

### 1. What is a Solar PPA?

A Solar PPA is a method of purchasing a solar system without any upfront costs. Rather than pay outright for the system and its installation, you pay for each unit of electricity you use for a contracted period.

When you enter into a Solar PPA with Infinite Energy, you are agreeing to buy electricity produced by a solar system located on your roof (or other part of the property as agreed).

This agreement will typically be in addition to your Synergy grid supply, which will in most cases be the primary source of electricity supply to your property. A solar PPA rate will typically be a lower rate than the cost of electricity supplied from the grid. It should be seen as a way to reduce your electricity bill, rather than completely replace it.

You will receive a bimonthly bill from Infinite Energy for the energy produced by the solar system, as well as your periodic bill from Synergy for the electricity you consumed from the grid and their associated charges.

### 2. Who can provide you with a Solar PPA?

An electricity retailer requires a licence to sell you electricity. If you consume less than 50MWh per year, only Synergy currently has a licence to sell electricity to you as a 'non-contestable customer'. Otherwise, any appropriately licenced retailer can offer a grid supply or a Solar PPA.

Retail licenses generally contain obligations under legislation to provide services and protections that must be provided to the customer, including an obligation to be a member of the Electricity Ombudsman Scheme.

Infinite Energy has applied for and received an exemption from obtaining a retail license in order to offer Solar PPAs to non-contestable customers. If you are a non-contestable customer, then apart from Synergy, only companies that have received this licence exemption are allowed to offer you a Solar PPA. You should be aware that under the exemption, Infinite Energy 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. What protections do I have?

In addition to the warranties outlined in this document, the supply of electricity services to consumers under a Solar PPA is subject to consumer protections under the Australian Consumer Law. You can find out more about these protections on the Australian Consumer Law website: consumerlaw.gov.au

### 4. How long is the contract I am entering?

The term of this solar PPA is for 10 years.

We will provide you with an Indicative Buyout Schedule which will provide a guide for each year over the contracted period of the likely price if you choose at any time to end the contract early and buy the system outright from us.

While we are not obliged to sell the system to you, typically we will do so if offered a price in line with the Buyout Schedule.

### 5. What happens at the end of my contract?

The solar system is likely to have a useful lifespan beyond the contract period. Quality solar systems, properly maintained, should last around 20 years.

Under the rules of a Solar PPA, at the end of your contract period, the solar system still belongs to Infinite Energy. At this time, we provide you with a number of options:

You may offer to buy the solar system from us for as little as \$1. Infinite Energy expects this to be most households preferred option. Once you own the system, all electricity generation belongs to you and is free of



charge. Maintenance will also then be your responsibility.

Alternatively, you may enter into a new contract with Infinite Energy. We will continue to charge you an agreed price for each unit of electricity produced over the term of the new contract and be responsible for maintaining the solar system.

Lastly, you may request Infinite Energy to remove the system from your property at your cost.

### 6. Can I exit the contract early?

The contract ends at the expiry of the contract term.

Prior to the expiry of the term, you may buyout the contract by paying the remaining value specified in the Indicative Buyout Schedule and ownership of the solar system will pass to you.

Should you like Infinite Energy to remove the solar system under this circumstance, we will charge you the reasonable cost of removing and disposing of the system.

You can also end the contract early at any time before the commencement of the solar system installation. You must pay Infinite Energy the reasonable costs which we have incurred, in relation to facilitating the contract and installation, up to the point of notification of termination. Infinite Energy will itemise these costs for you.

You can exit the contract early if any of the following applies:

- Infinite Energy proposes additional fees that are not agreed to by you (and not contemplated in the contract);
- Infinite Energy is in breach of the contract and fails to remedy the breach within 4 weeks after the breach has been established; or

• Force Majeure prevents Infinite Energy from meeting or performing its obligations under the contract (fully or in part) for more than 9 months.

### 7. What if I move house or sell my house?

If you move house, you must notify Infinite Energy 4 weeks prior to vacating. In this instance we will provide you with the following options:

- If you are selling your home you may agree with the incoming purchaser that they enter into a new Solar PPA with Infinite Energy on the same terms as your original contract. Your contract with us will terminate once the incoming purchaser has signed the new contract.
- You may also choose to exit the contract by buying out the contract and taking ownership of the solar system at the agreed Buyout Price. Indicative Buyout Prices for each year are included in your contract. It is up to you to decide if you include this amount in the sale price.
- If you decide to lease your property you can choose to either exit the contract by buying out the contract and solar system at the remaining value in the Indicative Buyout Schedule, or continue the contract. If you choose to continue the contract you may decide to pass on the amounts we bill you to your tenant. In this case, the bills will continue to be sent to you and you will remain liable for payment. If you require your tenant to pay the charges and respect the other terms in the contract, this arrangement remains a private matter between yourselves.

### 8. What fees and charges apply under the contract?

There are no up-front charges for the installation of the solar system. Infinite Energy will invoice you bimonthly and you will be able to select your preferred billing method. Infinite Energy prefers electronic billing,



however you may select to receive a paper bill via the post for a small fee.

Monthly invoices may include the following fees and charges:

- System Generation Charges charges for the electricity generated by the solar system. These charges are calculated by multiplying the applicable Solar PPA rates by the quantity of solar electricity consumed and exported in that billing period. The quantity of solar electricity will be measured by an appropriate meter, as described in this document.
- **Taxes** any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that Infinite Energy has to pay (directly or indirectly) in association with the sale and supply of solar electricity and which may be applied to Infinite Energy from time to time. These charges will be itemised and passed through to you at cost.
- Card payment fee Infinite Energy will pass on to you at cost any debit or credit card surcharges (e.g. MasterCard or Visa payments).
- Paper bill fee for receiving a paper bill in the mail.
  This will be set out in the contract.
- Reactivation fee to cover the costs incurred by Infinite Energy to reactivate the solar system if the system has been deactivated due to your breach or failure to pay the contract charges.
- Removal fee to cover the removal of the solar system if you request us to do so. This fee won't apply if you do not request us to remove the system.
- **Buyout Price** as described in this document for exiting the contract early and transferring ownership of the solar system to you.
- Payment processing fee for paying by any payment method where the Infinite Energy incurs

a cost to receive or process that payment (other than the cost covered by the card payment fee). This fee will be itemised and passed through at cost.

- Late payment fee for payment (or part-payment) of invoices after the due date. This will be specified in the contract.
- Other payment fees any additional costs incurred by Infinite Energy relating to payments that are dishonoured or reversed. These fees will be itemised and passed through to you at cost.
- Meter check fee If you request Infinite Energy to check the accuracy of your solar electricity meter; and that check finds the meter is accurate, we will pass through to you the reasonable cost of the test. If the meter is found to be faulty, we will cover the cost of the test and of repairing or replacing the meter.

# 9. What is the per unit price of the solar electricity over the term of the contract?

The price per unit of solar electricity you consume is:

A variable rate equal to 40% less than the Synergy Al tariff per kWh, applicable when the bill is paid in full by the due date.

One unit of electricity equals one kilowatt-hour (kWh).

This price has been determined by a number of factors, including the term of the contract, the size of the solar system, the location of the system and any other factors specific to your property that might impact the cost of installing the system. This price will not be changed over the term of the contract, except if any new taxes or charges resulting from a change in law which requires us to incur new costs, or if the structure of the Synergy Al tariff was to change.

The price per unit of solar electricity produced by the solar system but is not consumed and instead exported to the grid is:



Www.infiniteenergy.com.au

The amount equal to what Synergy will pay you for exported energy, known as the 'Feed-in Tariff'.

By making the price for the exported solar electricity the same as the Feed-in Tariff you earn, the net cost to you for this energy becomes zero.

Prior to entering a contract, Infinite Energy is required to provide you with an estimate of the quantity of electricity the solar system will produce in the first year, and based on this estimate, the first year's cost of supply of the solar electivity. Based on the configuration of your system:

The expected annual output of the solar system in year 1 is [\_\_\_] kWhs.

The expected annual cost of the output of the solar system in year 1 is [\$\_\_\_]. This cost estimate is based on you consuming all the expected electricity generated by the solar system. Therefore, if you consume less than the expected annual output you may pay less than what is estimated here.

# 10. How will you measure electricity generation from my solar system?

Infinite Energy will install a separate solar electricity smart meter to measure the amount of electricity generated from your solar system. We will only use meters that are approved under the National Measurement Institute (NMI) and are considered suitable for billing requirements in terms of their accuracy (Class 1 or better). Meters will also comply with the National Measurement Act 1960 (Cth) requirements for electricity meters.

The solar electricity smart meter will be able to be read remotely, so under normal circumstances no meter readers will be required to enter your property. This also allows us to monitor the output of the solar system to ensure it is operating correctly. While Infinite Energy will use high quality meters, if any meters are found to be faulty, we will replace or repair them at our cost. The solar electricity smart meter will only measure the quantity of electricity produced by the solar system. Any electricity consumed from the grid will still be metered separately by your grid retailer, Synergy. Your grid retailer will also meter any solar electricity that is not consumed (or not stored if you have a battery storage system) and is exported to the grid. If you are an eligible customer, Synergy may pay you for unused solar electricity under the REBS buy-back scheme. Any buyback agreement is between you and Synergy.

# 11. What do I need to do to connect the solar system to the grid?

Infinite Energy will organise approval from Western Power to connect the solar system to the grid. We simply request you to provide us with the authority to deal with Western Power on your behalf and provide the necessary information for the purposes of obtaining this approval. This typically means assisting us with filling out and signing application forms. Any costs relating to the connection to Western Power's grid will be covered by Infinite Energy under our Solar PPA contract.

# 12. Am I liable for any damage to the grid caused by the solar system?

Your network connection agreement with Western Power is managed through Synergy as your grid electricity retailer. You do not have any direct obligations to Western Power but under your supply agreement with Synergy, you may be liable for any damages caused by the solar system.

However, Western Power's Technical Rules govern the type of solar equipment, such as inverters, that can be connected to their grid. Infinite Energy, like all solar providers, are only permitted to use compliant equipment. The risk of damage to the grid from compliant solar equipment is small.

#### 13. What if I don't agree with an invoice or I



Product Disclosure Statement Solar Power Purchase Agreement The Amble Estate (Residential Green Title Properties)



#### have a dispute or complaint?

If you dispute any part of an invoice or the contract, you may make a complaint to Infinite Energy via email, phone or in person at our office. Upon receipt, Infinite Energy will acknowledge the query or complaint within 10 business days and respond by addressing the matter within 20 business days. The time the company spends investigating a complaint is determined by its seriousness and complexity.

While most queries or complaints should be able to be rectified quickly and easily, such as establishing meter data and invoice amounts, when responding to a complaint Infinite Energy will advise you that you have the right to have the complaint considered by a senior employee. Infinite Energy will keep a record of all complaints and correspondence, as well as the time taken to resolve.

If you are not happy with how a complaint has been resolved, you may refer the complaint to the Consumer Protection division of the Department of Mines, Industry Regulation and Safety:

#### commerce.wa.gov.au/consumer-protection/makingcomplaint

Further avenues exist to make complaints about a service provider or seek advice on your rights from the Australian Competition and Consumer Commission (ACCC):

### accc.gov.au/consumers/health-home-car/solarpower#consumer-rights-for-solar-power

### 14. Who is responsible for the maintenance and repair of the solar system?

Infinite Energy is the provider of maintenance and repair services for the solar system. A solar PPA works on the principle that you as the customer only pay for the electricity produced by the solar system. If, for whatever reason, the system stops producing or under-produces, Infinite Energy, as the owner of the system, does not get paid as it would if the system were working properly.

This relationship incentivises Infinite Energy to monitor and maintain the solar system to keep it in good working order. While it is in our interests to ensure the system is working properly, Infinite Energy is not liable for any losses or higher grid electricity supply costs due to non-performance of the system.

Your only obligation is to promptly inform us if you believe there is an issue with the solar system, as well as to allow Infinite Energy and its subcontractors reasonable access in order to maintain the system and repair any faults.

### 15. What is covered and not covered under warranty?

The output of a solar system will vary according to a range of factors, including weather conditions, orientation and the age of the system. Infinite Energy does not guarantee any minimum output from the solar system. However, the nature of a Solar PPA ensures that it is in both party's interests that the system produces to its capacity over the term of the contract.

While the solar system is owned by Infinite Energy for the term of the contract, it should have a considerable amount of useful life remaining after the Solar PPA expires.

Depending on the system configuration system product warranties can be found here:

infiniteenergy.com.au/support/warrantyinformation