



BATTERY TERMS AND CONDITIONS

INTRODUCTION

The terms and conditions below came into effect from 15 August 2023.

These Terms and Conditions will be published on the Batteries section of the Clean Energy Council (CEC) website and are subject to change with three months' notice. The Product manager will notify changes to these Terms, via notice on the website and email notification to Applicants.

Application requirements will be publicly available on the CEC website in the form of an application checklist. The Product Manager will notify changes to these requirements, via notice on the website and email notification to Applicants.

If an application is incomplete the CEC Product Manager may request additional information. If three consecutive incomplete applications are received from an Applicant, the CEC Product Manager may require a new application along with payment of a new application fee.

Definitions

For the purpose of this program, the following definitions apply:

- Applicant means the company or individual applying to the CEC to have products included on the CEC list of compliant energy storage devices. The applicant may be a manufacturer, subsidiary, importer/distributor or agent of any of these.
- CEC means the Clean Energy Council. All references to the CEC Product Manager in this document include that person's designated representatives.
- CEC financial member means any fully paid up current member of the Clean Energy Council.
- Certificate means any certificate indicating compliance with a Standard from an Accredited Entity accepted as valid by the CEC's Product Manager for the purposes of complying with the CEC's Terms and Conditions for Listing Energy Storage Devices. For the purposes of this definition, the accredited entities will include any JAS-ANZ accredited entities, the Australian Electrical Safety Regulators, IECCE National Certification Body, or any other entity that has been declared to be a suitably accredited entity by the CEC Product Manager.
- Importer means a person or organisation that brings products into Australia from abroad.
- Manufacturer means the holder of a Certificate to a relevant Australian or International Standard.
- Standard means any national or international Standard that has been declared by the CEC Product Manager to be an approved Standard for the purposes of complying with the CEC's Terms and Conditions for Listing Energy Storage Devices.

Certification

Clause number	Clause
1	The Applicant shall provide Certificates verifying that the device complies with all applicable Standards, or applicable Standard clauses, as defined by the CEC, to which the application pertains.
2	Certificates shall include all Addenda to these Standards that are required at the time the application is submitted. When a new Addendum is published, the transition period for applicability shall be 12 months from the date of publication, unless a longer period is advised by the CEC.

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3	The CEC will verify that the certificate scope and validity, and all other details provided, match those provided on the application form. Omissions or incomplete applications may render the application void.
4	Co-licensed Energy Storage Devices shall have unique model numbers to distinguish between different main licenses
5	Where a manufacturer has multiple trademarks/brand names, each trademark/module combination should have a unique model number
	The Applicant shall make a new application via the CEC web portal when:
6	A. A new or updated Certificate is issued for the device; B. A new device is to be considered for listing; C. An existing listing requires modification; or D. Instructed to do so by the CEC Product Manager
7	The Applicant shall inform CEC of any changes to its address or other contact details.
8	Any product manufactured outside the scope of the certification will be deemed unapproved. This includes Energy Storage Devices labelled with the same model number as listed product, where this product has been developed for use in other markets.

Test reports

Clause number	Clause
9	The Applicant shall supply the full test reports associated with the Certificate for the devices. Applicants shall provide test reports for all of the Standards identified on the Certificate.
	Where a device is manufactured under a co-licence arrangement, if the test reports are for the original manufacturer's brand and model numbers, the applicant shall provide a document from the certifier to confirm the following:
10	A. Equivalent model numbers between the co-licensed brand and the original manufacturer's brand. B. The test reports supplied with the application are the same ones referred to by the certifier when preparing the certificate for the co-licensed devices
11	The listed devices shall be manufactured using only the materials and components shown in the List of Critical Components as referenced in the test reports associated with the Certificate. Shipment of Energy Storage Devices that are manufactured using components not listed in the test reports constitutes grounds for de-listing all devices on that certificate.
12	The listed devices shall be manufactured only in the production facilities shown in the test reports or Certificate. Shipment of energy storage devices that are manufactured in factories not listed in the test reports constitutes grounds for de-listing all devices on that Certificate.
13	Device ratings and functions recorded on the CEC list and database shall match the rated values shown on the Certificate and test reports.

Documentation

Clause number	Clause
14	Devices shall only be sold or supplied under the brand name and model number shown on the Certificate and the approval for CEC Listing. Brand names shall be owned by the certificate holder.
15	Trade or brand names, model numbers and device ratings shown on the nameplate label and customer documentation shall match those supplied to CEC at the time of approval.
16	The Applicant shall supply the Specification Sheet, Installation Manual and Warranty Terms and Conditions, and any other customer documentation requested, at the time of the application.
17	The CEC may examine the customer documentation provided by an Applicant or a Certificate holder for potentially misleading information or misrepresentations. The Applicant may be asked to provide evidence of claims about the device, or to amend their documentation to clarify or provide an accurate reflection. Nothing in this condition shall impose any warranty or create any other liability on the part of the CEC with respect to any statement or claim made in the customer documentation provided by an Applicant or Certificate holder.
18	Customer documentation shall include full disclosure of country of manufacture.
19	Warranties shall be consistent with the requirements of Australian Consumer Law (ACL) and will include mandatory wording required by ACL.
20	The warranty document shall contain contact details for both the manufacturer and the importer for making warranty claims.
21	The CEC Corporate logo and the CEC Accredited Installer logo may not be used on any product or product documentation. CEC financial members may use the CEC member logo.
22	All energy storage devices shall be shipped to customers with hard copy documentation or a link to manufacturer documentation. A. For devices with integrated inverters/PCE, the documentation shall meet the requirements of IEC 62109-1
23	All importers and manufacturers of a CEC listed Energy Storage Device shall maintain a website in English that is accessible to the public on which customer documentation required under the CEC listing process is made available to consumers. This includes datasheet, installation manual, SDS, compatibility statements and warranty terms and conditions.

Importer requirements

Clause number	Clause
24	All Energy Storage Devices importers or local manufacturers shall be a legal entity holding an ABN and responsible for meeting manufacturer warranty obligations under Australian Consumer Law.
25	Applicants shall notify all importer(s) to CEC as part of the application. A. New or changed importers shall be notified promptly to CEC.

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B. All importers or local manufacturers shall inform CEC of any changes to its address or other contact details

26	All importers or local manufacturers shall keep records of the serial numbers of all Energy Storage Devices supplied to the Australian market and this information shall be made available as required by the CEC and the Clean Energy Regulator.
27	If the CEC receives evidence of product failure where the safety of people or property is at risk, the manufacturer and importers shall work with relevant testing and electrical authorities, consumer authorities and the CEC in good faith to ensure a speedy resolution.
28	If the Importer for a product is changed or otherwise ceases to operate, either temporarily or permanently, the Applicant shall notify the CEC promptly. If there is no current Importer, the CEC Product Manager may suspend the listing until one can be identified – refer to the section “Suspension and De-listing”.
29	All importers shall provide to CEC a signed declaration agreeing to these Terms and Conditions.

Expiry

Clause number	Clause
30	The expiry date of a CEC listing will be the same as the expiry date of the Certificate; or three years from the start date of the listing, whichever is sooner.
31	Where no expiry date is shown on the Certificate, the device will be listed with an expiry date of three years from the certificate issue date.
32	Continued listing is dependent on the certificate remaining valid. If a certificate is cancelled or re-issued with a different number, the CEC approval will lapse, and the CEC Product Manager may delist the Energy Storage Device at any time.
33	If revisions to relevant Standards or Industry Guides affect device compliance requirements, the CEC Product Manager may amend the listing expiry date for affected devices, to align with the new compliance date requirements in the revised or new Standard or Guideline.
34	The CEC Product Manager may re-set the listing expiry date for devices, to require compliance with legal requirements and/or Australian and international Standards.
35	The CEC will endeavour to inform the Applicant (via the e-mail contact address provided on the application form) of any pending expiry dates for their listed products, however it is the responsibility of the Applicant to be aware of listing expiry dates, and of any changes to applicable Standards which affect their listings.
36	When a CEC listing expires or is due to expire, if the manufacturer wishes those model(s) to continue on the CEC list, the manufacturer must submit a new application for listing.
37	The CEC Product Manager may allow retrospective gap-free listings if, up to six weeks after expiry, if manufacturers submit a valid certificate
38	The CEC Product Manager may provide an extended listing for the installation of obsolete device stock held in Australia, only if it was certified and CEC listed at the time that production ceased. For this to occur, the manufacturer must provide a company

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declaration, specifying the date of ceasing production and that the device certification was valid up to that date.

CEC testing and compliance program

Clause number	Clause
39	CEC will purchase selected devices from the Australian market and test them as per the “CEC Testing Procedure for Energy Storage Device”, which is available upon request. The objective of this testing is to confirm the safety and compliance of devices with the relevant product Standards and certification for that device, and the CEC Listing Terms and Conditions.
40	If CEC is unable to obtain selected models for testing, having made reasonable efforts to do so, then listing requirements cannot be met and the device will be de-listed.
41	CEC shall review the test results, certification and documentation and identify noncompliances. These shall be notified to the Applicant with proposed corrective actions.
42	CEC shall record and investigate complaints (including internal complaints) received regarding Energy Storage Devices or non-compliance with the Terms and Conditions. If breaches are verified, these shall be notified to the Applicant with required corrective actions.
43	CEC may communicate results of testing or compliance investigations to the Clean Energy Regulator, State Electrical Safety Regulators, or any other government bodies.

Suspension and de-listing

Clause number	Clause
44	<p>If the CEC testing and compliance program identifies serious non-conformances with the devices, certification or these Terms and Conditions:</p> <ul style="list-style-type: none">A. CEC Product Manager may suspend or remove the listing of the devices until compliance can be verified.B. Suspension or removal shall apply to all model numbers listed for that manufacturer unless there is evidence to the contrary.C. CEC Product Manager shall determine what corrective actions are required.D. A new application for listing shall not be processed until corrective actions have been completed to the satisfaction of CEC Product Manager.
45	<p>The CEC Product Manager may suspend or de-list devices for the following reasons:</p> <ul style="list-style-type: none">A. The Listing has been made with insufficient or false documentation.B. A Recall Notice (voluntary or otherwise) has been issued by Australian Competition and Consumer Commission (ACCC) or any State Electrical authority.C. The CEC receives evidence of continued product failure where the safety of people or property are at risk.D. A breach of Consumer Law has been identified by any Federal or State legal entities, for example a failure to honour warranties.E. The “Responsible Supplier” cannot be identified for the model number within the ERAC database.

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F. The equipment has shown a major non-conformance in CEC product testing and compliance.

G. Where the Applicant, current importer or Responsible Supplier has not responded to or made contact within a 30 day period after the CEC has made reasonable attempts to contact that entity using the most current contact information provided by that entity to the CEC.

H. Where there has been a failure by an Applicant or Responsible Supplier to cooperate with the CEC on matters relating to or arising from product listing or compliance, including where there has been a failure by an Applicant/ Responsible Supplier to comply within 30 days with reasonable requests made by the CEC of that entity for the provision to the CEC of information or documentation in relation to a product listing.

46

De-listing will be carried out in accordance with the De-listing Procedure, which is available on request from the CEC Product Manager.

47

Upon de-listing of a product, the CEC may inform the industry of the action via its normal communication channels.

48

An appeals process for decisions made by the CEC Product Manager on listing and de-listing of devices is available via the Products Listing Review Panel (the Panel). The primary role of the Panel is to hear appeals against decisions by the CEC Product Manager regarding listing or de-listing of devices from the CEC approved products lists.

49

An Applicant may appeal against a decision by sending an email request to the Products Manager at products@cleanenergycouncil.org.au. This will refer the decision to the Product Listing Review Panel.

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The Applicant will be required to pay a fee to appeal the decision. The fee for an appeal will be set on a cost-recovery basis and will be determined by the Panel following its preliminary assessment of the appeal. The appeal fee covers the costs associated with engaging the Panel. Both parties will bear their own costs.

51

Appeals must be lodged within five Victorian Business Days of the CEC informing the industry of the proposed de-listing.

52

Outcomes of an appeal will be notified to industry and publicised on the Clean Energy Council Website.

A. Where an appeal is completely successful, the appellants may request for their name to be redacted

Other

Clause number

Clause

53

The CEC will not be held responsible for consequential losses due to de-listing of any device, provided the CEC has undertaken appropriate due diligence and acted in good faith in delisting.

54

All applicants declare they are a fit and proper person for the purposes of listing/re-listing. This requirement will be met by the CEC being reasonably satisfied (at their sole discretion) that the applicant has truthfully provided either:

A. A declaration that they have not been subject to compliance or enforcement action in respect of either a regulatory breach or a breach of the Terms and Conditions in Australia in the previous three years; OR

B. Where an applicant has been subject to a compliance or enforcement action, full

disclosure of the facts relating to the breach, evidence of the steps taken to remedy the previous breach and/or the internal audit and compliance processes implemented to prevent future breaches.
