



## THE GO ENERGI SYSTEM & GO ENERGI REPAYMENT PLAN AGREEMENT

Last Updated on the 16th of April 2025

### A. Definitions

- 'You', 'Your' means any natural or legal person and includes a company, partnership, joint venture, association, corporation, Government Agency, regulatory body, or any other public or private body whether corporate or incorporate indicated as the subscriber or customer in the Application Form and/or Agreement.
- 'Us', 'We', 'Our', except where otherwise defined, means GO p.l.c., its group companies, any successor in business or assignee and where applicable, includes any director, official, employee or agent of GO p.l.c.
- 'Residential' means that the Premises where the Service is installed are used wholly:
  - For residential purposes;
  - As non-governmental organisational Premises, if We decide in Our sole discretion to allow the said non-governmental organisations to benefit from this Residential Bundle Tariff.
- 'GO Energi System' is the hardware included in the energy-saving products and all ancillary products provided by GO under this Agreement and included in Your Order Form which may include PV panels, inverter, battery, ballasts, optimisers, structure, switchgear and cabling.
- 'GO Energi Repayment Plan' is the plan by which You are purchasing the GO Energi System, upon signing the Order Form, by means of the Grant and subsequent Monthly Payments made by You for the Term subject to this Agreement.
- 'Monthly Payment' means each scheduled Monthly Payment as stated on the Order Form which shall be paid by You to Us for the duration of the Term as a means of gradual payment for the GO Energi Repayment Plan.
- 'Grant' means the value in funds which You will or should receive from the Authority for a GO Energi System depending on Your eligibility under a relevant energy scheme and which must be paid to Us in accordance with the terms of this Agreement.
- 'Grant Application' means the submission by Us on Your behalf to the Authority of all forms in relation to Your eligibility and the Grant.
- 'Order Form' is the application form, signed by You, in which You request the GO Energi Repayment Plan.
- 'Term' means the duration of this Agreement which commences on the date Your Order Form is signed by You until the GO Energi Repayment Plan is paid for in full or until the expiry of Your Warranty, whichever is the latest.
- 'Premises' means the address indicated in the Order Form and/or the Agreement wherein the GO Energi System is to be installed, and in which the GO Energi System is actually installed. Your premises must be within Maltese territory for the duration of Your Agreement.
- 'Engineering Design Fee' is a one-time non-refundable fee that You would need to pay to subscribe for the GO Energi Repayment Plan.
- 'Sales Order' means the document annexed to this Agreement which includes the specifications of Your GO Energi System that You agreed to.
- 'Authority' means the relevant government authority duly established by law and responsible, amongst other things, for establishing the eligibility criteria for grants in relation to renewable energy schemes and responsible for managing such schemes, receiving and processing applications and collecting and processing information accordingly.
- 'Warranty' means a written guarantee to You promising to repair or replace the GO Energi System in accordance with the terms of this Agreement.

### B. General

- This Agreement regulates (i) Your purchase of the GO Energi System from GO p.l.c. of GO, Tarxien Road, Zejtun, ZTN 3000, Malta and (ii) the terms and conditions which regulate Your GO Energi Repayment Plan with GO p.l.c. of GO, Tarxien Road, Zejtun, ZTN 3000, Malta.
- It is Your sole responsibility to read carefully and understand this Agreement and all the attached annexes which form part of it.
- The purchase of a GO Energi System and payment of it by means of the GO Energi Repayment Plan are both subject to Your eligibility as defined by this Agreement.
- This Agreement shall be valid for the Term.
- You understand and agree that the generation figures contained in Your Sales Order relating to Your GO Energi System may include rounding and are being provided for indicative purposes only as per the Authority's recommendations. We cannot be held liable for any inaccuracies in these calculations or for any reduction in generation figures which may take place over time due to reasons beyond Our control or not covered by the Warranty.

- You understand and agree that we are providing the GO Energi System as agents of AQS Limited, a Maltese registered company with company registration number C50569, and that some aspects of this Agreement may be fulfilled by AQS Limited on Our behalf.
- This Agreement is governed and construed according to the Laws of the Republic of Malta. Any disputes are to be submitted to the exclusive jurisdiction of the Maltese courts.
- Nothing in this Agreement shall affect any of Your statutory rights.

### C. Eligibility

- You may only apply for the GO Energi Repayment Plan if;
  - You are a Residential customer and are 18 years or over, yet not older than sixty-five (65) years of age, have full ownership of the roof of the Premises where the GO Energi System is to be installed, and You satisfy the eligibility criteria set by the Authority to receive the Grant;
  - You have proof of identity by means of a Maltese Identity Card or Maltese Residence Card;
  - You present a valid electricity bill, issued in Your name for the Premises and in which the electricity tariffs paid are denoted as 'residential'. The date of issue of the electricity bill should be within the last 6 months prior to the Grant Application; and
  - You and Your bank accept to effect payments by Direct Debit to Us.
- A credit check may be conducted by Us prior to signing the Order Form. We may also ask You to provide documentation to prove You are in full-time employment.
- We reserve the right to refuse Your Order Form if We consider that You are not a suitable applicant for reasons such as Your credit status or history or if You do not satisfy Our or the Authority's eligibility criteria.
- We reserve the right to carry out further credit checks and other related checks during the GO Energi Repayment Plan in order to safeguard Our interests and ensure that You remain eligible for the GO Energi Repayment Plan throughout the Term. Should we have reasonable cause to believe that You are no longer credit worthy, We reserve the right to terminate the Agreement. We may share Your details with credit reference agencies if You default on Your payments. Further information on our sharing of Your personal data with third party credit reference agencies may be found in our [Privacy Policy](#)

### D. Term

- Except for those clauses that are intended to survive the Term of this Agreement, the GO Energi Repayment Plan shall apply for one hundred and twenty (120) months unless You pay any outstanding balance for the GO Energi Repayment Plan in full, and in one single payment prior to the end of the Term, or unless We terminate this Agreement for any breach or failure on Your part as specified in this Agreement;
- You will be responsible to continue making the agreed payments towards Your GO Energi Repayment Plan if the GO Energi System experiences a fault, whether minor or critical, at any time during the Term.
- You will be responsible to continue making the agreed payments towards Your GO Energi Repayment Plan if You sell or alienate the Premises on which the GO Energi System is installed.
- This Agreement can only be transferred to another individual subject to the terms and conditions laid down by the Authority in respect of the Grant and/or the GO Energi Repayment plan has been paid in full.
- You should inform Us if You change Your address at any time throughout the Term.
- Without prejudice to Our right to take legal action to recover all dues, We may terminate this Agreement in the event of any persistent late or non-payment. Late payment charges and/or interest fees to the maximum allowable at law and/or applicable charges for late or non-payment may also apply.

### E. Termination

- This Agreement will terminate automatically if:
  - the Authority refuses your Grant application at any time;
  - We discover that any of the information You provided to Us or to the Authority is incorrect or fraudulent;
  - You act fraudulently towards Us in any way or Your GO Energi System is used in a fraudulent or otherwise criminal manner, whether against Us or a third party.
- This Agreement will also be terminated by Us if You breach any of the terms of this Agreement, including clause C.4, clause D.6, clause H.15 and clause J.2
- In the event of termination by Us, the GO Energi Repayment Plan shall cease immediately, and You will immediately need to pay the remaining balance in full of the GO Energi Repayment Plan.

4. In the event of termination after installation of the GO Energy System, the GO Energy Repayment Plan shall cease immediately, and You will immediately need to pay the full remaining value of Your GO Energi Repayment Plan.
5. The GO Energi Repayment Plan will terminate upon Your payment in full of the balance due for the GO Energi System, whether this takes place by means of Monthly Payments as indicated in Your Order Form, or a one-off payment.

## F. Installation

1. Where applicable the Price is inclusive of the GO Energi System and installation thereof which comprises of:
  - a. Delivery up to the rooftop of the Premises not more than four (4) storeys high;
  - b. Use of a 5 tonnes Crane up to a duration of one (1) hour at the Premises;
  - c. Up to 30m of cabling (required to install the GO Energi System);
  - d. A ground-mounted metal support structure.
2. In the event a crane exceeding the strength of 5 tonnes and/or any other machinery is required, this will be billed to You once the installation of the GO Energi System takes place.
3. Any necessary additional cabling will be billed to You once the installation of the GO Energi System takes place.
4. If Your GO Energi System requires additional re-enforcement structure, or any additional sub structure, the amount due for this structure will be billed to You once the installation of the GO Energi System takes place.
5. You are responsible to verify whether the GO Energi System falls within the development control design guidance and standards, and obtain necessary permits from the authority responsible for planning permission, if required.
6. You are also responsible for ensuring that Your roof can support the GO Energi System proposed to You and We recommend that prior to signing this Agreement You consult Your architect as required. The weight of the GO Energi System is listed in the Quotation and/or Sales Order You have signed. You will be responsible for applying and complying with any permits required for the delivery to Your Premises from the relevant authorities at Your cost.
7. In the event of relocation of the GO Energi System within the same Premises, this must be carried out by Us and the respective charges are to be paid by You.
8. The Installation shall take place by a trained installer at a time to be mutually agreed by You and Us at the Premises. Installation services may be provided directly by Us or Our contractors.
9. You are to ensure that the Premises are safe and adequate for Our installers to work at and install Your GO Energi System.
10. The installation of the GO Energi System is to be carried out as per manufacturer's recommendations. The layout/placement of the installation will be installed according to the design within the Sales Order signed by You.
11. Should the GO Energi System be installed without a reasonable safe reach for our installer or technician, and there will be the need to hire a high-up/cherry picker or any other equipment when installing or when carrying out maintenance/repair, such costs are to be incurred by You.
12. Installation is complete once certified by Our engineer.
13. In the event that You cancel the installation appointment within less than twenty-four (24) hours prior to the installation date, a non-refundable charge of one-hundred euros (€100) applies. This will be billed to You immediately.

## G. Grant Application

1. We will assist You in completing both Grant Applications in relation to i) Your eligibility to the Grant, and (ii) the Grant.
2. Following installation of the GO Energi System, We will assist You in completing the Grant Application process in relation to the Grant.
3. We will not be held responsible for any situation which may exclude You from being eligible for a Grant, subsidy, feed-in tariff or any financial benefit. We strongly recommend You read the application guidelines available on the Authority's website before applying for the Grant or tariffs.
4. You agree to provide the necessary information to Us within 5 working days from installation date and to finalise and sign the Grant Application, and to cooperate with Us fully until Your Grant Application is accepted by the Authority and We receive the Grant in relation to Your Grant Application. Failure to do so shall mean the immediate termination of this Agreement and clause E.3 and E.4 shall apply.

## H. Payment

1. The specific hardware and installation details, including price, for Your GO Energi System are as stated on Your Sales Order annexed to this Agreement and signed by You.
2. All prices and values are in Euro (€) and are inclusive of VAT. The GO Energi Repayment Plan does not charge interest to You.
3. To apply for the GO Energi Repayment Plan, a one-time non-refundable Engineering Design fee of one-hundred euros (€100) applies. Should You already be an existing GO Home Pack Bundled Plan and/or GO mobile Freedom Plan customer, this fee will be waived.
4. Upon installation, the GO Energi System immediately becomes Your property. Your fiscal receipt will be issued following installation of Your GO Energi System, however You acknowledge and agree that payment for the GO Energi System under the GO Energi Repayment Plan shall have not yet been effected in full by You and that such fiscal receipt shall not be proof of payment by You.
5. The GO Energi Repayment Plan shall commence immediately upon installation.

6. You accept that the bill on which Your GO Energy Repayment Plan is invoiced shall be paid by direct debit for the Term.
7. It is Your responsibility to ensure that You keep all receipts provided to You. You also need to keep in mind that when You pay through online methods, whether through Our portal or a third-party service, the receipt may only be available for a certain period of time, after which it will be deleted and cannot be retrieved. You should ensure that You store or print a copy of these receipts for future reference. Any payments made shall be credited to Your account and shall be deducted from the amount due by direct debit.
8. Once you receive notification that You are eligible to the Grant, prior to installation You are required to pay;
  - a. Where applicable a one-time non-refundable Engineering Design fee of one-hundred euros (€100). Should You already be an existing GO Home Pack Bundled Plan and/or a GO mobile Freedom Plan customer, this fee will not be applicable to You. This fee will always apply when Your GO Energi System includes PV Panels.
  - b. A minimum of three (3) of the one-hundred twenty (120) monthly payments as listed in clause H.9.a, in advance.
  - c. any additional charges listed in Your Order Form.
9. The GO Energi Repayment Plan will commence immediately upon installation of Your GO Energi System and shall consist of:
  - a. One-hundred-twenty (120) equal Monthly Payments as stated in Your Order Form;
  - b. The Grant.
10. In the event that Your Grant Application is not successful for any reason whatsoever, or if You are no longer eligible to receive the Grant for whatever reason, You are still liable to pay Us the full monetary value of the GO Energi Repayment Plan within six (6) months from Installation. Maximum interest as allowed by law will be applied monthly on any unpaid balance.
11. You can choose to pay the full and total remaining balance of the GO Energi Repayment Plan prior to the expiry of the Term, at any time, without incurring any penalties. Additional interim payments which do not settle the full balance of the GO Energi Repayment Plan will be utilised to settle upcoming monthly payments and will not reduce the Term.
12. You will receive a bill by post or else in electronic format. A charge of two euro (€2) per bill applies for the provision of the bill in printed format.
13. If, for whatever reason, You do not receive the bill, this does not exempt You from paying it. You should contact Us and We will re-send You a copy of Your bill. You may also request a copy at one of Our retail outlets.
14. You should pay all amounts due by as written on Your bill. Failure to pay by this date, including if Our attempt at payment is rejected due to insufficient funds or for any other reason, You will incur Direct Debit rejection fees, late payment charges and/or interest fees to the maximum allowable at law and/or applicable charges, which will be added to Your bill. These must be paid along with the rest of Your bill.
15. We may terminate Your GO Energi Repayment Plan if payment fails and/or is rejected, and the remaining balance of the GO Energi Repayment Plan will become due in full immediately. The remaining balance may also include the Grant and other applicable one-time charges.
16. You agree that in the event of the payment of a deposit and/or any advance payments no interest shall accrue in Your favour.
17. We may make use of third-party payment systems for the processing of payments. In these cases, You should be aware that by making use of these systems You will be disclosing Your personal details to these third parties. You should familiarise Yourself with their terms and conditions before proceeding with affecting the payment, and refrain from using their services if You do not agree with any of their clauses.
18. We may perform a credit worthiness check on You at any time. We may share Your details with credit reference agencies if You default on Your payments. Further information on our sharing of Your personal data with third party credit reference agencies may be found in our [Privacy Policy](#).

## I. Warranty & Liability

1. Nothing in this Agreement limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by EU law.
2. You Shall not hold us liable for such layout/placement, and any consequence of such installation and shall duly indemnify Us from any present and future liabilities that may arise with the installation, including any damage sustained to the roof in the event that the roof is not strong enough to support the load of the GO Energi System and/or if the GO Energi System is dislodged due to strong winds and/or bad weather conditions.
3. Given the GO Energi System is exposed to weather elements, We recommend to You to obtain an adequate insurance policy to cover Your GO Energi System against liabilities which may arise and are not covered by Warranty.
4. Fault diagnosis where not covered by the Warranty period, shall be charged at the standard call out rate provided by Us. You will be informed of this rate when You make an appointment with Us.
5. We shall not be responsible for any repairs or replacements, necessitated, even in part, by any accident, misuse, negligence, wilful act, or default by You or any third party, or any force majeure event.

6. In no eventuality shall We be liable to You for any loss of profits, loss of revenue, loss of goodwill or anticipated savings or for any incidental, direct or indirect, special, or consequential losses or damages regardless of whether the possibility of such loss or damage has been communicated to Us and regardless of whether We have or gain any knowledge of the existence of such loss or damage or that the same shall have been foreseeable.
7. If the GO Energi System requires any software application for its operation, We shall not be responsible for any loss, damages, re-installations resulting directly from the software, or connectivity activities.
8. You are responsible and legally required to install a power surge protector or equivalent. Furthermore, any relevant related works required to Your electrical cables and ARMS Meter within Your Premises to support the GO Energi System need to be paid by You and completed by Your licensed electrician prior to the installation of the GO Energi System.
9. If for any reason, due to an action or inaction on Your part, We are forced to defend ourselves from any claims made by third parties, You agree to help Us defend from such claims and to be liable to cover all expenses involved with Our defence from such challenges. You undertake and bind Yourself to indemnify and hold Us, Our directors, officials, employees, sub-contractors and agents harmless against any liability, loss or damage, whether direct or indirect, arising out of or in connection with the GO Energi System or any use thereof, including but not limited to any claim for loss or damage made by any person whomsoever.
10. Goods are to be inspected by You upon delivery, and any claims which may arise must be notified to the delivery contractor.
11. In order for the GO Energi System to be fully covered by the Warranty, You must ensure that Your GO Energi System is kept in good working order. To this effect, We recommend that You enter into a maintenance agreement with Us or a competent third party.
12. The Warranty period of Your entire GO Energi System is fully explained in the documents titled 'Sungrow Manufacturer warranty for distribution' and/or 'Limited Warranty for LONGI Hi-MOX6 for Solar Modules' found within this Agreement as applicable. The Warranty period immediately commences upon certification by Us of Your GO Energi System.
13. We reserve the right to pass on any liability arising out of this Agreement to third parties, including international debt collection agencies, without prior notice to You.
14. Nothing in this Agreement shall exclude or limit the liability of one of us (that is, We and You) to the other party in the case of death or personal injury that may arise because of one party's gross negligence, wilful misconduct or fraud.

## **J. Force Majeure**

1. Sometimes We may be unable to fulfil Our obligations in a timely manner due to reasons beyond Our reasonable control, which include but are not limited to severe weather, acts of God, terrorist activities, government action or action taken by any other competent authority or industrial disputes. Notwithstanding, You will remain bound to pay the charges as detailed in clauses H.8 & H.9.
2. Likewise, if You cannot fulfil Your obligations due to reasons beyond Your reasonable control for a period exceeding thirty (30) days, We will terminate the Agreement without having to pay You any compensation or provide You with any forward notice. You will remain liable to pay the charges as detailed in clauses H.8 & H.9.
3. Force Majeure limitations in relation to Your GO Energi System Warranty are regulated by the Warranty documentation titled 'Sungrow Manufacturer warranty for distribution' and 'Limited Warranty for LONGI Hi-MOX6 for Solar Modules' found within this Agreement as applicable.

## **K. Data Protection & GDPR**

1. In processing Your personal data, we will comply with binding legislative requirements imposed by the General Data Protection Regulation EU 2016/679 (the "GDPR") and Maltese national law requiring an adequate data protection standard. The processing of Your personal data by Us shall be done in the performance of task carried out in Your interest or in compliance with a legal obligation. In terms of these legal bases, We may need to share Your personal information with third parties, including Enemata PLC, Government Departments (Such as VAT department, Inland Revenue) and other regulatory authorities (such as the Regulator of Water and Electricity, the Malta Competition and Consumer Affairs Authority)
2. You may access Our Privacy Policy on our company website.