

Before you sign the solar Power Purchase Agreement “Agreement” provided by Diamond Energy Asset Holdings Pty Ltd (ABN 30 144 525 333) “DEAH” (“we” or “us”), you should read this Product Disclosure Statement “PDS”, together with the Agreement, in order to understand important information about the service.

1. What is the Agreement?

1.1 The solar Power Purchase Agreement is a long term Agreement and you should consider the financial implications of this Agreement.

1.2 Under the Agreement, you can either:

- (i) purchase a rooftop Solar Panel PV System (the “System”) from DEAH; or
- (ii) have DEAH provide and own a Solar Panel PV System, to be installed at your “Property” and you will pay:
 - a) a fixed energy charge for a fixed amount of energy in a given period; or
 - b) a price per kWh for all energy generated by the System.

1.3 The Term of the Agreement is usually between 5 to 15 years, however it can be terminated early in circumstances described below.

2. The Agreement is not for your primary energy supply

2.1 This Agreement is an alternative service which can supplement your primary source of electricity supply. The Agreement is separate to your primary (grid) supply contract with your electricity retailer. We do not control the quality, frequency and continuity of energy supply to your Property other than the solar energy generated by the System. You should contact your electricity retailer for any issues with the quality, frequency and continuity of energy supply (other than solar energy) to your Property.

2.2 DEAH is not licensed, and is not bound by the obligations under the Electricity Industry Act 2004 or its subsidiary legislation relevant to licensees, including the obligation to be a member of the Electricity Ombudsman Scheme.

3. Obligations before and after the System is installed

3.1 We will conduct a design assessment and we will notify you if we propose that:

- (i) the Solar Panel PV System should differ materially from the solar PV system described to you;
- (ii) any of the charges should differ by 5% (up or down) from the charges set out in the Agreement.

3.2 You can elect to accept or reject any revised solar PV system design and/or charges we propose.

3.3 You grant us the right to have a contractor install the System at your Property and to keep it in that location during the Term of the Agreement.

3.4 We will require the contractor to take every reasonable precaution when installing the System at your Property. However, you acknowledge that the installation may affect any roof manufacturer’s warranty.

3.5 You may need your local area distribution company or electricity retailer to activate the connection of the System to the distribution network. This process is not within our control.

3.6 Under the terms of your electricity supply contract or other contract with your electricity retailer, you may be liable for any damage the System causes to the electricity grid to which you are connected.

3.7 You must maintain a functioning Internet connection.

3.8 You must notify use immediately if you think the System is damaged, appears unsafe or is stolen.

3.9 You must not make any modifications, or take any action that adversely affect the performance or measurement of the output from the System.

4. Ownership of the System during the Term

4.1 During the Term of the Agreement, the System will be owned DEAH. You will not have any rights to sell or transfer this equipment. You must not allow the System to become subject to any mortgage, encumbrance or other security.

4.2 You should ensure that any person that may potentially acquire an interest in your Property (eg. a potential tenant or buyer) is provided with prior and adequate notice that the System is the personal property of DEAH and is subject to the Agreement.

5. Prices, charges and invoicing arrangements

5.1 The applicable price per kWh, how it is applied, either (i) for all solar energy produced (Gross), or (ii) only the energy consumed (Net), the first year estimated generation output (kWh) and “Monthly Payments” are disclosed in the Agreement.

5.2 Your bill will generally cover Monthly Payments set out in the schedule to the Agreement. If a bill covers a period other than one month, where necessary we will adjust any charges on a pro-rata basis. All charges are subject to an escalation, this is detailed in the Agreement.

5.3 We will send bills to the address nominated by you in the Agreement. If you have provided us with an email address, you agree that we will send bills to that email address, unless you request otherwise. You may elect to automatically pay your bills by direct debit from an account you nominate. You may also request a paper bill.

5.4 In addition to the price per kWh you will be charged over the Term of the Agreement, other fees and charges that may apply include:

- (i) early termination fee;
- (ii) paper bill fee;
- (iii) late payment fee;
- (iv) dishonoured payment fee;
- (v) payment processing fee;
- (vi) re-activation fee where we reconnect the system after a disconnection; and
- (vii) system removal costs.

5.5 These fees and charges may change during the Term of the Agreement to reflect an increase or decrease in our costs of providing the service, including as a result of a change in law.

5.6 You may also be required to provide DEAH with security and DEAH may register it’s interest in the System on the PPSR (*Personal Property Securities Register*) pursuant to the *Personal Property Securities Act 2009 (Cth)*. We may have recourse to the security if you are unable to pay debts as they fall due or if you are in breach of any of your obligations under the Agreement.

5.7 We may also charge interest calculated on a daily basis on amounts not paid when due until the overdue amount is paid in full.

6. Your meter and its accuracy

- 6.1 We may arrange the installation of a grid meter and/or an off market generation meter that is compliant with the *Electricity Industry (Metering) Code 2012* to measure the output of the System.
- 6.2 The generation meter only records electricity generation by the System and this is separate to any grid meter required to measure electricity imported from the area distribution network or any meter for measuring your on-sale of energy to any tenant on your Property.
- 6.3 DEAH will bear the standard costs of your retailer or distribution service provider performing works at your Property to connect the System to the area distribution network, including standard works to install or upgrade your grid meter. You will be responsible for the costs of any non-standard works.
- 6.4 You will be responsible for arranging any on-sale meter and the costs of any on-sale meter. DEAH will not have any role in your on-sale or on-supply of energy to any tenant or occupant of your Property and have no obligation to assist you in any such arrangement.

7. End of Term and Termination

- 7.1 At the end of the Term, we will transfer ownership of the System to you at no cost.
- 7.2 You may terminate the Agreement at any time before the end of the Term by exercising your option to purchase the System.
- 7.3 Either party may terminate the Agreement if the other party materially breaches the terms of the Agreement.
- 7.4 An early termination fee may apply in those circumstances.

8. On-sale to tenants

- 8.1 You may on-sell energy supplied to you under the Agreement to any tenant or occupant of your Property. However, you are solely responsible for complying with and obtaining any authorisations or exemption required and for the provision of any meters required in connection with that on-sale of energy. The *Electricity Industry Exemption Order 2005* contains detailed conditions for the on-supply of electricity to residential premises, in particular regarding the fees or changes imposed by the supplier and the information to be made available to each resident of the premises.
- 8.2 You must ensure that any tenant or occupant of your Property accepts, and acts in accordance with, DEAH's rights under the Agreement.

9. What happens if you move out or sell your Property?

- 9.1 If you sell your property, you can:
 - (i) exercise your option to purchase the system; or
 - (ii) transfer the Agreement to the Purchaser; or
 - (iii) prepay the Agreement and transfer the Use of the System to the Purchaser.

10. Performance of the system

- 10.1 We do not guarantee a particular level of generation, reliability or quality of electricity from the System.
- 10.2 The supply of energy/electricity from the System may be interrupted or reduced for maintenance or repair, in an emergency, for health and safety reasons, due to any circumstances beyond our reasonable control or where otherwise permitted by applicable law.

11. Maintenance and repair

- 11.1 We will insure, maintain and repair the System at our cost during the Term of the Agreement or up until the Agreement is terminated.
- 11.2 You must ensure our service provider and/or our authorised personnel can access your Property for the purposes of installing, constructing, operating, maintaining, repairing, replacing, making any additions and removing the System.

12. Dispute resolution procedures

- 12.1 We will address any complaints in accordance with our complaints and dispute resolution procedures and in accordance with your Agreement.

13. General

- 13.1 The supply of electricity services to you under the Agreement is subject to consumer protections under the Australian Consumer Law.
- 13.2 Default of the Agreement could lead to termination, recovery proceedings and removal of part or all of the System.

Contact Details

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