspected defect, fault, hazard or warranty issue.

30. Network, Distributor and Government Approvals

30.1 Some installations may require approval, connection, commissioning, inspection or cooperation from electricity distributors, retailers, DNSPs, government agencies, local councils, regulators, auditors, manufacturers or other third parties.

30.2 Greener Upgrade is not responsible for delays, conditions, refusals or decisions by third parties outside its reasonable control.

30.3 Approval outcomes remain at the discretion of the relevant authority or third party.

30.4 Greener Upgrade does not guarantee approval, connection, commissioning, rebate eligibility, VEEC creation or network acceptance, all of which remain subject to the requirements and decisions of relevant authorities and regulators.

30.5 If a third-party requirement causes extra works or costs, Greener Upgrade may issue a variation.

31. Audits, Inspections, Photographs and Record Keeping

31.1 The Customer acknowledges that VEU installations may be subject to audit, inspection, verification, compliance review and record keeping requirements.

31.2 The Customer agrees to provide reasonable access to Greener Upgrade, the ESC, auditors, regulators, government authorities, inspectors, installers and compliance representatives for inspection or verification relating to the Installation Works.

31.3 Greener Upgrade may take photographs, videos, serial number records, location records, decommissioning records, customer declarations, signatures, communications and other evidence before, during and after installation.

31.4 Such records may be used for installation, compliance, VEEC creation, warranty, audit, training, dispute resolution and regulatory purposes.

31.5 The Customer agrees to cooperate with any audit, inspection, verification or compliance review required by the ESC, auditors, regulators, government agencies or Greener Upgrade.

31.6 Failure by the Customer to cooperate with audits, inspections or verification requests may affect eligibility under the VEU Program and may result in recovery of losses suffered by Greener Upgrade under this Agreement.

32. Privacy and Information Disclosure

32.1 Greener Upgrade collects personal information for the purpose of providing quotations, supplying Products, arranging Installation Works, administering warranties, processing payments, complying with the VEU Program, creating VEECs, conducting audits, handling complaints and meeting legal obligations.

32.2 Personal information may include name, address, contact details, property details, installation details, photographs, energy information, equipment information, signatures, eligibility information, identity information and communications.

32.3 Greener Upgrade may disclose information to the ESC, government agencies, regulators, auditors, installers, subcontractors, manufacturers, suppliers, DNSPs, retailers, finance providers, debt recovery agents, solicitors, insurers, warranty providers, IT service providers and other parties reasonably required for the purposes of this Agreement.

32.4 Greener Upgrade will take reasonable steps to handle personal information in accordance with applicable privacy laws.

32.5 If the Customer does not provide required information, Greener Upgrade may be unable to provide services, apply discounts, create VEECs or complete VEU compliance requirements.

33. Complaints Handling

33.1 Complaints may be lodged with Greener Upgrade using the following details: Phone 1300 643 377 or email veu.admin@greenerupgrade.com.au.

33.2 Greener Upgrade will acknowledge complaints within five (5) business days where reasonably practicable.

33.3 Greener Upgrade will endeavour to investigate and resolve complaints within twenty-one (21) business days where reasonably practicable.

33.4 If further time is required, Greener Upgrade will provide updates where reasonable.

33.5 For VEU Program matters, the Customer may contact the ESC or relevant regulator where applicable.

33.6 The Customer must provide reasonable information and cooperation to assist Greener Upgrade to investigate and resolve the complaint.

34. Force Majeure

34.1 Greener Upgrade is not liable for delay or failure to perform obligations caused by events beyond its reasonable control.

34.2 Such events may include extreme weather, floods, bushfires, storms, pandemics, illness, accidents, industrial disputes, supplier shortages, manufacturer delays, freight delays, government restrictions, regulator delays, network delays, authority delays, utility interruptions, cyber incidents, war, terrorism or acts of God.

34.3 Greener Upgrade may reschedule, suspend or vary Installation Works affected by a force majeure event.

34.4 If a force majeure event continues for an extended period, either party may discuss reasonable alternatives in good faith.

35. Commercial Customer Special Terms

35.1 This section applies only to Commercial Customers.

35.2 Overdue commercial accounts may incur interest at 2% per month calculated daily from the due date until payment, to the extent permitted by law and unless a different rate is agreed in writing.

35.3 Where the Customer is a company, Greener Upgrade may require one or more directors to provide a personal guarantee before proceeding with Installation Works.

35.4 The Customer warrants that it is acquiring the goods and services for business purposes and has had the opportunity to obtain independent legal, financial and technical advice.

35.5 The Commercial Customer must provide any credit information reasonably requested by Greener Upgrade before supply or installation.

36. Electronic Communications and Signatures

36.1 The parties consent to the use of electronic communications, electronic signatures, electronic records and electronic acceptance methods.

36.2 An electronic signature, email acceptance, SMS acceptance, platform acceptance or digitally signed document is binding to the extent permitted by law.

36.3 Greener Upgrade may rely on electronic records as evidence of acceptance, approval, variation, authority, consent, delivery or communication.

36.4 The Customer must ensure that the email address and phone number provided to Greener Upgrade are accurate and monitored.

37. Notices

37.1 Notices to Greener Upgrade must be sent to veu.admin@greenerupgrade.com.au unless Greener Upgrade nominates another address in writing.

37.2 Notices to the Customer may be sent to the email address, phone number, postal address or electronic platform used by the Customer in connection with the quotation or Installation Works.

37.3 A notice is deemed received when delivered, sent, transmitted or otherwise made available, unless the sender receives an automated failure notice or has reason to believe it was not received.

37.4 The Customer must notify Greener Upgrade promptly if contact details change.

38. Assignment and Subcontracting

38.1 Greener Upgrade may subcontract, delegate or arrange performance of any part of the Installation Works to qualified installers, trades, suppliers, administrators, auditors or service providers.

38.2 Greener Upgrade may assign or transfer rights relating to payment, debt recovery, VEECs, warranty administration or business restructuring where permitted by law.

38.3 The Customer must not assign or transfer rights or obligations under this Agreement without Greener Upgrade written consent.

38.4 Any subcontracting by Greener Upgrade does not relieve Greener Upgrade of obligations that cannot be delegated by law.

39. Severability, Waiver and Entire Agreement

39.1 If any provision of this Agreement is invalid, void or unenforceable, that provision is to be severed or read down to the extent necessary and the remaining provisions continue in full force.

39.2 A failure by Greener Upgrade to enforce a right is not a waiver of that right.

39.3 A waiver is effective only if given in writing by Greener Upgrade.

39.4 This Agreement contains the entire agreement between the parties in relation to the Installation Works and supersedes prior verbal discussions, informal messages and representations unless expressly included in writing.

39.5 Any special condition in a quotation or signed schedule prevails over these Terms only to the extent of any inconsistency.

40. Governing Law

40.1 This Agreement is governed by the laws of Victoria, Australia.

40.2 The parties submit to the non-exclusive jurisdiction of the courts and tribunals of Victoria.

40.3 Nothing in this Agreement prevents a party from exercising rights available under applicable consumer, building, energy, privacy, debt recovery or other laws.

Schedule A – Warranty Information

Unless the quotation or a separate warranty document states otherwise, the following workmanship warranty periods apply:

Workmanship Item	Warranty Period
Air-conditioning installation workmanship	As stated in the quotation or as required by law
Heat pump installation workmanship	As stated in the quotation or as required by law
Electrical installation workmanship	As stated in the quotation or as required by law
Plumbing or mechanical installation workmanship	As stated in the quotation or as required by law
Manufacturer warranties	Apply separately and are subject to manufacturer terms

The warranty does not cover exclusions listed in this Agreement, misuse, lack of maintenance, unauthorised modification, third-party work or pre-existing defects.

Schedule B – Eligible VEU Activities

This Agreement may apply to Installation Works under the following VEU activities for which Greener Upgrade is approved or authorised at the relevant time:

- Activity 1.
- Activity 3.
- Activity 6 – Space heating and cooling.
- Activity 44.
- Activity 47.

Eligibility for each activity remains subject to current VEU rules, product requirements, installation requirements, decommissioning requirements, evidence requirements and audit outcomes at the time of the installation.

Schedule C – Standard Exclusions

Unless expressly included in the accepted quotation, the following are excluded from the quoted price:

- Asbestos identification, testing, removal or remediation.
- Switchboard upgrades and meter panel works unless specifically stated.
- Structural engineering, builder works, carpentry, plastering, painting, patching and cosmetic repair.
- Roof repairs, roof restoration, leak rectification and roof safety upgrades.
- Additional electrical circuits, trenching, conduit, cabling, bollards, fire-rated sheeting or platforms unless stated.
- Internet, Wi-Fi, mobile network connection, customer router configuration or monitoring subscriptions.
- Retailer charges, DNSP charges, council fees, body corporate fees, permit fees and authority charges unless stated.
- Customer-supplied equipment and third-party equipment.
- Cranes, scaffolding, traffic management, restricted access equipment or special access unless stated.
- Rectification of pre-existing non-compliant electrical, plumbing, drainage, structural or mechanical defects.

If excluded works are required for safety, compliance or completion, Greener Upgrade may provide a variation or the Customer may arrange the works independently using properly qualified trades.

Schedule D – Customer Declaration

I/We declare and acknowledge that:

- All information provided to Greener Upgrade is true, accurate and complete.
- I/we am/are the property owner or have authority to approve the Installation Works.
- I/we have read and understood the Agreement or had the opportunity to seek independent advice.
- I/we authorise Greener Upgrade to perform the Installation Works.
- I/we agree to provide access, cooperation, documents, photographs and signatures reasonably required for VEU compliance.
- I/we understand that additional costs may apply for site conditions, variations, switchboard upgrades, re-attendance or excluded works.

Customer name:

Property address:

Signature:

Date:

Schedule E – VEU Acknowledgement and VEEC Assignment

I/We acknowledge that:

- Greener Upgrade Pty Ltd is a VEU Accredited Person, AP Number A003285.
- Any rebate, discount or incentive is conditional upon eligibility and assignment of VEEC rights.
- I/we assign to Greener Upgrade all rights, title and interest in VEECs arising from the Installation Works.
- I/we will not claim, assign or transfer VEECs for the Installation Works to any other party.
- I/we have been provided with or had access to relevant VEU information and any applicable VEU cooling-off information.
- I/we consent to information being provided to the ESC, auditors, regulators, installers, service providers and government agencies where required for VEU compliance.
- I/we understand that failure to provide accurate information or cooperate with audits may affect eligibility and may result in recovery of lost VEEC value and related costs under this Agreement.

Customer name:

Signature:

Date:

Schedule F – Complaints and Privacy Collection Notice

Complaints may be sent to Greener Upgrade Pty Ltd by phone on 1300 643 377 or by email to veu.admin@greenerupgrade.com.au.

Greener Upgrade will endeavour to acknowledge complaints within five business days and resolve complaints within twenty-one business days where reasonably practicable.

Greener Upgrade collects personal information to provide quotes, arrange installations, process payments, administer warranties, comply with the VEU Program, create VEECs, respond to audits, handle complaints and meet legal obligations.

Information may be disclosed to the ESC, auditors, regulators, government agencies, installers, subcontractors, suppliers, manufacturers, DNSPs, retailers, finance providers, debt recovery agents, solicitors, insurers and IT service providers where reasonably required.

If required information is not provided, Greener Upgrade may be unable to provide services, claim VEECs, apply discounts or complete compliance requirements.

End of Document — Greener Upgrade Pty Ltd | ABN 48 659 098 709 | VEU Accredited Person A003285