

2016

# Application for Retail Licence Exemption in Western Australia

28th September 2016



**GLOBAL STRENGTH | LOCAL SERVICE**

## Zeus Appollo Pty Ltd Solar PPA Exemption Application Form

<b>Applicant Details</b>	
Legal Name	Zeus Appollo Pty Ltd
Trading Name (if different to legal name)	Zeus Appollo
Registered Office (if a corporation)	789 Wellington Street, West Perth, Western Australia 6005
Principal Place of Business (if different to registered office)	As above
<b>Contact Details</b>	
Name of Primary Contact	Wilson Chong
Postal Address	789 Wellington Street, West Perth, Western Australia 6005
Telephone Number	Business: (08) 6311 9906 Mobile: 0405 613 507
Email	<a href="mailto:wilson.chong@zeusappollosolar.com.au">wilson.chong@zeusappollosolar.com.au</a>
<b>Company Structure</b>	
ABN or ACN	99 151 279 908
Legal Structure (corporation, partnership or sole proprietor)	Proprietary Limited Company
Company Director (sole director)	Ms Helen Shan Chen
Structure chart	See below

### Description of Primary Business Activities

Zeus Appollo is a leading enterprises in the renewable energy sector, specifically in the photovoltaic (PV) industry. Zeus Appollo’s main focus is to provide the Australian market with cost effective, high performance PV equipment. We have an extensive product range, extending from PV modules, inverters, PV mounting systems, and more. Zeus Appollo modules and inverters are developed and designed specifically for the harsh Australian environment.

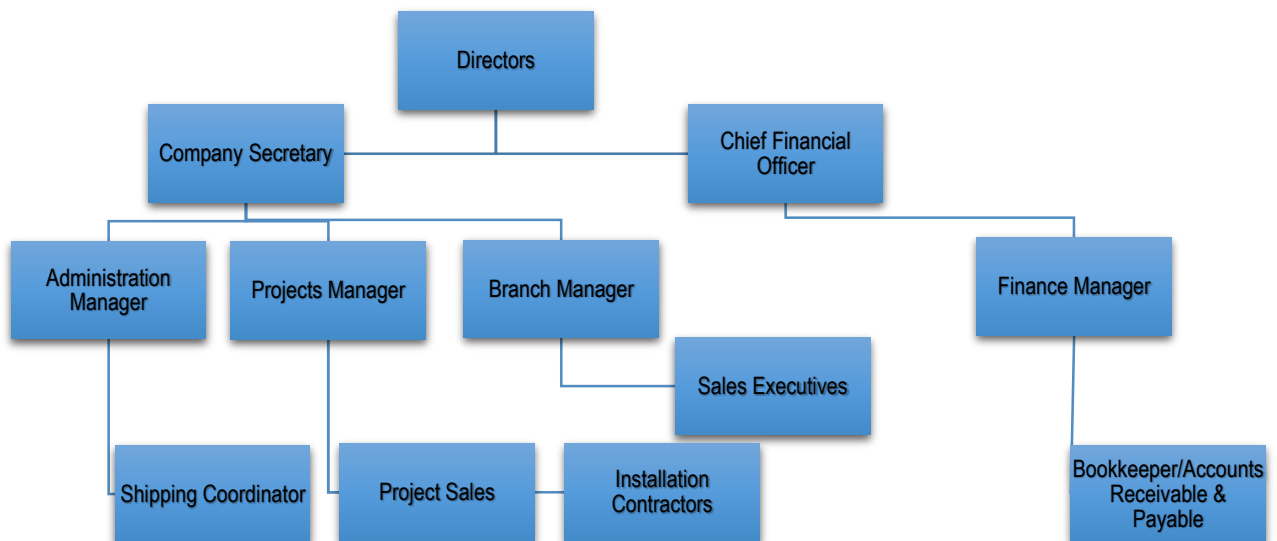
Investment in research and development ensures that we continue to provide the best cutting edge PV technology to our clients. Our commitment to pursue innovative PV technology ensures we will be at the forefront of the PV industry. Zeus Appollo will continue to strive to be market leaders in the renewable energy sector making significant contributions to provide economical PV equipment and raising awareness concerning the impact we have on our environment.

Our main office is based in Western Australia and we have an extensive distribution network throughout Australia. As we are an Australian company, we hold stock locally. This means minimal downtime with a ‘no fuss’ replacement warranty on our products. Being an Australian company, we pride ourselves on delivering cost effective solutions and high standards of customer service, striving for excellence.

All our products abide by strict quality control and comply with Australian Standards prior to entering the Australian market. Our PV modules are certified by TÜV and are also approved by the Clean Energy Council (CEC). Our inverters are also approved by SAA and the Clean Energy Council.

With a strong financial capacity and global business structure incorporating offices worldwide, ongoing research and product development, investments in commercial solar projects and much more, Zeus Appollo has more than just products to offer its business partners.

### Zeus Appollo Company Structure Chart



## Associated Entities

As described in the structure chart above, Zeus Appollo Pty Ltd is a wholly owned subsidiary Beijing Hua Xin Liu He Investment (Australia) Pty Ltd, which is an associated entity of Beijing Hua Xin Liu He Investment Co. Ltd, an internationally diversified investment company founded in 2001 with global investments in finance, solar energy, energy saving, green industry and commercial trades businesses.

Beijing Hua Xin Liu He Investment Co. Ltd has extensive experience in the design, development and manufacturing of solar products. The production plant headquarters as well as the research and development team are located in Zhejiang University National Technology Park, in Hangzhou, China. Zeus Appollo's energy solutions are backed by the University's enormous technical resources. Zhejiang University Solar Energy Division is recognized as a "National Higher and New Tech Enterprise" in China.

Zeus Appollo's associated entities enable Zeus Appollo to bring to its customers global strength and local service.

## Brief Description of the Business Model

Zeus Appollo is a vertically integrated supplier of high quality solar products and energy solutions. Zeus Appollo directly employs over 12 people around Australia and indirectly employs many more people through our installation subcontractors and other service providers.

In respect of solar wholesale trading, Zeus Appollo currently supplies high quality solar modules, solar inverters, solar racking and mounting to resellers in Western Australia and Queensland.

Zeus Appollo intends, after obtaining the retail licence exemption, to enter into PPAs with both commercial and residential customers on a 50% commercial and 50% residential ratio. Within the first 36 months after obtaining the retail licence exemption, Zeus Appollo expects to enter into PPAs with approximately 150 commercial clients and 150 residential clients.

## Experience Selling Energy Products and Services

Zeus Appollo Pty Ltd's sole shareholder, Beijing Hua Xin Liu He Investment (Australia) Pty Ltd, has been providing solar supplies to resellers in Western Australia and Queensland since its establishment in 2010. Although Beijing Hua Xin Liu He Investment (Australia) Pty Ltd has not yet sold PPAs in the Australian market, Beijing Hua Xin Liu He Investment Co. Ltd has undertaken many solar projects and PPAs in China.

In fact, Zeus Appollo's associated entities have implemented energy projects successfully in Europe, America, Asia, the Middle East and Africa, including a 1 MW ground mounted and tracker solar system in Mantova, Italy.

These projects have been successful due to access to expertise across all areas including consultation, engineering, extensive research and development and the high quality of certified product we produce for each project. Zeus Appollo will access the same products and expertise in undertaking PPAs in Australia.

Set out below are examples of recent projects completed globally:

**Location: Tonglu, Zhejiang, China**

**System Size: 540 kW BIPV (Building Integrated Photovoltaic)**





**Location: Hangzhou, Zhejiang, China**

**System Size: 1 MW BIPV (Building Integrated Photovoltaic)**



**Location: Hangzhou, Zhejiang, China**

**System Size: 1.28 MW Roof Mount**

**Installed Date: 15<sup>th</sup> September 2014**



**Location: Tonglu, Zhejiang, China**

**System Size: 1.4 MW Concrete Flat Roof Mount**

**Installation Area: 31,200 m<sup>2</sup>**





Banyo Australia - 80.4 kW, January 2016



Banyo Australia - 80.4 kW, January 2016



Richlands Australia - 28.8 kW, January 2014



Richlands Australia - 28.8 kW, January 2014



Tamrookum Australia - 77.1 kW, December 2015  
- Vogel Solar & Electrical



Tamrookum Australia - 77.1 kW, December 2015  
- Vogel Solar & Electrical





Tamrookum Australia - 77.1 kW, December 2015  
- Vogel Solar & Electrical



Caboolture Australia – 81 kW, August 2016 -  
Nuway Solar



China - 1.4 MW - February 2015



China – 460 kW - March 2015

### Previous/current Licences and/or Exemptions or Authorisations to Operate and any Breaches or Investigations

Zeus Appollo Pty Ltd currently holds no current licences or exemptions however its sole shareholder Beijing Hua Xin Liu He Investment (Australia) Pty Ltd currently holds an Electricity Retail Exemption R8 Class from the Australian Energy Regulator (**AER**). This is effective as of 12 August 2016. There have not been any breaches of this exemption where a penalty or enforcement order has been applied.

There are no current investigations or allegations of any breaches of this exemption.

## Financial Information

### Declaration of Financial Solvency

29<sup>th</sup> September 2016

For the purposes of Zeus Appollo's application to hold a retail electricity exemption, I state on Zeus Appollo's behalf that:

- (a) The company has adequate resources to pay all debts as and when they become due,
- (b) At all times the company's total assets exceed total liabilities,
- (c) Management regularly reviews company results,
- (d) No administrator, receiver or insolvency official has appointed to control any part of the business or its property,
- (e) No application or resolution has been passed or steps taken to wind up the company, and
- (f) The company is not aware of any other factors that may impede its ability to finance and service PPA customers under the proposed model.

Helen Shan Chen

Sole Director  
Zeus Appollo Pty Ltd

## Statement to Governor – Public Interest

For the attention and consideration of the Governor of Western Australia, the Honourable Kerry Sanderson

As the Governor will be aware, the Minister for Energy has approved a licence exemption framework for solar PPA providers to apply for individuals retail licence exemptions, with a view to promoting further competition in the West Australia electricity sector. It is understood that the public interest test to be applied in respect of the application for the retail licence exemption should address the items set out in section 8 of the *Electricity Industry Act 2004*, being the following:

### 1. Environmental

There are increasing expectations on businesses to play their part in reducing Australia's greenhouse gas emissions. Zeus Appollo has a strong reputation in importing and marketing certified, quality solar (PV) products for many types of energy projects, as well as providing direct supply solutions and support to the wholesale and installer channels.

Zeus Appollo provides comprehensive research and product development, product information, technical specifications and compliance to assist project partners, installers and resellers in providing energy consumption and efficiency solutions to their clients in Australia, contributing to the common goal of reducing their carbon footprint and energy costs.

Approving this retail licence exemption will enable Zeus Appollo to extent its expertise to marketing PPAs to both the commercial and retail market in Western Australia, which will provide clear environmental benefits by increasing the deployment of low carbon and renewable solar electricity in Western Australia.

### 2. Social Welfare and Equity

Zeus Appollo is a firm believer in the need for sustainable development. Environmental protection and rising energy costs have become major issues attracting attention in today's society. Zeus Appollo's mission is to assist organisations of all sizes and individuals in reducing their carbon footprint. This will be achieved by converting energy consumption to renewable sources as well as reducing overall consumption with energy efficiency solutions.

If Zeus Appollo obtains this retail licence exemption, we will be able to provide PPAs to a wide-range of consumers in Western Australia with no upfront capital costs, thus greatly expanding the access of West Australians to low-cost clean, green electricity.

### 3. Economic and Regional Development

Zeus Appollo is established in West Australia and our investors have had a close connection with the West Australian market for decades. Zeus Appollo has, and will continue to, invest in the West Australian economy. Obtaining this retail licence exemption will enable Zeus Appollo to invest further capital into the local economy and will result in a measurable increase in direct and indirect employment in this evolving sector.

Further, Zeus Appollo will be in a position to share is research and development capabilities. Solar is an obvious alternative energy source but has had significant limitations. Most solar systems only assist with offsetting daytime energy use and are not capable of meeting larger load requirements. Battery storage is touted as the answer to these problems. Although the technology is not new, it has been limited by its high upfront cost and short life span. Battery costs should be calculated as the cost per cycle over the life of the battery, not the initial cost.

Solar and energy storage systems (ESS) should be viewed as long term investments across its useful life.

Zeus Appollo's new scalable 'Power Station' range of products solves all of these problems. Capable of managing large loads, the range is suitable for everything from households to utility scale solar farms. Coupled with proven ultra-long life Electrolyte Battery technology that is capable of managing harsh climatic conditions, high depths of discharge (80%) and with a useful life of greater than 20 years; Zeus Appollo provides genuine independent and reliable energy solutions

The intelligent off-grid design enables the Zeus Appollo Solar Power Station to function as a "load" to the grid which eliminates the associated grid infrastructure upgrade costs and the lengthy, costly grid connection applications. The System delivers the additional reliability of the electricity supply to the site.

Recently Zeus Apollo's Brisbane office installed its National test site and is now operating using the power of the sun. The installation includes a 160kVA inverter with 121kWh of storage capacity. Energy production is via 63kW of Zeus Appollo 300W Mono-crystalline photovoltaic modules.

The system has the ability to have 'back up' energy supplied from an external source such as a generator in this case the electricity grid has been used. This backup capability provides energy security while the solar and ESS supplies the loads. Each system is custom designed by in-house engineering to provide a robust energy solution to meet the needs of each individual site.

Online monitoring is provided for service and support. This provides a wealth of information to assist with energy management.

#### **4. Customer Interests**

Our investment in research and development ensures that we continue to provide the best cutting edge PV technology to our customers. Our commitment to pursue innovative PV technology ensures we will be at the forefront of the PV industry. Zeus Appollo will continue to strive to be market leaders in the Renewable Energy Sector making significant contributions to provide economical PV equipment and raising awareness concerning the impact we have on our environment.

Our main office is based in Western Australia and we have an extensive distribution network throughout Australia. As we are an Australian company, we hold stock locally. This means minimal downtime with a 'no fuss' replacement warranty on our products. Being an Australian company, we pride ourselves on delivering cost effective solutions and high standards of customer service, striving for excellence at all times.

We have the financial strength, technical capabilities, product quality and customer service skills to deliver low-cost, highly effective and efficient solar electricity to customers across the socio-economic spectrum.

#### **5. Licensee Interests**

Although we are committed to providing low-cost, high-quality renewable energy to customers across the socio-economic spectrum, we are also aware that grid electricity from licensed providers will continue to remain the key source of electricity in Western Australia. We consider that our PPAs will be a viable alternative and complimentary electricity supply option for West Australians.

## 6. Competition in Electricity Industry Markets

Granting the exemption to Zeus Appollo will increase the number of high-quality product and solution providers in the West Australian market who are capable of executing successfully solar PPAs. This will enable customers across the socio-economic spectrum greater choice when it comes to selecting trusted and capable solar PPA providers.

## 7. Policy Objectives of Government

We understand that residential electricity consumers in Western Australia are presently unable to choose their electricity retailer. We are also aware that the Minister for Energy has committed to a mid-2019 date for Full Retail Contestability (**FRC**). As a compliment to FRC, approving the exemption will enable Zeus Appollo to offer a low-cost alternative electricity supply option to West Australian consumers.



## Product Disclosure Statement

### INTRODUCTION

We (Zeus Appollo) are providing you with this product disclosure statement for Solar Power Purchase Agreements (PPA), which describes generally: the power generation from a Solar PV System source that is consumed by you at your property as proposed in the PPA terms and conditions (**T&Cs**). Zeus Appollo will charge a monthly rate in accordance to the consumption of said Solar PV System, this will be reflected in the PPA T&Cs.

### Alternative Service

Zeus Appollo PPA is a model based on an alternative service and the electricity generated by the solar power system is not the primary source of electricity supply. Zeus Appollo PPA will be separate to your primary supply contract with your electricity retailer.

### License

Zeus Appollo 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 Ombudsman Scheme.

### Australian Consumer Law (ACL)

Zeus Appollo PPA supply of electricity services comes with guarantees that cannot be excluded under Australian Consumer Law. Your entitlements and warranties is listed the PPA T&Cs.

### Zeus Appollo PPA Contract Specifics

The price per unit of solar electricity from a Zeus Appollo PPA is {XX} cents per kwh.

The length of a Zeus Appollo PPA is {XX} years.

The estimated annual generation of a Zeus Appollo PPA is {XX} kwhs

The estimated annual cost of a Zeus Appollo PPA is \${XX}

### Commencement Date

The PPA T&Cs do not become effective until both you and Zeus Appollo have signed the Zeus Appollo PPA the PPA T&Cs. This date is set forth on the Zeus Appollo PPA T&Cs.

### Terms

Zeus Appollo agrees to install and maintain the Solar PV System for the term plus, if the connection date is not on the first day of a calendar month, the number of days left in that partial calendar month. We refer to this period of time as the "Term". The term begins on the connection date. Zeus Appollo will notify you by email when your system has been switched on and the system is generating. A Zeus Appollo PPA is contracted for {X} years with options of buying the system outright or renewal of the contract for another set term period.

### End of Contractual Options

At the end of the contractual terms, Zeus Appollo provides you with the options to either:

- (a) Renew the contract term – renew another set of contract terms with a new Zeus Appollo PPA T&Cs in place.

- (b) Purchase Pay Out - Purchase the system outright at the agreed rate as outlined on the Zeus Appollo PPA T&Cs.

## **Applicable Fees & Charges**

### **1. Cancellation Fees**

Each of the parties will acknowledge by their signing of a Zeus Appollo PPA that the customer has a cooling off period to the intent that, if at any time during the period of ten (10) business days from the date of a signed PPA, the customer wishes not to be bound by the Zeus Appollo PPA, then may, by notice in writing to Zeus Appollo, terminate the PPA, whereupon any moneys paid by the Customer to Zeus Appollo shall be refunded in full and no party shall have any claims one to the others.

### **2. Exit Fees**

Zeus Appollo Exit Fees will be noted on Zeus Appollo PPA T&Cs, the exit fee will be applicable dependent on the remaining years left on the PPA T&Cs.

### **3. System Removal Fees**

At the end of the term or earlier termination of a Zeus Appollo PPA, if you have renewed the PPA or exercised your purchase option (if any) and you are not then in default, then within 28 days you agree to advise Zeus Appollo at the email address provided to arrange a convenient time for Zeus Appollo to remove the System from your property and make good at no cost to you.

### **4. Card Payment & Payment Processing Fees**

Any payments made to Zeus Appollo by debit cards (VISA and MASTERCARD) will not incur any surcharges. Any payments made to Zeus Appollo by credit cards (VISA and MASTERCARD) will incur a credit processing surcharge.

### **5. Late Payment Fees**

Any late payments made to Zeus Appollo in regards to the PPA will be charged a penalty rate which will be billed within the next billing period.

### **6. Reactivation Fees & Default Process**

In the case of a default under the Zeus Appollo PPA, Zeus Appollo may take one or more of the following actions. If the law requires us to do so, Zeus Appollo will give you notice and wait any period of time required before these actions will be taken. Zeus Appollo may:

- (a) terminate the Zeus Appollo PPA
- (b) take any reasonable action to remedy your default or to prevent or mitigate our loss; any amount Zeus Appollo pays will be added to the amount you owe and will be immediately due
- (c) require you, at your expense, to return the Solar PV System or make it available to Zeus Appollo in a reasonable manner
- (d) proceed by court action to enforce performance of the Zeus Appollo PPA and to recover damages for your breach
- (e) disconnect, turn off or take back the Solar PV System by legal process or self-help, Zeus Appollo may not disturb the peace or violate the law in doing so

- (f) report such non-operational status of the Solar PV System to your local utility
- (g) charge a reconnection or reactivation fee for reconnecting the Solar PV System to your local utility or turning the Solar PV System back on after a disconnection due to your default
- (h) recover from you the purchase pay out price set out in the Zeus Appollo PPA schedule, plus all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing
- (i) use any other remedy available to us outlined in the Zeus Appollo PPA contract and schedule or by law

Zeus Appollo may submit to credit bureaus and agencies any negative reports that would be reflected on your credit history if you do not pay any amounts due under the Zeus Appollo PPA T&Cs as required.

You are in agreement to repay Zeus Appollo for any reasonable amounts we pay to correct or cover your default. You also are in agreement to reimburse Zeus Appollo for any costs and expenses incurred relating to the Solar PV System's return resulting from early termination. By choosing any one or more of these remedies, Zeus Appollo does not give up its right to use another remedy. By deciding not to use any remedy should the Zeus Appollo PPA be in default, Zeus Appollo does not give up our right to use that remedy in case of a subsequent default.

## **7. Billing Frequency & Format**

Zeus Appollo PPAs will be billed monthly and the generated invoices will be sent out via email to your nominated email account.

Where the host has completed, signed and delivered the Direct Debit Service Agreement as part of the PPA T&Cs to Zeus Appollo, Zeus Appollo will debit the Customer's nominated bank account with payment of the Monthly Billing Amount, as invoiced, on the 14th day after the date of each invoice.

## **8. Metering**

Zeus Appollo PPA will utilize a Class 1 Energy Meter with pattern approval along with a monitoring system to determine exactly how much energy is being generated, produced and consumed. The Class 1 Energy Meter is able to provide single phase and three phase energy monitoring and will provide a reading accuracy greater than 95% for standard transducers.

## **9. Estimated Generation Output (Annually)**

An estimated generation output schedule is outlined within the Zeus Appollo PPA T&Cs. Each Solar PV System size estimated generation output will be in accordance to the Clean Energy Council (CEC) recommended solar hours for each Australian state.

The schedule will outline each consecutive year estimated generation output with a degradation percentage in accordance to the solar module's specification sheet.

## **10. Cost of Zeus Appollo PPA (12 Month Period)**

Zeus Appollo PPA 12 Month Cost will be outlined in the schedule provided dependent on the Solar PV System sizing and on the PPA rate of unit per kWh.

## 11. Monthly Billing Amount

As consideration for the granting of the PPA licence by Zeus Appollo, you shall pay Zeus Appollo the monthly billing amount, which is calculated as follows:

Generated Quantity of Energy Produced by Solar PV System for the month (in kWh) x  
Fixed Rate (as reviewed)

Zeus Appollo will determine the generated quantity at the end of each calendar month and render to the host an invoice for the monthly billing amount in arrears.

## 12. Termination Rights & Obligations of the Customer

In the event of a termination of a Zeus Appollo PPA T&Cs, the customer will have the following options made available to them:

- (a) Payment of the pay-out pricing of the Solar PV System as outlined in the schedule, dependent on the number of years left on the Zeus Appollo PPA.

In the event of selling your property, you can:

- (a) Assign the Zeus Appollo PPA to the new owner providing that the new owner meets Zeus Appollo credit requirements and permitted by the local utility.
- (b) Move the system to your new property providing the new property is within the same utility district and has obtained permission from said local utility. The customer is responsible for all cost associated with moving the Solar PV System to their new property.
- (c) Purchase the Solar PV System outright for ownership as per the Zeus Appollo PPA schedule.

## 13. Termination under Customer's default

Where this contract is terminated prior to the Expiry Date as a result of a default of the Customer, all monthly billing amounts which would have become payable under the PPA T&Cs shall become immediately due and payable by the Customer to Zeus Appollo ("Future Fees"), where the Future Fees will be calculated according to the following formula:

(Generated Amount for previous 3 months/3) x No. of months till Expiry Date

Instead of paying the Future Fees, the Customer may make an election not more than fourteen (14) days after receiving the Termination notice to pay the Payout Figure to Zeus Appollo in exchange for ownership of the Solar PV System; however the Customer shall not be entitled to pay the Payout Figure and be released from the obligation to pay Future Fees prior to the fifth anniversary of the Commence Date, unless Zeus Appollo otherwise agrees in writing signed by Zeus Appollo.

On notice by the Customer that it elects to pay the Payout Figure, Zeus Appollo will render to the Customer an invoice for the Payout Figure.

The Customer must pay the Payout Figure within fourteen (14) days of the date of the invoice rendered by Zeus Appollo in accordance with the PPA T&Cs.

On receipt of payment of the Payout Figure by Zeus Appollo:

- (a) The Customer shall be released from the obligation to pay any Future Fees under the PPA T&Cs, although the Customer shall remain liable to meet the payment of any other moneys due and payable under the PPA T&Cs; and
- (b) Upon payment of any other moneys due under the PPA T&Cs, the Customer shall become the owner of the Solar PV System and Zeus Appollo shall relinquish all rights in the Solar PV System;
- (c) Upon payment of any other moneys due under the PPA T&Cs, Zeus Appollo shall cause the release of any caveat lodged over the property under the PPA T&Cs, on the basis that the Customer will pay any costs of and incidental to this release on a full indemnity basis, or solicitor and own client basis.

If the Customer does not elect to pay the Payout Figure, or does make the election but then fails to pay the Payout Figure in the time specified in the PPA T&Cs, Zeus Appollo shall be entitled to take legal action against the Customer to:

- (a) Recover all Future Fees and any other moneys due under the PPA T&Cs; or
- (b) Recover the Payout Figure and any other moneys due under the PPA T&Cs.

The Customer agrees that there is no scope for Zeus Appollo to mitigate its loss arising out of the early termination of the PPA T&Cs and there Zeus Appollo shall be entitled to recover from the Customer all Future Fees without deduction or need for mitigation.

#### **14. Connection to Distribution Network**

The Customer may request, after installation of the Solar PV System and Components, that Zeus Appollo procure the Distributor to perform all necessary works to:

- (a) Prepare the Distribution Network for connection to the Solar PV System including, where necessary, authorising an upgrade to the Distribution Network; and
- (b) Connect the Solar PV System to the Distribution Network.

The Customer must pay the Connection Fee to the Customer's Electricity Retailer in accordance with the terms and conditions imposed by the Customer's Electricity Retailer.

The Customer acknowledges and agrees that Zeus Appollo on the Customer's behalf will obtain all necessary Utilities and Electricity Retailer approvals for the connection of the Solar PV System to the Distribution Network and that the Customer will be solely liable to meet the payment of the costs of and incidental to the said approvals.

The Customer further acknowledges and agrees that it may take up to four (4) months or more for the Distributor to obtain all necessary Utilities and Electricity Retailer approvals and complete the connection of the Solar PV System to the Distribution Network.

Zeus Appollo will exercise its best endeavours to cause the Solar PV System to be connected to the Distribution Network as quickly as is reasonably possible.

The Customer acknowledges that under the terms of your electricity supply contract or other contract with your electricity retailer, the Customer may be liable for any damage the Solar PV System causes to the grid that the Customer is connected to.

Notwithstanding the above, Zeus Appollo shall not be in breach of the PPA T&Cs, and the Customer shall not be entitled to any compensation from either Zeus Appollo, or any person or entity on its behalf, where the Distributor has not been able to complete the connection of the



Solar PV System to the Distribution Network and/or obtain all necessary approvals within four (4) months of the Commencement Date of the PPA T&Cs.

## **15. Dispute Resolution Process**

Zeus Appollo PPA is to be governed by and construed in accordance with the laws applicable in Western Australia

If any dispute arises under the Zeus Appollo PPA, representatives of the parties may meet within 7 days of either party giving written notice of the dispute to the other party and attempt to resolve the dispute.

If any dispute is not resolved within 14 days of the issue of a notice under the PPA T&Cs, or such longer period as may be agreed in writing between the parties, either party may refer the dispute to an appropriately qualified expert or mediator as appropriate for determination.

If the dispute is referred to an expert or mediator for determination, then:

- (a) the expert or mediator shall determine the dispute as an expert or mediator and not as an arbitrator, and the process of determination shall not be a process of arbitration;
- (b) the procedures applying to any expert determination or mediation under Zeus Appollo PPA shall be in accordance with the Expert Determination Guidelines of the Australian Commercial Disputes Centre;
- (c) the parties shall each pay one half of the costs with the mediator.

If the parties cannot agree on an expert or mediator within 7 days of a referral for expert determination or mediation pursuant to the PPA T&Cs, then either party may ask the Australian Commercial Disputes Centre to appoint an expert or mediator.

Nothing herein shall prejudice the right of a party to institute proceedings to enforce performance under the Zeus Appollo PPA or to seek injunctive or urgent declaratory relief.

## **16. Maintenance & Repair of the Solar PV System**

The scheduling, installation, maintenance and repair of the Solar PV System under the Zeus Appollo PPA is outlined as follows:

If, at any time during the term, the customer believes that the Solar PV System is damaged, defective or its otherwise not working in a property and efficient manner (“the defect”), the customer must provide written notice of the defect to Zeus Appollo as soon as is reasonably practicable after the defect becomes apparent (“the defect notice”)

On receipt of the defect notice from the customer, Zeus Appollo must, within seven (7) days, make contact with the customer and arrange a suitable day and time for a representative of Zeus Appollo to attend on the property and inspect the Solar PV System (“Inspection Date”)

The customer and Zeus Appollo must exercise their best endeavours to reach agreement as to the Inspection Date as quickly as possible.

A representative of Zeus Appollo will conduct an inspection of the Solar PV System on the Inspection Date.

Within a reasonable time after the Inspection Date, Zeus Appollo will provide a report to the customer in respect of the defect, which report will contain the following details:

- (a) Whether there is, in fact, a defect in the Solar PV System
- (b) The nature and effect of any defect in the Solar PV System
- (c) Whether the defect was caused or contributed to, by the acts or omissions of the customer or its servant, agents, employees or invitees
- (d) The extent of which the defect was caused, or contributed to, by the acts or omissions of the customer or its servants, agents, employees and invitees
- (e) What Zeus Appollo intends to do to rectify and defect in the Solar PV System
- (f) Whether Zeus Appollo will cover the entire cost of rectification of the defect or will require the customer to cover, or contribute to, the cost of rectification of the defect
- (g) The amount of any payment to be made by the customer to enable rectification of the defect

Where there is no defect found in the Solar PV System after Zeus Appollo's inspection, the customer shall be liable to pay to Zeus Appollo its reasonable costs of and incidental to the inspection of the Solar PV System as a liquidated debt due and payable within fourteen (14) days receiving notice of those costs from Zeus Appollo.

Where any defect has not been caused, or contributed to, by the customer or its servants, agents, employees or invitees, Zeus Appollo will not be entitled to recover its reasonable costs of inspection and will rectify the defect at its sole cost and without any contribution by the customer.

Where Zeus Appollo, whilst acting reasonably, determines that the defect has been caused, or contributed to, by the customer or its servants, agents, employees or invitees, Zeus Appollo shall be entitled to recover from the customer part of the cost inspecting the Solar PV System and of rectifying the defect, according to the proportion that the customer or its servant, agents, employees or invitees have caused, or contributed to, the defect.

In rectifying any defect, Zeus Appollo may elect by the exercise of its sole and unfettered discretion, to repair the defect or may instead elect to replace the Solar PV System partially or in its entirety.

The Customer and Zeus Appollo must exercise their best endeavours to reach agreement as to a convenient date for Zeus Appollo or its authorised servants, agents or employees to carry out any works to rectify the defect in the Solar PV System.

On agreement being reached as to a convenient date for either Zeus Appollo or its authorised servants, agents or employees to carry out works, the Customer irrevocably grants to Zeus Appollo access to the property and all dwellings or appurtenances thereon for the purpose of rectifying any defect, carrying out maintenance or ensuring the monitoring, metering and reading status of the Solar PV System, or like works, and Zeus Appollo's entry onto the property on that date for that purpose shall not be a trespass.

In the event that a defect in the Solar PV System arises during the course of the Term, for whatever reason, the Customer expressly agrees that it shall not be entitled to recover any economic loss that it may suffer as a result of the defect from Zeus Appollo and its right to compensation shall be limited to the repair or replacement of the Solar PV System by Zeus Appollo in accordance with the PPA.

The Zeus Appollo PPA contract may be pleaded as a complete bar to any claim, suit or demand by the Customer against Zeus Appollo for the recovery of economic loss and the Customer

indemnifies Zeus Appollo from and against all costs, loss and damage incurred by Zeus Appollo as a consequence of any such claim, suit or demand, including legal costs on a full indemnity, or solicitor and own client, basis.

Zeus Appollo may, at any time during the Term and on the provision of at least three (3) clear days' notice to the Customer, attend the property for the purpose of carrying out an inspection of the Solar PV System and Components.

If the Inspection Date nominated by Zeus Appollo in its notice is not convenient to the Customer, it must notify Zeus Appollo no less than 24 hours prior to the proposed Inspection Date. Where the Inspection Date is agreed, or no notice is provided by the Customer to Zeus Appollo in the time specified herein, the Customer grants Zeus Appollo an irrevocable licence to enter onto the property and access all dwellings and appurtenances for the purpose of inspecting the Solar PV System, and Zeus Appollo's entry onto the property on that date for that purpose shall not be a trespass.

Zeus Appollo may shutdown the Solar PV System during any period of maintenance or repair and the Customer shall not be entitled to seek or recover from Zeus Appollo or its agents/or subcontractors any compensation for loss or damage suffered as a result of that shutdown, unless the reason for the shutdown was solely caused by Zeus Appollo's or its agent's and/or subcontractor's deliberate or grossly negligent act or omission, in which case the Customer may seek or recover compensation from Zeus Appollo.

Zeus Appollo may shutdown the Solar PV System where, by the exercise of its reasonable judgment, it considers that the conditions on the property or the activities of persons on or about the property may interfere with the safe operation of the Solar PV System, and Zeus Appollo may keep the Solar PV System from operating until the Customer has ensured that conditions on the property are rectified to allow safe operation or the Customer has ensured that the activities of persons on or about the property will no longer impact on the safe operation of the Solar PV System. In the event of a shutdown on the above basis, the Customer shall not be entitled to seek or recover from Zeus any compensation for loss or damage suffered as a result of that shutdown, unless the reason for the shutdown was solely caused by Zeus Appollo's deliberate or grossly negligent act or omission, in which case the Customer may seek or recover compensation from Zeus Appollo.

In accordance to the above, the below will also be implemented:

- (a) Zeus Appollo will schedule the installation of the Solar PV System at a mutually convenient date and time
- (b) Zeus Appollo will construct the system according to the written plans, design and engineering scope
- (c) Zeus Appollo will install a Class 1 Pattern Approved metering option with the Solar PV System to accurately measure and record the amount of power the Solar PV System will generate and what is being consumed
- (d) Zeus Appollo will notify you if the system design has to be materially changed so that you can review any such changes
- (e) Zeus Appollo will make good the property during and on completion of the installation of the Solar PV System
- (f) Zeus Appollo will insure the Solar PV System against all damage or loss except damage caused by your negligence, or intentional damage to the Solar PV System

- (g) Zeus Appollo will repair the Solar PV System pursuant to the Warranty Terms outline below and reasonably cooperate with you when scheduling repairs
- (h) Zeus Appollo will not put a lien on your building or property unless you default in payment

Under a Zeus Appollo PPA, the warranties of the Solar Inverter, Solar Modules, Monitoring Equipment and Solar Mounting System will be covered for the full term of the PPA.

#### **17. Property renovations and repairs:**

If you want to make any repairs or improvements to the property that could interfere with the system (such as roof repairs on which the solar array is located), you may only remove and replace the Solar PV System pursuant to the warranty.

The warranty on the equipment utilized such as solar inverters, solar modules, monitoring systems and solar mounting kits will be made available on the products' specifications sheet.

#### **18. Limited Warranties**

##### *System Warranty*

During the entire Zeus Appollo PPA term, under normal use and service conditions, the Solar PV System will be free from defects in workmanship or defects in, or a breakdown of, materials or components

##### *Roof Warranty*

The penetration of the property roof during a Solar PV System installation, Zeus Appollo will warrant any roof damage caused. The roof warranty will run the longer of:

- (i) One (1) year following the completion of the Solar PV System installation and
- (ii) The length of any existing installation warranty or building performance standard for your roof

##### *Repair Promise*

During the entire Zeus Appollo PPA term, Zeus Appollo will honour the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labour costs) when you submit a valid claim under this warranty.