



AUSUNTECH SOLAR

Your personal energy specialists

Appendix B

POWER PURCHASE AGREEMENT

Product Disclosure Statement

Ausuntech Solar Pty Ltd

12 December 2016

Product Disclosure Statement for a Power Purchase Agreement with Ausuntech Solar Pty Ltd

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About this statement

This document is to ensure consumers are provided with all relevant information about the benefits and the risks of a Power Purchase Agreement (PPA) with Ausuntech Solar Pty Ltd (Ausuntech Solar) before deciding to take up a PPA with Ausuntech Solar.

Summary of PPA business model

Ausuntech Solar's PPA business model is to provide residential and commercial consumers options in alternative energy solutions. PPA is an option for Ausuntech Solar's consumers.

PPA between the consumer and Ausuntech Solar will enable Ausuntech Solar to install a solar energy system on the consumer's property or consumer's landlord's property (upon approval by the landlord) in order to provide electricity to the consumer as an alternative energy service. The electricity generated by the solar system is not the primary source of energy.

Ausuntech Solar is responsible for the cost of all engineering and regulatory approvals as well as the supply, installation and maintenance of the solar system during the period of the agreement. Ausuntech Solar shall, in consultation with the consumer, determine the appropriate size of the system.

The consumer agrees to purchase the electricity produced by the solar system at a reduced rate agreed between Ausuntech Solar and the consumer. The agreed rate will be determined primarily by the length of the term of the PPA, and it shall be less than the rate that the consumer is charged by their primary energy retailer.

During the term of the agreement, the consumer will have an option to terminate the agreement based on the following options (PPA Termination Options):

- Purchase the solar equipment at a discounted price agreed in the PPA price schedule.
- Terminate the agreement and remove the solar equipment at a cost to the consumer as outlined in the PPA termination schedule. This cost will include the foregone margin earned by the supplier and the cost of removal, both offset by the salvage value of the system following its removal.
- Transfer the PPA agreement to a third party with the written agreement of Ausuntech Solar which shall not be unreasonably withheld.

Ausuntech Solar is not licensed as an electricity provider and accordingly is not bound by the obligations of the *Code of Conduct for the Supply of Electricity to Small Use Customers 2014*

(the **Small Use Customer Code**). Additionally, Ausuntech Solar is not bound by the Electricity Industry Act 2004 and it is not obliged to be a member of the Energy Ombudsman Scheme.

Ausuntech Solar abides by the national fair trading and consumer protection laws and as such consumers are broadly protected under the Australian Consumer Law for fair trading and consumer protection (ACL).

Term of the Agreement

The term of the PPA agreement will be established for a period of no less than 5 years and a maximum of 15 years as selected by the consumer. It is important to recognise that the prices set for the electricity will be dependent upon the term of the agreement.

During the term of the PPA, all system maintenance and the performance of the solar system will be the responsibility of Ausuntech Solar.

Completion of PPA agreement

At the end of the term of the agreement the consumer will assume full ownership of the Solar System including the responsibility to maintain it. No fees will be incurred in the transfer of ownership.

Billing format

An invoice outlining the following details (but not limited to these details) will be delivered every two months:

- Name of Consumer
- Address of property
- No of days invoice represents
- Power produced by the Solar System
- Power consumed by the consumer
- Cost per unit of Solar electricity
- Any additional cost if applicable (e.g. internet connection fee, unnecessary callouts and late payment fees).
- Charges due to power consumed by the consumer
- Date payment due being 14 days from invoice.

Fees and Charges

1. Solar Electricity Price Schedule. This includes:
 - Period and frequency of solar electricity billing:

- An option of once every 31 days or once every 62 days will be offered in the PPA.
- One standard rate will be offered. This will be dependent upon the term of the agreement. This rate is fixed and will be applicable throughout the length of the PPA.
- Additional costs:
 - Cost of internet connection will be applicable at a standard rate determined by a local provider if your company does not have access to the internet for the Solar system. If applicable, this fee will be itemised on the solar electricity bill.
 - Call out fee. A call out fee will be charged in the event that the problem is neither a warranty nor a maintenance problem of the solar system. Cost of this fee is detailed in the PPA under the heading “Additional Costs”.
 - Insurance: It is the responsibility of the customer to include the solar system as part of the building insurance of the property. This may increase the cost of the property’s insurance premium and is liable to be paid by the customer. It will be the responsibility of the customer to be liable for the cost to repair or replace in the event of any damage caused to the system that is not covered under the building insurance.
 - Late fees are applicable in the event that a bill is not paid on the specified time. This fee and specified time is detailed in the PPA under the heading “Additional Cost”.

2. Solar System Purchase Price Schedule:

- The solar system can be purchased at any time during the PPA term.
- The solar system will be fully owned by the customer at the end of the PPA term.
- In the event that the customer decides to purchase the solar system during the PPA term, a discount to the full purchase price will apply which increases each year and it is determined by the proportion of the PPA completed.
- Full cost of system is set out in your PPA under “Price of the Solar system” along with a table showing the purchase price which will apply if the customer exercises its option to purchase during the term of the PPA.

System Sizing and production rates

Ausuntech will perform a consumption study based upon consumer’s electricity use to tailor a solar system specific for the individual consumer. This will help determine the likely amount of electricity that will be supplied by the system and the costs thereof. Ausuntech

Solar will also highlight the limitations of the system for future electricity needs, enabling the consumer to agree on the size of the system to be installed and the implications if consumption patterns changes.

Comparative Cost Structure

It is imperative that the consumer is aware of the differences in cost between purchasing a solar system outright or leasing the system compared to utilising a PPA option. The PPA sets out these cost differences as well as the savings for each compared to using full grid electricity from the network based on reasonable estimates of the electricity that can be generated by the system as well as that historically and forecasted to be used by the customer.

For clarity:

The full cash price to purchase the solar system is \$_____ net of renewable energy credits.

The costs to lease the solar system is \$_____ per month for a period of _____ years.

The cost of electricity supplied by the system is \$_____ per kWh.

The expected annual output of the system is _____ kWh per year in the first year, therefore

The expected annual cost of the output of the system in the first year is \$_____.

Renewable Energy Buy Back Scheme (REBS)

Presently there are only limited options for commercial customers to sell excess energy into the network, thus Ausuntech will select a system size that will minimise surplus energy dispatch into the network.

Rights and Obligations

Consumer and Ausuntech Solar's rights and obligations:

- The consumer has the right to terminate the PPA at any time during the term of the PPA. Any cost associated with an early termination of the PPA is defined in the "Early Termination Fee" section of the PPA.
- The customer has the right to transfer the solar system to another property. Any cost associated with transferring the existing system to another property and amending the PPA is defined in the "Transfer of PPA" section of the PPA.
- Ausuntech Solar will obtain on behalf of the customer all necessary approvals for installing a Solar system.
- The customer is liable for any damage incurred to the grid such as for network damage caused by the solar power system.

- Complaints, whether regarding an invoice, the system performance, the contract or any other matter can be raised by phone, email or at our office. All complaints are acknowledged within 7 business days and thereafter dealt with by senior management within an additional 14 business days. All complaints, regardless of their seriousness are recorded and logged and reported annually to the Coordinator of Energy, Public Utilities Office.
- In the event that you are not satisfied with the way your complaint has been handled you can take the matter to the Consumer Conciliation Service within the Consumer Protection division of the Department of Commerce which is available to customers with individual complaints about a service provider. Information on a consumer's rights and responsibilities in relation to making a complaint to Consumer Protection is available at <https://www.commerce.wa.gov.au/consumer-protection/making-complaint> .

Customer's options at the end of the contractual period

At the completion of the PPA term the customer has the following rights and obligations:

- Customer will automatically gain ownership of the system. All rights to the system including the manufacturers' warranties is automatically transferred to the customer at no additional cost.
- The customer has the option of having the system removed at the end of the PPA term. Any cost associated with removal of the PPA is defined in the "Removal and reinstallation of Solar" section of the PPA.

Other Disclosure Matters

- Cooling off period. The Customer has 10 days cooling off period. The customer will need to fill in a cancellation form provided in the PPA within 10 days of signing the PPA. Details of this cancellation policy are defined in the "Cancellation" section of the PPA. Upon agreement and execution of the PPA and after 10 days of cooling off period, the PPA will become binding and will be treated as a contract under the State Law of Western Australia.
- The types of meters to be used and the accuracy standards are National Meter Identifier Pattern Approved Class 1 Accuracy compliant with the relevant Australian Standards. The customer will have unfettered access to the meter and output of the solar system at all times.

I _____ of _____ confirm that I have received and understood this Product Disclosure Statement about the Power Purchase Agreement that I will be offered by Ausuntech Solar Pty Ltd.

Signed

Date