

STAND-ALONE POWER SYSTEM CONTRACT

PARTIES

1 (Company) _____

2 (Client) _____

In consideration of the Company agreeing to design, supply and commission a Stand-Alone Power System ("the System"), the Client has agreed to pay to the Company the Contract Sum.

PARTICULARS

A DESCRIPTION OF WORKS ("the Works")

To design, supply, install and commission the System in accordance with New Zealand Standards and to the specification set forth in Schedule A ("the Specification")

B LOCATION OF WORKS

The System will be installed at "the Site",

Physical Address _____

Legal Description _____

C EQUIPMENT

The System will include the equipment set forth in Parts C & D of Schedule A

D CONTRACT SUM

The total Contract Sum shall be \$..... payable as set forth in *Specific Terms and Conditions* Clause 2. All prices include/exclude GST (*delete one*).

E START DATE

Subject to the Contract being signed _____.

F TIME OF COMPLETION

The parties anticipate that the System will be installed and commissioned within ____ days from the Start Date.

G GENERAL TERMS AND CONDITIONS

The General Terms and Conditions set forth as Schedule B shall apply to this Contract.

H THE CONTRACT

The Contract shall embody these Particulars and Specific Terms and Conditions, the Conditions set forth in Schedule A, Schedule B and any agreed variations, exhibits, schedules and other annexures.

I CONTRACT DATE

EXECUTED AS AN AGREEMENT

By or on behalf of the Client:

Name: _____

By or on behalf of the Company:

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SPECIFIC TERMS AND CONDITIONS

1. SCOPE OF CONTRACT

1.1 In consideration of the Contract Sum the Company shall install the System in accordance with industry guidelines and all relevant New Zealand Standards. The applicable standards are:

AS/NZS 3000 Wiring Rules

AS 4509 Stand-alone Power Systems

AS 4086.2 Secondary batteries for SPS - Installation and maintenance

AS/NZS 5033 Installation of Photovoltaic (PV) Arrays

Note: Other standards may be referenced by these where required and by reference the relevant sections of these standards also become mandatory.

- 1.2 The System will be designed to meet the Specification set forth in Schedule A.
- 1.3 A description of the System and diagram giving the location of at least the renewable energy source, battery, controller and inverter is attached as Part B of Schedule A.
- 1.4 The System shall include the equipment specified in Part C of Schedule A ("the Client Equipment").
- 1.5 The System shall include the equipment specified in Part D of Schedule A ("the Company Equipment").

2. PAYMENT OF CONTRACT

2.1. The Contract Sum shall be paid as follows:-

2.1.1. A deposit of \$..... payable forthwith on execution of this Contract.

2.1.2. Progress payments are required as follows (delete if not applicable):

Amount of payment	Required time

2.1.3. The balance of \$is payable upon completion of installation and commissioning.

3. OBLIGATIONS

3.1. Equipment

3.1.1. The Client will provide the Client Equipment and the Company will provide the Company Equipment, for installation at the Site as component and integral units for the proper operation of the System.

3.2. Site Conditions

3.2.1. The Client shall furnish or make available to the Company such documents and information that relates to the identity, location, nature, or characteristics of any potential hazards or hazardous materials at, on, or under the Site.

3.2.2. The Company assumes no responsibility or liability for the accuracy or completeness of such documents and information, and all such documents and information shall remain the property of the Client.

3.3. Site Preparation

3.3.1. The Client, at its expense, will undertake in accordance with the Company specifications and within the times set forth in those specifications, the Site preparation for the installation of the System and for the provision of all facilities for the proper installation and operation of the System. Installation of the System by the Company shall be conditional upon Site preparation by the Client as specified in Part E of Schedule A.

3.3.2. All on-site work carried out by the Company will be carried out in accordance with relevant central and local government requirements and in accordance with the Health and Safety in Employment Act 1992.

4. DESIGN AND SYSTEM PERFORMANCE

4.1. The Company acknowledges that the design energy source data is as specified in Schedule A Part F.

4.2. The Client acknowledges the successful operation of the System is dependent upon the particulars of the Load Assessment (specified in Part A of Schedule A) being true and accurate and in the event that inaccurate Load Assessment causes the System to default the Client shall indemnify the Company against all liabilities, costs and expenses in respect of claims in relation to loss of or damage to tangible property to the extent that such loss or damage is attributable to the particulars disclosed in the Load Assessments.

4.3. The Load Management Strategies (specified in Part G of Schedule A) and the Peak Performance Strategies (specified in Part H of Schedule A) have been agreed upon and shall be undertaken by the Client to ensure that the System will perform as specified. The Company represents to the Client that these Strategies will assure the successful operation of the System.

5. TESTING AND COMMISSIONING

5.1. The Company shall test and commission the System after installation in accordance with AS 4509 "Test and Commissioning", to ensure that it is operating as specified in the Contract.

5.2. Commissioning of the System shall be deemed to have occurred when the System commences operating on the Site in accordance with the specification set forth in this Contract.

5.3. The Company will provide the Client with training as specified in Schedule A Part J.

6. WARRANTIES

6.1. The Company shall be responsible only for any defect/s in the equipment supplied by the Company (except those defect/s covered by Clause 7.2) or for faulty workmanship of the Company appearing in the work within a period of months from the date of installation. ("the Guarantee Period")

6.2. The Company shall not be liable for any defect/s in the equipment unless the defect/s has occurred during the Guarantee Period and has been notified to the Company within 7 days after its appearance.

6.3. The Company shall make available or otherwise provide the Client with the benefit of warranties and guarantees provided by the suppliers of the Equipment. Original warranty documentation will be provided to the Client by the Company in the Systems Operations Manual as required by AS4509 and listed in Schedule A part D.

6.4 Manufacturers' warranties for all third party products supplied as part of the Company Equipment are as set out in Part I of Schedule A.

7. WARRANTY - EXCLUSIONS AND LIMITATIONS

7.1. While all due care will be taken, the Company will not accept responsibility for components supplied by the Client or for goods that are used or dealt with in any way that is not usual.

7.2. The Company will not be responsible for loss or damage to any of the Client's property, real or personal, or for any faults or defects in the System due to misuse or damage caused by others, including the Client, or if the System fails to operate due to any or all of the following including but without limitation:-

- i. an event of Force Majeure,
- ii. atmospheric electrical discharges,
- iii. flooding or water damage,
- iv. the data supplied by the Client was inaccurate or untrue,
- v. improper maintenance by the Client,

- vi. the Client has failed to maintain the Site to ensure that there is not obstruction to the successful operation of the System,
- vii. unauthorised repairs, modifications or additions by the Client,
- viii. faulty operation of Client equipment,
- ix. loading in excess of load assessments as specified in Schedule A part A,
- x. the System fails to operate because of climate conditions beyond that which could be reasonably anticipated having regard to Site location and recorded weather patterns, or
- xi. any other cause beyond the control of the Company.

8. DELAY OF WORKS

8.1. Should the progress of the Works be delayed for any of the following causes:

- i. by the inability of the Company to obtain the required components;
- ii. by an authorised variation to the Contract;
- iii. by an act of Force Majeure,

then the Company shall be entitled to make a fair and reasonable extension of the time provided for completion of the works, provided that the Company notifies the Client of this extension in writing.

9. DELIVERY OF GOODS

9.1. Prior to delivery of the Equipment (or any part thereof), the Company shall notify the Client of the proposed date of delivery (which may be during business hours on a business day). Upon delivery, the Client will provide access to the Site.

9.2. Delivery of the Equipment specified in Part C of Schedule A is subject to the Company being able to obtain the said components.

9.3. The Company shall be responsible for all goods delivered to the Client until such time as the goods reach the delivery address and are accepted by the Client (ie by signature). After acceptance by the Client, the Client shall be responsible for all goods delivered by the Company.

10. DEFAULT BY CLIENT

10.1. Should the Client fail to make due payment for the goods or services specified in this Contract within fourteen days of the required time as specified in 2.1.2, then the Company may suspend works, withhold goods and take steps to recover money and/or goods, and at the same time give notice of such suspension and withholding in writing to the Client. The Company shall recommence work within an acceptable period not exceeding 90 days of payment being made by the Client.

10.2. Amounts overdue will attract an interest rate of% per annum commencing fourteen days after the due date for payment and continuing until payment and interest is received in full by the Company.

11. DEFAULT BY COMPANY

11.1. Should the Company make default in any of the following respects:

- a) If the Company becomes bankrupt; or
- b) If the Company fails to supply any of the goods specified in this Contract (or suitable replacements if the goods specified are unavailable); or
- c) If the Company fails to proceed with the Works with due diligence and in a competent manner; or
- d) If, without reasonable cause, the Company wholly suspends the works before completion; or
- e) If the Company abandons the Contract;

AND the Company continues such default for seven days after notice in writing specifying such default, then the Client may, without prejudice to any other rights or remedies, engage another person or other entity to complete the Works.

11.2. Should the total amount of the cost of completion by such other company and the amount of progress payments (if any) made to the Company be greater than the Contract Sum, then the difference shall be a debt due and payable to the Client by the Company within 14 days.

12. VARIATIONS TO THE CONTRACT

12.1. Any variations requested by the Client after the Contract Date must, in order to be enforceable, be made in writing to the Company and signed by both parties.

12.2. The Company may decline to execute any variation.

12.3. The cost of any additional work shall be added to the Contract Sum and shall be paid with the next payment due after the execution of such work.

13. INJURY TO PROPERTY

13.1. The Company shall be liable for and shall indemnify the Client for any injury or damage to any property, real or personal, in so far as such injury or damage arises from the execution of the Works and provided that the same is due to any negligence, omission or default of the Company, the Company's agents or employees.

14. USE OF CONTRACT

14.1 This clause is expressly included herein for the benefit of the Sustainable Energy Association of New Zealand ("SEANZ"), and the parties agree and acknowledge that this clause is included for SEANZ's benefit and is a clause on which SEANZ is entitled to rely. As part of the benefits it provides to its members, SEANZ has published a template for use by its members in entering into contracts and this contract has been prepared using that template as a starting point. Whilst SEANZ and its advisers have taken every care in the preparation of the template, the parties agree to obtain and rely on their own advice in relation to their contract, and it is an express term of this contract that the parties absolve and release SEANZ from any liability whatsoever that might arise as a result of the use of SEANZ's template, whether such liability is said to arise by reason of the operation of any central or local government legislation or at common law or equity or in any other way howsoever.

Schedule A – The Specification

Part A

The Load Assessments – Client must sign

AC Loads

The System will support the following A.C. appliances for the periods specified:

Appliance	Qty	Rated Power (W)	Winter or dry season		Summer or wet season		p.f	Contribution to max demand VA	Surge factor	Contribution to surge demand		Comments
			Usage time (h /day)	Energy (Wh /day)	Usage time (h /day)	Energy (Wh/ day)				Potential	Design	

DC Loads

The System will support the following D.C. appliances for the periods specified:

Appliance	Qty	Rated Power (W)	Winter or dry season		Summer or wet season		Contribution to max demand (W)	Comments
			Usage time (h/day)	Energy (Wh/day)	Usage time (h/day)	Energy (Wh/day)		

Signed by the Client.....

Schedule A

Part B

Description of the System and Diagram (Clause 1.3) – Company must sign

Signed by the Company.....

Schedule A

Part C

Equipment to be supplied by the Client (The Client Equipment - Clause 1.4)

The Client will provide the equipment described below for installation at the Site as component and integral units for the proper operation of the System.

Description	Qty

Part D

Equipment & documentation to be supplied by the Company (The Company Equipment - Clause 1.5)

The following equipment will be supplied by the Company as part of the System.

Renewable Energy Equipment

This section includes equipment such as the PV array, wind generator and/or micro-hydro generator and their support structures.

Item #	Qty	Description (Make, model/type, electrical spec)

Energy Storage Equipment

This section includes equipment such as batteries, battery safety equipment, mains fusing and isolation and any battery enclosures, racks etc.

Item #	Qty	Description (Make, model/type, electrical spec)

Control Equipment

This section includes equipment such as controllers, regulators, metering and data logging.

Item #	Qty	Description (Make, model/type, electrical spec)

AC/DC and/or DC/AC Conversion Equipment

This section includes equipment such as inverters and battery chargers.

Item #	Qty	Description (Make, model/type, electrical spec)

Generator

Item #	Qty	Description (Make, model/type, electrical spec)

Other

This section includes other electrical components and materials. All hardware, cable and accessories are provided for the mounting, wiring and connection of the Equipment specified in this Part of this Schedule. This section may also include any other fixtures or enclosures not included elsewhere.

Item #	Qty	Description (Make, model/type, electrical spec)

System Documentation

(This section includes documentation supplied to the customer).

Item #	Qty	Description
1	1	A shutdown and isolation procedure for emergency and maintenance purposes.
2	1	Operating instructions for the System and equipment ie a short description of the function and operation of all installed equipment.

Schedule A

Part E Site Preparation to be undertaken by Client (Clause 3.3.1)

Schedule A

Part G

Load Management strategies (Clause 4. 3)

(N.B. If no Load Management Strategies are required, a line should be drawn across the above and initialled by each party).

Part H

Peak performance strategies (Clause 4.3)

The following strategies have been agreed upon and shall be undertaken to ensure that the system will perform as specified (e.g wipe dust off modules every 3 months):

Description	Frequency

N.B. If no peak performance strategies are required, a line should be drawn across the above and initialled by each party.

Schedule A

Part I

Manufacturers' Warranties (Clause 6.4)

Part J

Training (Clause 5.3)

Schedule B

General Terms and Conditions

Whenever the words or phrases defined here occur in the Contract to which this Schedule B is part or in the drawings, specifications or other documents related to the Contract or this document they shall be deemed to mean as follows:

1. DEFINITIONS

1.1. In these conditions:-

"the **Client**" shall mean the person for whom the Works are being carried out, or any person acting by the client's authority and on the client's behalf.

"the **Company**" shall mean the person carrying out the Works, or any person acting by the company's authority and on the company's behalf.

"the **Contract**" shall mean the Contract to which Schedule A and B are parts including any special conditions or documents annexed or scheduled hereto.

"**Force Majeure**" shall mean an act, event, non-happening, omission, accident or act of God beyond the reasonable control of either party including strikes, civil strikes, riots, wars, threats of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, or epidemics.

"**GST**" shall mean goods and services tax pursuant to the Goods and Services Tax Act 1985 or any substitute therefore.

"**Goods**" shall mean any goods or services supplied to the Client by the Company in respect of this Contract.

1.2. "the Works" – as specified on page 1

1.3. In the event of any inconsistency between any of the provisions of these General Terms and Conditions and the provisions contained in the Contract, the Contract shall prevail.

2. DELIVERY AND TITLE

2.1. Ownership of the Company Equipment will remain with the Company until such time as the Equipment that is the subject of this Contract and all other plant and equipment agreed to be supplied by the Company to the Client and all debts owing by the client for the Equipment or arising from the provision of services by the Company to the Client have been paid in full.

3. INSTALLATION

3.1. Any additional installation service requested by the Client or caused by the Client failing to meet its obligations hereunder will be subject to the Company's then current pricing and rates or charges.

4. LIABILITY OF THE COMPANY

4.1. Except as required by the Fair Trading Act 1986 or any other Act, all implied conditions and warranties are hereby excluded. Subject to those conditions and warranties necessarily implied under the Fair Trading Act or any other Act, the Client's sole and exclusive remedy for any damage, whether direct, indirect, special, consequential or contingent shall, at the Company's option, be limited to the following:

i. In the case of goods:

- a) The replacement of goods or supply of equivalent goods
- b) The repair of goods
- c) The payment of the cost of replacing or repairing equivalent goods

ii. In the case of services:

- a) The supply of the services again
- b) The payment of the cost of having the services supplied again.

4.2 No forbearance or other indulgence granted by the Company to the Client shall in any way discharge the Client from any of its obligations under this agreement or in any way alter or affect any such obligation.

4.3 No forbearance or other indulgence granted by the Client to the Company shall in any way discharge the Company from any of its obligations under this agreement or in any way alter or affect any such obligation.

5. INTELLECTUAL PROPERTY

5.1. The Client acknowledges that all inventions, technology, writings, art work, drawings, designs, computer programs and other copyright works and other intellectual property created for the Client belong to the Company.

6. OBLIGATIONS OF THE COMPANY

6.1. *Health and Safety*

In performance of the Works, the Company shall:-

- a) comply with all the Health and Safety in Employment Act 1992 and all other central and local government legislation regarding health and safety;
- b) prepare and comply with its own Health and Safety Plan; and
- c) comply with any applicable safety requirements established by Client for the Site.

6.2. *Standard of Care*

The Company shall perform the Works with the standard of care, diligence and skill ordinarily exercised by other firms providing similar services and in accordance with accepted and sound professional practice and procedures.

6.3. *Independent Contractor*

The Company is an independent contractor and is responsible for the means and methods of carrying out the scope of services and for the safety of its employees. Except as agreed by the Client, the Company shall not subcontract the performance of any of the Works.

7. DISPUTE RESOLUTION

7.1. The parties agree to use their best endeavours to resolve, by negotiation, any problem that arises between them. Subject to both parties' rights of termination under this Agreement, until the following dispute resolution process has been exhausted, neither party will resort to legal proceedings except if it is necessary to seek an urgent interim determination.

7.2. If a dispute arises, including a breach or an alleged breach (a 'Dispute') which is not resolved through negotiation by both parties or is sufficiently serious that it cannot be resolved through negotiation by both parties within 5 working days (or such other time frame agreed between the parties) of notification, the parties may agree to mediation. If mediation should fail to resolve a Dispute within 30 days from the date that the Dispute arose (or such longer period as the parties may agree), either party may commence legal proceedings against the other.

8. NOTICES

- (a) Any notice to be given under the Contract is to be in writing and delivered by hand or sent by pre-paid ordinary post or by facsimile or electronic mail to the address of the party to whom it is directed or the facsimile number or electronic mail address of that party or to such other address or number as a party may notify to the other from time to time.
- (b) A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- (c) A letter or facsimile is deemed to be received:
 - i. in the case of hand delivery, on the day it is delivered;
 - ii. in the case of a posted letter, on the third day after posting; and
 - iii. on the day in which, in the case of facsimile, there is production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.
- (d) An electronic mail communication is taken to be received on transmission if it is not returned undeliverable.

This contract is made available in New Zealand by The Sustainable Electricity Association of New Zealand (SEANZ).

The contract has been adapted from a contract provided by the Clean Energy Council, Australia. The contract was originally funded by Department of the Environment, Water, Heritage and the Arts.

SEANZ would like to acknowledge the support of these two organisations, and the Energy Efficiency and Conservation Authority EECA, for their assistance in adapting this contract to New Zealand.