



Please read this carefully as it sets out what you need to know about the terms and conditions of the Products and Services to be provided to You by Us.

Contract Specifics

Customer Name (You)	As set out in the Quote
Quote Number	As set out in the Quote
Supply Address	As set out in the Quote
Purchase Price (inclusive of GST)	As set out in the Quote (This price may change – please refer to Warnings below for more detail)
Value of Government Subsidy	As set out in the Quote
Value of AGL Virtual Power Plant Credit	As set out in the Quote
Payment Method for AGL Virtual Power Plant Credit	As a part payment of the Purchase Price.
Balance Payment (Purchase Price inclusive of GST) less Deposit less Value of Government Subsidy and less Value of AGL Virtual Power Plant Credit	As set out in the Quote
Cooling Off Period	5 clear Business Days or as set out in the Quote, if applicable
Other Charges	As set out in the Quote, if applicable
Products	As set out in the Quote
Services	As set out in the Quote
	<p><i>If the Quote states that the Products and Services include:</i></p> <p>The supply and installation of Products, then the Products and Services Specific Terms in Part B of this Agreement will apply in addition to the General Terms and Conditions; and</p> <p>AGL Virtual Power Plant Credit then the Products and Services Specific Terms in Part C of this Agreement will apply in addition to Part B and the General Terms and Conditions.</p>



Estimated period for commencement of the installation (as applicable)	<p>Within 3 months of the Commencement Date or as notified by Us to You following the Site Assessment (as applicable)*</p> <p>* Timing may be impacted by circumstances outside of AGL's control, for example, the Distributor's approval process, Metering Works, Switchboard Works, Site Assessments (including any issues that arise relating to Site Issues or the structural integrity of the Supply Address), any relevant council approval or building permits.</p>
Builder's Registration / Licence No.	BLD 276311 (AGL Energy Services Pty Limited) – South Australia
Web Services Term (as applicable)	5 years from VPP Services Commencement Date
VPP Services Term (as applicable)	5 years from the VPP Services Commencement Date
Exit Fee	Calculated in accordance with the following formula: Exit Fee = \$1000 – (\$1000 multiplied by the number of months (including part months) between the VPP Services Commencement Date and the termination date, divided by 60).

Executed By:

Customer*

*You, as named in the Quote, agree that by accepting the Quote, You:

- (i) agree to be bound by this Agreement;
- (ii) agree that You have the legal authority and capacity to enter into this Agreement;
- (iii) expressly acknowledge that the requirement for this Agreement to be signed is satisfied by You accepting the Quote and that You agree that this is an appropriate electronic method for signing the Agreement under the Electronic Communications Act (2000) South Australia; and
- (iv) will print and retain a copy of this Agreement.

Executed by an authorised representative of
AGL Energy Services Pty Limited

Travis Hughes
Head of Market Development

SEE CLAUSE 9 OF PART A OF THE AGREEMENT FOR RIGHT TO CANCEL DURING COOLING OFF PERIOD.

Warnings

Important note - the following warnings are only applicable where the work being undertaken constitutes residential or domestic building work under the applicable acts, and those works exceed the relevant monetary threshold set out in the applicable act.

- (a) Warnings required under applicable acts (Home Building Act 1989 (NSW); Queensland Building and Construction Commission Act 1991 (QLD)) - the Purchase Price (exclusive of GST) specified in the Contract Specifics of this Agreement is subject to change pursuant to the terms of this Agreement.
- (b) The provisions of this Agreement that allow for the Purchase Price to change are:
 - (i) clause 8 of Part A;
 - (ii) clause 9 of Part A; and
 - (iii) clause 5 of Part B.
- (c) The Purchase Price may change under these clauses:
 - (i) if a Site Assessment is required under this Agreement and We determine that additional charges are applicable because of the special nature of the Supply Address, unforeseen complexities or difficulties, or any changes at the Supply Address between the Commencement Date and the date of the installation of the Products;
 - (ii) if there are particular issues with Your Supply Address that We could not have reasonably foreseen before the Commencement Date, which require extra work in order to install the Products properly. We may charge for any increased costs caused by delays in carrying out the work to be carried out under this Agreement; however You will be provided with an opportunity to decide whether to proceed with installation in these circumstances;
 - (iii) We can demonstrate that any costs associated with the supply and installation of the Products have increased after the Commencement Date but before the supply and installation of the Products or due to a change in law;
 - (iv) We enter a written Agreement for a variation with You; or
 - (v) Either Us or You cancel the Agreement in the circumstances described in Clause 9 of Part A.

PART A - GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In this Agreement (unless the context otherwise requires):

Act means the Building Work Contractors Act 1995 (SA) as amended from time to time and terms defined in the applicable Act above will have the same meaning in this Agreement, unless the contrary appears

AGL means AGL Energy Services Pty Limited ABN 57 074 821 720, and “Us”, “Our” and “We” have corresponding meanings.

AGL Electricity Sale Contract means the retail electricity contract between Us or one of Our Related Bodies Corporate and You for the supply of electricity to You at the Supply Address.

AGL Virtual Power Plant Credit or AGL VPP Credit means the amount specified in the Quote.

Agreement means this contract for Products and Services, and the Quote and Contract Specifics, and, attachments and annexures and any documents referred to therein.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

Balance means the Purchase Price inclusive of GST less the Deposit, less AGL VPP Credit and less the Government Subsidy, if You are eligible for these.

Business Day means any day other than a

Saturday, Sunday or public holiday in the state in which the Supply Address is located.

Charges means the charges (if any) defined as such in the Products and Services Specific Terms and may include the Exit Fee.

Clean Energy Regulator means the Clean Energy Regulator established under the Clean Energy Regulator Act 2011 (Cth).

Contract Specifics means the schedule of contract information with that name forming part of this Agreement.

Cooling Off Period means the period commencing after the Commencement Date and ending after the number of Business Days specified in the Quote or the Contract Specifics has passed.

Data means any data relating to the Product, the Services, Your energy generation and consumption, net export of electricity and any other data that may be transmitted to Us in connection with Our provision of the Services, including Your energy usage.

Deposit means the amount (if any) described as such in the Quote and/or Contract Specifics which relates to the State in which the Products and Services are provided.

Distributor means an entity or person who owns, controls, or operates a distribution system.

Exit Fee means the amount calculated in accordance with the formula set out in the Contract Specifics or Your Quote.

Electronic Means means any form of electronic communication including email to an agreed email address, or short message service or multi-media

message service to an agreed telephone number and which may consist of notice with a link to details of the variation on our website.

Eligibility Criteria means the criteria set out in the Quote and in this Agreement that You must meet for this Agreement to be effective and to be eligible to receive AGL Credits.

Existing Product means any energy storage system product (or other product as specified in Your Quote or the Contract Specifics) currently installed in Your Supply Address.

General Terms and Conditions means the general terms and conditions set out in Part A of this Agreement.

Government Credit means all rights, benefits, credits, certificates of any kind which derive from the supply of the Products or Services under a clean energy or carbon reduction government or regulatory program, including all Greenhouse Gas Reduction Credits or RECs.

Government Subsidy means a payment by a government agency in connection with to a home battery program. In South Australia, this is the subsidy provided by a government agency in connection with the South Australia Home Battery Scheme, launched in 2018.

Greenhouse Gas Reduction Credits means any benefits or credits of any kind (including any emission reduction unit) which arise or are created under any regulatory regime or licensing requirements including any rights relating to demand side abatement which arise or are capable

of being created as a result of the supply of the Products or Services.

Grid Connection Application means an application to Your electricity Distributor to allow export of electricity from the Supply Address, (or any other changes (temporary or otherwise) to or in relation to the export of electricity from the Supply Address and any related applications for the purposes of this Agreement), including via an online portal, where applicable.

Grid Connection Agreement means the agreement between You and Your electricity Distributor to allow export of electricity from the Supply Address.

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

Install means the date on which the Product is installed at the Supply Address and Installation has the same meaning. Intellectual Property means all intellectual property rights (including rights in confidential information and data) throughout the world, whether present or future, registered or unregistered, including the right to apply for registration of any such rights.

Life Support System means the equipment used to keep a person alive when they are ill or injured and includes the following oxygen concentrator, intermittent peritoneal dialysis, kidney dialysis machine, chronic positive airways pressure respirator or any other equipment required for life support as specified by a medical practitioner.

Metering Works means any installation of a meter or meter upgrade that may be required or desirable for the effective installation or operation of the



Products or for connection of the Products to the electricity grid.

National Electricity Grid means the physical and market infrastructure required to transport and supply electricity in New South Wales, Victoria, Queensland, South Australia and Tasmania.

Non-excludable Obligation has the meaning given in clause 11(b) of Part A of this Agreement.

Operated Product has the meaning set out in Part C of this Agreement.

Products means the products supplied by Us to You as described in the Quote or the Contract Specifics (and includes any part of the Products) including any variation to the Products under this Agreement.

Products and Services Specific Terms means the terms and conditions set out in Part B and / or Part C of this Agreement, as applicable.

Purchase Price means the amount set out in the Quote or the Contract Specifics payable by You for the Products and Services under this Agreement and includes the Deposit.

Quote means Our quote provided to You specifying the Products and Services and including (where relevant) installation works.

Regulations means the Building Work Contractors Regulations 2011 (SA) as amended from time to time and terms defined in the Regulations will have the same meaning where used in the State Specific Conditions, unless the contrary appears.

Regulatory Requirements means any relevant Commonwealth, State or local government regulation, including all laws, regulations,

subordinate legislation, proclamations, orders in council, licence conditions, codes, guidelines or standards applicable from time to time to the supply of the Products and performance of the Services at the Supply Address.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).

Relevant Manufacturer means the manufacturer(s) of the Product.

Services means the services supplied by (or to be supplied by) Us to You as described in the Quote or the Contract Specifics (and includes any part of the Services) including any variation to the Services under this Agreement.

Site Assessment means an inspection of Your Supply Address conducted by Us, Our employees or subcontractors in accordance with this Agreement.

Site Issues means issues relating to the Supply Address and the installation or location of the applicable Product including, as applicable:

- (a) where an inverter requires re-running of PV down cables to the Product location;
- (b) failure of the switchboard at the Supply Address to meet Your electricity Distributor's requirements or Our requirements;
- (c) failure of any existing system or its installation to meet applicable electrical safety and earthing standards or other standards;
- (d) failure of any existing system voltage or rating of components to meet the applicable requirements for the Products;
- (e) deterioration of the condition of the existing system, failure of existing wiring at the Supply



Address to pass electrical safety inspection or insulation resistance tests;

(f) electrical loading on the existing power circuits at the Supply Address exceeds the output capacity of the Products or is insufficient to make good use of the output capacity of the Products and requires alterations;

(g) You request that the existing system, inverter or other equipment or plant is removed from the Supply Address;

(h) You request changes to the installation arrangements specified in the Quote or the Contract Specifics;

(i) failure to provide or procure adequate access to the Supply Address and the installation site of the Products; or

(j) failure to prepare the Supply Address or the installation site in accordance with the Quote or the Contract Specifics.

Standard Installation means an installation which has the following features and meets the following requirements:

(a) Your Products can be safely installed within 15 metres of Your switchboard;

(b) no Switchboard Works are required in order to safely install the Products;

(c) Your nominated location for installation of the Products is structurally sound and suitable for mounting the Products in accordance with Relevant Manufacturer's installation guidelines;

(d) Your electricity meter can, where required by Us, be replaced with a smart meter;

(e) Your household supply cable will

accommodate the Product within acceptable voltage rise limits;

(f) Your Supply Address complies with current standards, regulations, and requirements of Your electricity distribution network provider and will continue to do so after the Products are installed and operated;

(g) the installation location is deemed suitable by Us acting reasonably in all the circumstances.

State Specific Conditions means the conditions (including implied warranties) of that name which form part of this Agreement and are contained in Schedule 2.

Supply Address means the address set out in the Quote or the Contract Specifics and is the address at which the Products and Services are to be or have been supplied, installed or performed by Us.

Switchboard Works means any switchboard replacement or upgrade and associated works that may be required or desirable for the effective installation or operation of the Products or for connection of the Products to the electricity grid.

Virtual Power Plant Services or VPP Services has the meaning set out in Part C of this Agreement.

Virtual Power Plant Services Term or VPP Services Term has the meaning set out in Part C of this Agreement.

Warranty Statement means the document named 'Warranties against defects statement' annexed to this Agreement.

Web Portal means a web-based platform in which there will be functions, information and tools related to the Products and Services.

Web Services means the right to access and use the Web Portal in accordance with the terms of this Agreement.

Web Services Term means the term for the provision of Web Services, as specified in the Contract Specifics or determined in accordance with clause 12(h)(ii), unless terminated earlier in accordance with this Agreement.

You means the person who enters into this Agreement with Us, and “Your” has the corresponding meaning.

1.2 Interpretation

In this Agreement (unless the context otherwise requires):

- (a) headings are for convenience and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) all references to ‘include’ or ‘including’ or ‘for example’ are non-exhaustive and do not imply any limitation;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency;
- (e) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (f) a reference to a person includes that person’s:
 - (i) executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and

- (ii) officers, employees, contractors, agents or other representatives;

- (g) when capitalised, grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;

- (h) a period of time which:

- (i) dates from a given day, or the day of an act or event, is to be calculated exclusive of that day;

- (ii) commences on a given day, or the day of an act or event, is to be calculated inclusive of that day; and

- (i) an event which is required under this Agreement to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and any discretion that We have under this Agreement will be exercised by Us on reasonable grounds, including considerations relating to:

- (i) whether circumstances were beyond Your reasonable control, or were accidental but not negligent;

- (ii) Your history with Us and our Related Bodies Corporate, including Your conduct under this Agreement, Your AGL Electricity Sale Contract and any previous contract with Us for the sale and supply of products and services;

- (iii) our evaluation of the likelihood that You will fulfil Your obligations under this Agreement or Your AGL Electricity Sale Contract in the future; and

- (iv) the consistent application of Our policies applying to similar customers in similar circumstances (including departing from these policies in relevantly different circumstances).

2. Agreement commencement

- (a) You may accept this Agreement by accepting Your Quote, on or before the date the Quote expires as set out in the Quote or by any other method of acceptance specified by Us in writing.
- (b) We may agree (in our absolute discretion) to extend the Quote expiry date in writing.
- (c) Once the Agreement is accepted in accordance with 2(a), this Agreement commences immediately ("**Commencement Date**").

3. Parties' main rights and obligations

- (a) You agree that by accepting this Quote:
 - (i) You agree to be bound by this Agreement;
 - (ii) You agree for AGL to conduct a credit check on You in order to assess Your eligibility to pay for the Operated Product;
 - (iii) You warrant to Us that You have the legal authority and capacity to enter into this Agreement;
 - (iv) You expressly acknowledge and agree that the Agreement may be entered into by an electronic method as permitted under the Electronic Communications Act (2000) South Australia and that your acceptance of this Agreement equates to your electronic signature on the Agreement; and
 - (v) You will print and retain a copy of this Agreement.
- (b) You will pay the Purchase Price and any other Charges or amounts owing to Us.
- (c) You will make Your own enquiries to find out how the Products and Services may impact on:
 - (i) any retail electricity sale contract You are a

- party to;
 - (ii) any feed-in tariff You receive;
 - (iii) Your Grid Connection Agreement; and
 - (iv) the roof, other structure, equipment or infrastructure at the Supply Address, including any relevant manufacturer's warranties, and You agree that We are not liable for any loss, damage or liability You suffer as a result of the impact of the Products and Services on any of the above.
- (d) You must obtain all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities.
 - (e) You acknowledge Your retail electricity sale contract and any feed-in tariff eligibility may change as a result of entering into this Agreement and it is Your responsibility to contact Your electricity retailer to check what new pricing may be applied.
 - (f) You acknowledge that:
 - a. You are responsible for all energy charges under Your electricity sale contract associated with the use and operation of the Product or any Existing Product; and
 - b. You are responsible for all hardware, internet enabled device, internet connection, systems and software applications that You use to download, install and/or operate to access the Products and Services (including any Web Services).
 - (g) You acknowledge that Your Operated Product is not suitable for back-up of critical loads such as for a Life Support System and You agree that, if applicable, your critical loads are not connected to or reliant on your Operated Product for operation.

4. Government Subsidy and Government Credits

(a) The supply of the Products and/or Services may give rise to an entitlement to receive a Government Subsidy and Government Credits.

(b) The Purchase Price or any other Charges may be partly paid as a consequence of You redirecting the payment of any Government Subsidy to Us.

(c) If the Purchase Price or any other Charges are partly paid as a consequence of the Government Subsidy and/or Government Credits, You agree that if permitted by the relevant Government Subsidy or Government Credit program:

(i) We will own all rights, title and interest in any Government Subsidy and Government Credits that may arise in relation to the Products and Services provided under this Agreement;

(ii) We may apply for such Government Subsidy and Government Credits in Your name and You authorise Us to directly receive payment, grant or right and title to those Government Subsidy and Government Credits; and

(iii) You assign and transfer any and all present and future right, title and interest in all Government Subsidies and Government Credits to Us.

(d) If We do not receive the Government Subsidy and/or Government Credits in accordance with clause 4(c) including if You are not eligible to receive the Government Subsidy or Credit Credits, We may recover the value or amount of the Government Subsidy and/or Government Credits as a debt due and owing, payable on demand (provided that We may only do so to the extent we have reduced Your Purchase Price in respect of a

Government Subsidy and/or Government Credits).

(e) You agree that You will promptly do all things necessary, including signing any further documents, to give effect to this clause 4.

5. Payment

(a) We will issue You with an invoice for the Balance following the supply of the Products and performance of the installation Services.

(b) Payment for the Balance must be made to Us within 14 Business Days after We issue You with an invoice for the Balance.

(c) You agree that instead of Us issuing an invoice under clause 5(a), the Deposit, Balance or any other Charges or amounts owing to Us under this Agreement may appear as a charge on the electricity bill associated with Your AGL Electricity Sale Contract, and that one of Our Related Bodies Corporate may bill You these amounts as Our agent.

(d) Payment of an amount will only be accepted as having been made when We (or one of Our Related Bodies Corporate, if You are billed by one of Our Related Bodies Corporate acting as Our agent) have received that amount in cleared funds.

(e) If You make payment for the Deposit (if applicable) by credit card, then We may charge Your credit card for the Balance automatically on or after it becomes due pursuant to clause 5(b).

(f) If the Quote or the Contract Specifics specify that we will provide You with an AGL VPP Credit, this is provided on the condition that the VPP Services set out in Part C continue for the full VPP Services Term.

(g) For clarity, if you terminate the VPP Services prior to the end of the VPP Services Term, an Exit Fee will

be payable by You to Us.

(h) If Your Quote or the Contract Specifics specify that We will provide You with an AGL VPP Credit we may do so by:

- a. reducing the amount payable by the amount of the AGL VPP Credit; or
- b. one of Our Related Bodies Corporate (acting as Our agent) crediting the amount payable on the AGL electricity bill associated with Your AGL Electricity Sale Contract in the amount of the AGL VPP Credit,

and will provide such AGL VPP Credit in the method specified in Your Quote or the Contract Specifics or as otherwise notified to You by Us (provided that any change to the method by which We provide You with AGL VPP Credit will not result in You being required to repay any amount). You agree that such a reduction discharges any liability We otherwise have to You for an AGL Credit or any payment under this Agreement to the extent of that liability.

(i) We agree that any payment made by You to one of Our Related Bodies Corporate as Our agent of the Purchase Price or any other Charges or amounts owing to Us under this Agreement discharges Your debt to Us to the extent of the payment.

(k) You agree that (at Our option) We may at any time (and including where previously billed on an electricity bill associated with Your AGL Electricity Sale Contract):

- (i) invoice You directly for any amounts owing to Us under this Agreement; or
- (ii) credit You directly any AGL VPP Credit We owe You under this Agreement,

including if Your AGL Electricity Sale Contract terminates or if You do not pay any amounts owing to Us under this Agreement to Our agent in the method specified in any electricity bill associated with Your AGL Electricity Sale Contract.

6. GST

(a) Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as GST inclusive, does not include an amount on account of GST.

(b) Despite any other provision in this Agreement, if a party (Supplier) makes a supply under or in connection with this Agreement on which GST is payable (not being a supply the consideration for which is specifically described in this Agreement as GST inclusive):

- (i) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (GST Exclusive Consideration) will be increased by, and the recipient of the supply (Recipient) must also pay an

amount equal to the GST Exclusive Consideration multiplied by the prevailing rate of GST (GST Amount); and

(ii) the GST Amount must be paid by the Recipient without set off or demand, at the same time as the GST Exclusive Consideration is payable or to be provided.

(c) If a payment to a party under this Agreement is a reimbursement or indemnification, or otherwise calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled in respect of that loss, cost or expense.

(d) The Recipient need not pay the GST Amount in respect of a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

(e) If an adjustment event arises in respect of a supply made under or in connection with this Agreement, then:

(i) if Our corrected GST amount is less than previously attributed GST amount, We will refund the difference to the Recipient; or

(ii) if Our corrected GST amount is greater than the previously attributed GST amount, the Recipient will pay the difference to Us; and

(iii) We must issue an adjustment note to the Recipient within 5 Business Days of the adjustment occurring; and

(iv) any payment under clause 6(e)(ii) must be

paid to Us or to the Recipient (as the case may be) within 15 days of the adjustment note being issued by Us.

(f) If any amount is expressed to be inclusive of GST, the GST inclusive price assumes a GST rate of 10%. If the rate of GST changes, the GST inclusive price will be adjusted to reflect that change.

(g) Terms used in this clause 6 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause unless provided otherwise.

7. Customer Warranty

You warrant to Us that:

(a) You are and for the duration of the Agreement will be, an individual; and

(b) You are not and will not be entitled to an ABN as they are not carrying on an enterprise in Australia; and

(c) the Supply is wholly of a private and domestic nature (from the Suppliers perspective).

8. Variations and change in law

(a) We may by written notice to You immediately vary this Agreement:

(i) as We consider necessary to accommodate any change in Regulatory Requirements or where We are permitted to do so by a Regulatory Requirement;

(ii) as a result of a change in installation cost in accordance with clause 5 of Part B;

(iii) to make a change that You have requested and

We agree to;

- (iv) to make an administrative or typographical change;
- (v) to make the terms of this Agreement more favourable to You; or
- (vi) If We can demonstrate that due to a change in Regulatory Requirements a cost associated with the supply and installation of the Products and Services has increased after the Commencement Date but before the completion of the installation of the Products, we may increase the Purchase Price or Charges by a reasonable corresponding amount,

and such variation will be deemed to be incorporated into this Agreement.

(b) We may by written notice to You to request to vary this Agreement in circumstances other than set out in clause 8(a) above and upon receipt of the notice, You can either:

- (i) accept the proposed variation and the Agreement will continue with the variation; or
- (ii) opt not to accept the proposed variation and terminate the Agreement by giving Us not less than 30 days' notice, in accordance with clause 9.3(a).

9. Termination

9.1 Termination in Cooling Off Period

- (a) This Agreement does not have a Cooling Off Period unless such Cooling Off Period is specified in the Quote or the Contract Specifics or a Cooling Off Period is required under the Regulatory Requirements.
- (b) If this Agreement has a Cooling Off Period, in addition to any other rights provided at law,

You may terminate this Agreement before the end of the Cooling Off Period by giving Us written notice. If You terminate this Agreement during the Cooling Off Period, this Agreement has no effect.

(b) For clarity, You are not required to pay an Exit Fee (if applicable) if this Agreement is terminated in accordance with clause 9.1(b).

9.2 Termination by Us

(a) In addition to any other rights provided at law, We may terminate this Agreement at any time by providing You with not less than 30 days' notice:

- (i) If You do not satisfy the requirements of the credit check pursuant to clause 3(a)(ii);
- (ii) if Your Grid Connection Agreement is terminated for reasons outside of your control;
- (iii) if Your Distributor does not approve Your Grid Connection Application prior to installation;
- (iv) if at any time prior to the installation completion, We determine acting reasonably that it is not technically or operationally feasible or commercially viable for Us to supply the Products and/or Services to You; or
- (v) for convenience.

(b) If this Agreement is terminated by Us in accordance with clause 9.2(a), without limiting clause 9.6, You will be entitled to a refund of any amounts paid by You to Us (less any reasonable amounts incurred by Us including amounts associated with any Site Assessment) and You will not need to pay any Exit Fee.

(c) In addition to any other rights provided at law, We may terminate this Agreement by providing You with not less than 30 days notice, if:

(i) Your AGL Electricity Sale Contract is terminated; or

(ii) Upon You notifying us, or if We become aware, that the property located at the Supply Address to which the Products and Services are provided, has been sold, leased, sublet, licensed, transferred or assigned.

9.3 Termination by You

(a) If this Agreement is terminated by You in accordance with clause 8(b)(ii) (Variation), You will not be required to pay an Exit Fee. For clarity, You will not be entitled to a refund of any payments You have made to Us.

9.4 Termination for breach or fraudulent conduct

(a) In addition to any other rights provided at law, either party may terminate this Agreement at any time by providing not less than 30 days' written notice to the other party if that other party commits a breach of any material provision of this Agreement and that breach:

- (i) is not capable of remedy; or
- (ii) is capable of remedy but is not remedied within a reasonable period of not less than 60 days from the date of a written notice calling upon the party in breach to remedy such breach.

(b) We may terminate this Agreement by providing You with not less than 30 days notice if We become aware of any fraudulent conduct by You.

9.5 Effect of termination pursuant to clauses 9.2(c), 9.4 or by You without cause

Without limiting clause 9.6, if:

- (a) You terminate this Agreement after the expiration of the Cooling Off Period unless otherwise expressly stated or permitted in accordance with this Agreement;
- (b) We terminate pursuant to clause 9.2(c); or
- (c) We terminate this Agreement for Your breach in accordance with clause 9.4;

then:

- (i) You will not be entitled to a refund of any amounts paid by You to Us;
- (ii) You will pay Us upon demand any unpaid portion of the Purchase Price and any reasonable amounts incurred by Us (including amounts associated with any Site Assessment); and
- (iii) the Exit Fee calculated in accordance with the formula set out in the Contract Specifics is immediately due and payable; and
- (iv) The Agreement will terminate 30 days after notice is given of the intention to terminate.

9.6 Effect of termination – general

- (a) Termination of this Agreement will not affect Your obligation to pay Us any amount due at the date of termination.
- (b) Any amounts payable by You on termination of this Agreement may be included on the electricity bill associated with Your AGL Electricity Sale Contract or (at our option) invoiced by Us to You directly at any time (including where previously

billed on an electricity bill associated with Your AGL Electricity Sale Contract).

(c) If Part B of this Agreement applies, we may require the Products be returned if:

- (i) this Agreement is terminated and You do not pay Us the unpaid portion of the Purchase Price in accordance with clause 9.5(c)(ii), or
- (ii) this Agreement is terminated and We have refunded You amounts You have paid to Us (less any reasonable amounts incurred by Us, including amounts associated with any Site Assessment and any Product removal costs incurred under this clause 9.6(d)).

In order to give effect to this clause 9.6(c), You transfer all present and future right, title and interest in all Products to Us, and if You do not deliver the Products to Us upon request, You grant Us a licence to enter Your Supply Address to remove the Product without trespassing, even if the Product has been installed.

(d) If you do not pay the unpaid portion of the Purchase Price and we opt not to require the Products be returned in accordance with 9.6(c), we may refer the amount due to for collection by a debt collection agency and we may:

- (i) Remotely place your Operated Product in standby mode until such time that the unpaid portion of the Purchase Price is paid by You; and/or
- (i) Refer the amount due for collection to a debt collection agency and charge You our direct and indirect costs associated with collecting your debt (including legal fees, or fees or commissions we pay to a mercantile or debt collection agent) which we will advise you at the time; and

(iii) We will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission under the *Competition and Consumer Act 2010* AGL's Privacy Policy and Credit Reporting Policy; and

(iv) You agree that if you continue not to pay the unpaid portion of the Purchase Price this may result in a credit default listing on your credit report.

10. Electricity distributor and consents

(a) You must comply with all Regulatory Requirements.

(b) You warrant that You meet all Eligibility Criteria.

(c) You must immediately notify us if Your Grid Connection Agreement is amended or terminated.

(d) If We ask, You agree to appoint Us as Your representative to deal with Your Distributor, government agency, electricity retailer, Clean Energy Regulator and Relevant Manufacturer on Your behalf, including to:

(i) make any Grid Connection Application or any similar;

(ii) seek to amend or agree any amend Your Grid Connection Agreement;

(iii) accept Your electricity Distributor's terms and conditions including any variation of such terms and conditions;

(iv) seek and receive information from about Your connection, Grid Connection Agreement, Existing Products, Operated Product or other related systems at the Supply Address or any other technical information relevant to the supply of the Products and/or Services.

(e) You may withdraw the authorisation under clause 10(d) by notifying Us in writing, but this may delay or disrupt Our provision of the Products and

Services (as applicable) (and by withdrawing the authorisation You agree that We may in Our absolute discretion suspend or terminate the provision of Products and/or Services that We consider are potentially affected by the loss of such authorisation).

(f) You agree that in appointing Us as Your representative under clause 10(d), this may prompt third parties such as Your Distributor to seek to ascertain whether You have complied any of the Distributor's requirements or Regulatory Requirements. We are not liable to You for any loss, damage or liability You suffer as a result of any non-compliances in relation to Your Supply Address.

11. General warranties

(a) Despite anything to the contrary in this Agreement, to the extent that You acquire Products or Services from Us as a consumer within the meaning of the Australian Consumer Law, You may have certain guarantees, rights and remedies under the Australian Consumer Law (including consumer guarantee rights that the Products and Services We provide to You will be of acceptable quality, fit for the purpose disclosed, and carried out by Us with due care and skill) that cannot be excluded, restricted or modified by agreement.

(b) Nothing in this Agreement operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:

(i) contravene that statute; or

(ii) cause any term of this Agreement to be void,

(Non-excludable Obligation).

(c) Except in relation to Non-excludable Obligations and as expressly provided otherwise in this Agreement (including any State Specific Conditions and the Warranty Statement):

(i) all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on Us are expressly excluded under and in respect of this Agreement; and

(ii) Our liability to You arising directly or indirectly under or in connection with this Agreement or the performance or non-performance under this Agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:

(a) To the extent permitted by law, We are not liable for any loss, harm, damage, cost, expense (including legal fees) or third party claims, or in the nature of special, indirect, consequential loss or damage, which You suffer, incur or are liable for, including arising directly or indirectly from:

1. any property damage (including damage to the Operated Product and the property at the Supply Address) caused by the VPP Services;
2. any errors, viruses or bugs present in or arising from the VPP Services or any incompatibility of the VPP Services with any



other software or hardware;

3. any damage caused to the Operated Product, or other inability to utilise the Operated Product, due to hardware or software upgrades initiated by the manufacturer;
4. any charge cycling and its impact on the lifespan of the Operated Product;
5. the Operated Product, any other Operated Product on the Supply Address, or any electricity charges payable by You under Your AGL Electricity Sale Contract or to another retailer or Your distributor; or
6. any cost or expense (including legal fees), or in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss (including increased electricity costs, loss of solar output, loss of stored solar energy, disruption of energy supply or storage, loss of revenue including any feed-in tariff or profit or any reduction in capital value of the Supply Address), loss of contract, loss of profit or revenue or loss of opportunity; and

(b) the aggregate of our liability to You is otherwise limited to an amount not exceeding the consideration for the Products and Services paid by You in accordance with this Agreement.

12. Web Services and software

(a) If Your Quote or the Contract Specifics includes Web Services, We will provide You with the right to

access and use the Web Portal for the Web Services Term.

(b) We may alter the Web Portal, including the tools, features or functions of the Web Portal, at any time.

(c) The Web Portal may be provided by the Relevant Manufacturer and subject to the Relevant Manufacturer's terms and conditions.

(d) The Web Portal may be subject to additional reasonable terms and conditions that will be notified to You, from time to time. We are not obliged to provide the Web Portal in connection with this Agreement if You do not agree to any additional reasonable Web Portal terms and conditions. If You continue to use the Web Portal after such notification, You will be taken to have agreed to those additional reasonable terms and conditions.

(e) You acknowledge that Your Product or Existing Product may include software that is necessary for its functionality and compatibility with the Web Services, the Products and Services. This software may update automatically on Your Product once a new version or feature is available.

(f) If You or any other person move, remove, tamper with, disable, displace or damage the Product this may hinder a software update taking place, impacting the functionality of the Product and/or Services (including the Web Services). We are not liable to You for any loss, damage or liability You suffer as a result of or in connection with You or any other person moving, removing, tampering with, disabling, displacing or damaging the Product.

(g) You must not copy, modify, distribute, sell, or attempt to reverse engineer any part of the Products or Services (including the Web Portal or software

associated with the Products and Services).

(h) If the Web Services Term:

(i) is set out in the Quote or the Contract Specifics, either party may before the end of the Web Services Term, provide notice that the Web Services will terminate at the end of the Web Services Term. If neither party provides such notice prior to the end of the Web Services Term, the Web Services will be deemed to be automatically renewed for successive one-month terms until either party terminates the Web Services by providing 30 days' written notice.

(ii) is not set out in the Quote or the Contract Specifics, the Web Services will be deemed to be automatically renewed for successive one-month terms until either party terminates the Web Services by providing 30 days' written notice.

(i) If the Product or Supply Address is sold, leased, sublet, licensed, transferred or assigned to any other person:

(i) You will notify the relevant person regarding consents (including Data and information consents) in this Agreement and obtain their consent;

(ii) You will notify Us immediately; and

(iii) We will not be responsible for providing the Web Services (unless we consent to such sale, lease, sublease, transfer or assignment) and You acknowledge the functionality of the Product and Services may be impacted.

(j) We may provide Our consent on terms and conditions We deem reasonable, including requiring any buyer, lessee, sublessee, transferee or assignee to enter into an agreement with Us on

similar terms to this Agreement (which You agree to procure). You agree to pay Us any reasonable costs incurred by Us in doing this.

(k) You acknowledge that any information and data or reports You receive in connection with the Products and/or the Services (including via the Web Portal or VPP Services) may be incomplete or vary from the data and information recorded by other metering devices, including any grid electricity meter at the Supply Address. For clarity, in the event of any discrepancy, the grid electricity meter will take precedence.

13. Intellectual Property

(a) Intellectual Property owned by either party at the Commencement Date remains the property of that party.

(b) Any Intellectual Property developed or created during the performance of the Agreement vests in Us immediately upon its creation and You assign all right, title and interest in such Intellectual Property to Us and will do any further acts or execute any documents required by Us to effect such assignment.

(c) Without limiting any other clause of this Agreement, to the extent You provide, submit, send or receive information or content in which You own Intellectual Property to Us under or in connection with this Agreement, You provide us with a perpetual royalty-free worldwide license to use, reproduce, modify, adapt and create derivative works in such Intellectual Property for the purposes of improving and developing our products and services.

14. Data

- (a) The Web Services, Products and Services may capture, create or generate Data.
- (b) You consent to:
 - (i) the transmission of the Data to Us;
 - (ii) Our access to and use of this Data for any purpose We see fit (subject to privacy laws and Our privacy policy);
 - (iii) Our use and sharing of this Data with third parties, including any contractor providing the Products and Services, the Relevant Manufacturer, the Australian Energy Market Operator, the Clean Energy Regulator, a Distributor, a government agency or any person as required under the Regulatory Requirements or any person involved in the supply chain of a virtual power plant with which Your Products and Services are associated and to these third parties using and sharing this Data as they see fit (subject to privacy laws);
 - (iv) Us and Our Related Bodies Corporate using Your Data for internal assessments, developing new products and services and marketing activities for existing or new products and services;
 - (v) the above consents for Us to receive Data continuing even if We or any of Our Related Bodies Corporate cease to be Your electricity retailer, the metering provider or the metering data provider for Your Supply Address; and
 - (vi) Us notifying third parties of Your consent to allow Us to continue receiving this Data as required to continue supplying You with products and services and confirmation of Your consent by completing or signing documents

provided to You.

- (c) Where We are permitted by Regulatory Requirements, You give consent for Us to access and use information that is recorded prior to the Commencement Date.
- (d) You may withdraw the consents contained in this clause 14 at any time by notifying Us, but doing so may prevent Us from providing You with Web Services and may impact the functionality of the Product and Services (and by withdrawing consent You agree that We may in Our absolute discretion suspend or terminate the supply of any Services that We consider are potentially affected by the loss of such consent).
- (e) This clause 14 survives termination or expiry of this Agreement.

15. Privacy and Confidential Information

Without limiting any provision of this Agreement:

- (a) the information and Data collected by Us may include personal information within the meaning of the Privacy Act 1988 (Cth). We may otherwise collect, use and disclose Your personal information in accordance with Our privacy policy and credit reporting policy, which is available at: www.agl.com.au/privacy-policy, and which provides further details about the personal information We collect, what We do with it, where We send it, the credit reporting bodies We use and Your opt-out, access, correction and complaint rights with Us.
- (b) We may disclose personal information obtained in accordance with this Agreement to:
 - a. Our Related Bodies Corporate;

b. third parties outside Australia as set out in the privacy policy referred to in clause 15(a), and You acknowledge that while these third parties will often be subject to privacy and confidentiality obligations:

- i. they may not always comply with those obligations or those obligations may differ from Australian privacy laws;
- ii. We will not be accountable for the third party under the Privacy Act 1988 (Cth);
- iii. You may not be able to seek redress under the Privacy Act 1988 (Cth); and
- iv. the third party may be subject to foreign laws which might compel further disclosures of personal information (e.g. to Government Agencies); and
- v. they may promote and market and sell services to You on an ongoing basis, including through telephone and Electronic Means, unless You opt out.

16. Regulatory Requirements

(a) Where Regulatory Requirements are optional or permit the parties to vary or exclude them by agreement, if a term or condition agreed between the parties in this Agreement is inconsistent with a Regulatory Requirement, the term or condition will prevail to the extent permitted.

(b) If:

- (i) any matter required to be dealt with by a Regulatory Requirement is not, or is only partly, expressly dealt with in this Agreement; or
- (ii) any term or condition of this Agreement is

rendered void for inconsistency with a Regulatory Requirement,

the relevant Regulatory Requirement is incorporated into this Agreement in whole or in part as required.

17. Force Majeure Event

(a) If an event outside Our or Your reasonable control (Force Majeure Event) prevents Us or You from complying with any obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event (other than any obligation to pay money).

(b) The party affected by the Force Majeure Event must use its best endeavours to:

- (i) give the other party prompt notice of, and full details about, the Force Majeure Event; and
- (ii) minimise, overcome or remove the Force Majeure Event as quickly as practicable (however, this will not require either party to settle any industrial dispute).

(c) The party affected by the Force Majeure Event must advise the other party about:

- (i) the likely duration of that event;
- (ii) the obligations affected by that event;
- (iii) the extent to which those obligations will be affected; and
- (iv) the steps that will be taken to minimise, overcome or remove those effects.

(d) For the purposes of clause 17 (b), and only if the Force Majeure Event is widespread, Our requirement to give You prompt notice is satisfied if We make the necessary information available by way of providing

a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.

18. Assignment

(a) We may assign, transfer or novate Our rights and obligations under this Agreement to another person at any time:

(i) by notice to You, if:

(A) that person is a Related Body Corporate of Us; or

(B) that assignment, transfer or novation forms part of the transfer of all or a substantial part of Our battery or solar energy business to that other person.

(b) You agree to execute any documentation We reasonably require to give effect to an assignment, transfer or novation of Our rights and obligations under clause 18(a).

(c) Unless otherwise agreed under this Agreement, You cannot assign, transfer or novate Your rights and obligations under this Agreement to any third party.

(d) This Agreement binds any executor or administrator of Your estate. If You die during the term of this Agreement, Your executor or administrator must perform the remainder of this Agreement on Your behalf.

19. Notices

(a) Except where otherwise specified in this Agreement or required under Regulatory

Requirements, any communication between the parties under this Agreement may be in person, in writing, by telephone or by Electronic Means.

(b) Any communication may be made by Electronic Means unless You have provided us with notice that You would prefer to receive communications by mail.

(c) Any written communication by You or Us is deemed to have been received:

(i) if sent by mail, the estimated delivery time of ordinary post as published by Australia Post; or

(ii) if sent by Electronic Means, on the earlier of receipt of delivery confirmation or the day of transmission (unless otherwise notified that delivery of the communication was unsuccessful or delayed).

20. Complaint handling and dispute resolution

(a) If You have a query or complaint, You may contact Us in writing or by telephone.

(b) We will address any complaints in accordance with Our complaints handling and dispute resolution procedure, which can be located at www.agl.com.au, or is available on request.

(c) We will inform You of the outcome of Your complaint. If You are not satisfied with our response to Your complaint, You may refer Your complaint to the energy ombudsman in the State in which Your Supply Address is located.

21. Waiver

Except as otherwise provided in this Agreement, a right created under this Agreement may only be



waived in writing signed by the party granting the waiver.

22. Severability

If any part of this Agreement is or becomes illegal, void or unenforceable, this does not invalidate the rest of the Agreement, which will remain in full force and effect.

23. Applicable law

This Agreement is governed by the laws in force in the State in which Your Supply Address is located. The parties submit to the non-exclusive jurisdiction of the courts in that State.

PART B: SUPPLY AND INSTALLATION OF PRODUCTS

1. General

- (a) This Part B applies if the Quote or Contract Specifics states or indicates that supply and installation of Products apply.
- (b) This Part B applies in addition to any other rights and obligations under this Agreement. To the extent of any inconsistency in this Agreement, the terms in this Part B prevail in relation to the supply and installation of Products.

2. Ownership and Risk

- (a) Ownership of the Products will pass to You on the later of the date:
 - (i) We receive payment of the Balance in full; and
 - (ii) If no installation Services are to be performed by Us, when the Products are delivered to the Supply Address or other delivery address set out in Your Quote or the Contract Specifics, or agreed in writing; or
 - (iii) if installation Services are to be performed by Us, when the Products are installed at Your Supply Address.
- (b) Risk in the Products passes to You on the date the Products are delivered to the Supply Address or other delivery address agreed in writing.

3. Access and approvals

- (a) You agree:
 - (i) You are the owner of the Supply Address; or
 - (ii) if You are not the owner of the Supply

Address, You have written consent from the owner (including the owner's corporation) to uninstall and remove the Existing Product (if applicable) and install the Products at the Supply Address.

(b) You must provide and ensure We have sufficient access to the Supply Address at a reasonable time, in order to safely:

- (i) conduct any Site Assessment;
- (ii) uninstall and remove the Existing Product (if applicable); and
- (iii) install the Products.

(c) You must comply with, and must ensure any owner of the premises at Supply Address and any person present at the Supply Address complies with, any reasonable direction given by Us in relation to health and safety while We are at the Supply Address.

4. Installation

- (a) For clarity, unless expressly stated in Your Quote or the Contract Specifics, You are responsible for all installation costs and works that are not a Standard Installation.
- (b) You warrant that all information You have provided to Us with respect to the Supply Address is accurate and correct.
- (c) If the information You provide is not accurate, We may incur additional costs (including costs arising out of Site Assessments) and You agree to pay us on demand any reasonable additional costs incurred by Us by reason of the inaccurate or incorrect information. (For clarity, we may determine that the provision of inaccurate or incorrect information is a material breach that may entitle us to terminate

this Agreement in accordance with Part A of this Agreement).

(d) If We become aware (acting reasonably) at any time that Your Supply Address has particular Site Issues or complexities that could not have been reasonably foreseen by Us prior to completion of the installation, including that the installation is not a Standard Installation, we may seek to vary the Agreement in accordance with clause 5 of this Part B of this Agreement.

(e) You acknowledge and provide permission for us to subcontract the installation work, and We acknowledge that all subcontractors will perform the work to the standard set out in clause 7(a).

5. Variations

(a) You acknowledge and agree that We may seek to vary the provisions of this Agreement (including the Products and/or the Services) by written notice describing the proposed variation.

(b) The proposed variation notice described in clause 5(a) must include:

- (i) the cost of the additional or omitted work; and
- (ii) any change to the completion period.

(c) If the proposed variation notice described in clause 5(a):

- (i) is accepted by You in writing, the additional charges (which includes GST) will be added to or subtracted from the Purchase Price and Charges; or
- (ii) is not agreed within 14 days of the date of the notice described in clause 5(a) either party may terminate this Agreement, and any amount You

have been paid will be refunded to You, less any reasonable amounts incurred by Us.

6. Removal of Existing Products

(a) If Your Quote or the Contract Specifics specifies that You are upgrading from an Existing Product or we are removing an Existing Product You irrevocably transfer title and ownership in the Existing Product to Us free and clear of any encumbrance or security interest and disclaim any further right, title or interest in the Existing Product and We are not responsible for any personal data that remains on the Existing Product and which becomes inaccessible after uninstallation or removal.

(b) You warrant that You have good title to any Existing Product free and clear of any encumbrance or security interest and You are able to transfer title and ownership in such Existing Product to Us as required by, and in accordance with, clause 6(a).

7. Quality of Installation

(a) All work done under this Agreement will comply with:

- (i) the Building Code of Australia to the extent required by law;
- (ii) all other relevant codes, standards and specifications that the work is required to comply with under any law or Regulatory Requirements as amended from time to time; and
- (iii) the conditions of any relevant building permit, development consent or complying development certificate provided to Us.

(b) You warrant that the roof, Existing Products,

systems or other infrastructure (as applicable) at the Supply Address with which the Products will integrate are safe, structurally sound and in good working order. In relation to the roof, any surface, any Existing Products, systems or other infrastructure (as applicable) at the Supply Address, You agree and acknowledge that We have not undertaken any structural assessments, and it is Your responsibility to assess structural integrity at Your cost. We are not liable to You for any loss, damage or liability You suffer, and You indemnify Us and agree to hold us harmless for any loss, damage or liability We suffer, as a result of or in connection with Your breach of this warranty.

(c) We will take every reasonable precaution when uninstalling and removing the Existing Products (if applicable) and installing the Products at the Supply Address. However, minor property damage may arise with uninstallation of the Existing Products and installation of the Products (such as nail holes and paint scuffs). Subject to any Non-excludable Obligation, We do not assume any liability in respect of such minor damage to the Supply Address.

(d) You acknowledge and agree that during the uninstallation of the Existing Products and installation of the Products, We may require all electrical equipment or power at the Supply Address be switched off.

8. Time for Site Assessment and Installation

(a) Any dates quoted for any Site Assessment and supply and installation of the Products are estimates only (and may alter or be delayed by reasons outside the commercially reasonable

control of Us including due to Distributor approvals, Metering Works, Switchboard Works, Site Issues, approvals such as building or council approvals, unavailability of the Products or installers).

(b) Time is not of the essence under this Agreement.

(c) You will use best endeavours to attend the Supply Address for the Site Assessment and for the installation of your Operated Product. If You cannot attend, You will ensure a nominated representative attends on your behalf. You will have no recourse against Us for any decisions made by your nominated representative on your behalf during the Site Assessment or installation.

9. Warranty

(a) Implied warranties

We acknowledge that this Agreement is in all respects subject to the applicable implied warranties set out in the State Specific Conditions contained in Schedule 2 of this Agreement.

(b) Warranty Statement

We will remedy at Our cost any defect in accordance with the warranty against defects set out in clause 1 of the Warranty Statement (Express Warranty). Details on how You may make a claim under the Express Warranty are set out in the Warranty Statement.

(c) Specified products, manufacturer's Warranties

(i) We will endeavour to assist You, at Your option and subject to the terms and conditions of the Warranty Statement, to make claims under any specified products manufacturer's warranties set out in clause 2 of the Warranty Statement

(Manufacturer's Warranties). Details on how You may make a claim under the Manufacturer's Warranties are set out in the Warranty Statement.

(ii) You acknowledge and agree that the Manufacturer's Warranties cover the components of the Products as set out in the Warranty Statement and do not warrant the overall performance of the Products.

(a) For the clarity, You acknowledge that Your Distributor may require You to complete Switchboard Works.

(b) Switchboard Works are not included in the Purchase Price and You are responsible for Switchboard Works at Your cost.

(c) We are not responsible for any delay related to any Switchboard Works.

10. Electro Magnetic Compatibility

(a) We will bear no responsibility, cost or liability for any degradation in the performance or operation of Your electrical products due to the Electro Magnetic Compatibility (EMC) of the Products during or following installation of the Products.

11. Meters

(a) For clarity, unless specifically included in Your Quote or the Contract Specifics You agree You are responsible for Metering Works at Your cost.

(b) If Metering Works are included in Your Quote or the Contract Specifics, these will cover standard metering works. We will liaise with the metering coordinator on Your behalf to facilitate the standard metering works. We will not be responsible for any non-standard metering works.

(c) You acknowledge that We are not responsible for any delay related to the Metering Works as these are provided by a third-party metering coordinator.

12. Switchboard Works



PART C – VIRTUAL POWER PLANT SERVICES

1. General

(a) This Part C applies if the Quote or Contract Specifics states or indicates that Virtual Power Plant or VPP Services apply.

(b) This Part C applies in addition to any other rights and obligations under this Agreement. To the extent of any inconsistency in this Agreement, the terms in this Part C prevail in relation to VPP Services.

2. Definitions

Backup Power means any power delivered from any available energy remaining in the Operated Product while any power outage impacts the Supply Address where the Operated Product is located.

Charge means the drawing of electricity into the Operated Product, either from a solar photovoltaic system or from the National Electricity Grid and Charging has the same meaning.

Discharge means the exporting of electricity to the Supply Address or the National Electricity Grid and Discharging has the same meaning.

Hold means to cease Charging and Discharging the Operated Product.

Operated Product means the Product(s) set out in the Quote and/or Contract Specifics.

VPP Services means the right granted by You to Us to monitor, control and use the Operated Product(s) by Us. It includes Our modifying the

Operated Product(s)'s settings in Our absolute discretion, including so as to cause the Operated Product(s) to Charge, Discharge or Hold.

VPP Services Commencement Date means the date that Your Product is Installed and is fully connected and operational.

VPP Services Term means five (5) years, commencing on the VPP Services Commencement Date.

3. Commencement

The VPP Services will commence on the VPP Services Commencement Date.

4. Your obligations

(a) You will make Your own enquiries to find out how the VPP Services may impact:

- (i) any retail electricity sale contract You are a party to;
- (ii) Your Product Warranty;
- (iii) Your Grid Connection Agreement;
- (iv) any feed-in tariff You receive,

and You agree that We are not liable for any loss, damage or liability You suffer as a result of the impact of the Products and Services on any of the above.

(b) Without limiting any other clause of this Agreement, You acknowledge and agree that on each day during the VPP Services Term, unless otherwise authorised in writing by Us, You must:

- (i) maintain ownership and/or occupation of the

- Supply Address, or if You are not the owner of the Supply Address, You have obtained written consent from the owner in relation to the entry into and performance of this Agreement;
- (ii) maintain an AGL Electricity Sale Contract in relation to the Supply Address;
 - (iii) maintain the solar photovoltaic system to which the Operated Product is connected at the Supply Address;
 - (iv) maintain ownership of or the right to use the Operated Product;
 - (v) ensure each Operated Product is properly functioning and maintained and that You are connected to the internet (if possible through an ethernet connection), on a continuous basis;
 - (vi) comply with all Regulatory Requirements in relation to the Supply Address and the Operated Product;
 - (vii) maintain a Grid Connection Agreement with Your Distributor in relation to Your Supply Address, the Operated Product and the solar photovoltaic system and not be in breach of any Grid Connection Agreement; and
- (c) You must not, and must not allow any other person to (unless otherwise authorised in writing by Us):
- (i) control, move, remove, tamper with, disable, displace or damage any Operated Product (including disconnecting its internet connectivity); or
 - (ii) provide You with any services similar to or the same as the VPP Services in relation to the Operated Product during the VPP Services Term.
- (d) You acknowledge that a Draw from the National Electricity Grid may appear as additional electricity consumption on Your electricity bill under Your AGL Electricity Sale Contract and that a Discharge may impact on the amount of electricity generated from Your solar photovoltaic system that You have to use from the Operated Product, and We are not liable to You for any loss, damage or liability You suffer as a result of or in connection with such impacts.
- (e) If Your Product has Backup Power, We will not allow the level of energy stored in the Operated Product to drop below the following level as a result of a Discharge from the Operated Product:
- (i) for a Tesla Powerwall: 20% of useable energy storage capacity; or
 - (ii) for a LG Chem SolarEdge: the level of Backup Power set in Your inverter during installation or as amended by Us in agreement with You from time to time.

5. Estimate of VPP Services

(a) Subject to the exclusions set out in clause 5(b), We estimate that the impact of the VPP Services on Your AGL electricity bill (Estimate) will not exceed \$50(inclusive GST) over each 12 month period from the VPP Services Commencement Date or anniversary of that date (as applicable).

(b) Clause 5(a) does not apply if:

- (i) Your AGL Electricity Sale Contract includes an electricity tariff that has a 'demand charge' component;
- (ii) Your Operated Product is set to a mode other than:

- (A) 'Self-Powered' for Tesla; or
- (B) 'Maximise Self-Consumption (MSC)' for SolarEdge inverters.

(iii) For the avoidance of doubt, Operated Product operating modes that are excluded from the Estimate include the following:

- (A) Time based control
- (B) Demand charge management
- (C) Backup-only functionality.

(D) A standby mode or other mode where your Operated Product is suspended from usual operation.

(c) Despite any other clause of this Agreement, You acknowledge and agree that if the terms and conditions of Your AGL Electricity Sale Contract change (including any change to any charge, benefit or tariff), that any benefits, including financial benefits, arising under this Agreement or stated in any Quote or the Contract Specifics or any estimate of system performance or other representations may be impacted.

6. Additional Services

- (a) From time to time We may offer to add additional services (including adding additional Operated Products to this Agreement) by prior written notice to You (Additional Services). This written notice will set out the terms of the Additional Services including any price impacts.
- (b) If You accept the provision of the Additional Services in the manner set out in the written notice and sign a copy of that notice, the content of the notice will be incorporated into this Agreement and any terms including, payment terms in the Quote or the Contract Specifics of this Agreement will be varied in accordance with the terms of the notice

upon Your signing of that notice.

7. Termination

(a) In addition to any other rights provided at law and in this Agreement, We may terminate this Agreement by providing You with not less than 30 days notice if You commit a material breach of this Agreement. For clarity, and without limiting any other rights of termination under this Agreement, the parties agree that the following are material breaches of this Agreement:

- (i) if Your Operated Product is not connected to the internet or is not properly functioning, and You do not rectify the connectivity or functionality promptly after being made aware of this by Us;
- (ii) If You are in breach of any of Your Obligations under clause 4 of this Part C;

If such termination occurs prior to the end of the VPP Services Term, the Exit Fee and any unpaid portion of the Purchase Price is payable by You.

(b) Without limiting any other rights of termination under this Agreement, We may terminate this Agreement by providing you with not less than 30 days written notice if Your AGL Electricity Sale Contract is terminated during the VPP Services Term. If this Agreement is terminated by Us in accordance with this clause 7(b) during the VPP Services Term, the Exit Fee and any unpaid portion of the Purchase Price is payable by You.

(c) If We terminate this Agreement for convenience in accordance with clause 9.2 of the Part A General Terms and Conditions, no Exit Fee is payable by You.

8. Liability

(a) You acknowledge and agree that the VPP Services



will result in charge cycling of the Operated Product and that this may have an impact on the lifespan of the Operated Product.

(b) To the extent permitted by law, We are not liable for any loss, harm, damage, cost, expense (including legal fees) or third-party claims, or in the nature of special, indirect, consequential loss or damage, which You suffer, incur or are liable for, including arising directly or indirectly from:

(i) any property damage (including damage to the Operated Product and the property at the Supply Address) caused by the VPP Services;

(ii) any errors, viruses or bugs present in or arising from the VPP Services or any incompatibility of the VPP Services with any other software or hardware;

(iii) any charge cycling referred to in clause 8(a) and its impact on the lifespan of the Operated Product; or

(iv) the Operated Product, any other Operated Product on the Supply Address, or any electricity charges payable by You under Your AGL Electricity Sale Contract or to another retailer or Your distributor.

SCHEDULE 1

Warranty Information.

1. Warranty against defects.

1.1 AGL Energy Services Pty Limited (AGL) supplies goods that are covered by various manufacturers' warranties. These warranties are offered in addition to your statutory rights under the Australian Consumer Law. You may choose to make a claim under this warranty or under the Australian Consumer Law. This document applies where you choose to make a claim under this warranty against defects.

1.2 AGL will endeavour to assist its customers, at its option and subject to the terms, exclusions and limitations set out in this warranty statement, to make claims under any applicable manufacturer's warranties if the Product has a manufacturing defect in material or workmanship which:

- (a) falls within the scope of the manufacturer's warranty; and
- (b) which occurs within the relevant warranty period, summarised in this document.

1.3 AGL may, at its option and subject to stock availability, elect to replace a defective Product with another product of comparable quality and features as reasonably determined by AGL and process a warranty claim against the relevant manufacturer itself.

1.4 AGL will remedy at its cost any defect in material or workmanship for 5 years. If the manufacturer's warranty for a particular component covers less than a 5 year period, AGL will warrant that component against manufacturing defects from the expiry of the manufacturer's warranty until 5 years from the installation of the component, subject to the limitations and exclusions in clause 3 below. Under this warranty, and subject to any additional rights you may have under the Australian Consumer Law, AGL may elect to repair or replace the defective component.

1.5 Unless otherwise stated in the relevant

warranty documents, all warranty periods commence on the earlier of the date the Product is installed by AGL or sold to the customer by a reseller authorised by AGL (as stated in the receipt or proof of purchase from AGL or the authorised reseller).

2. Limitations and exclusions.

2.1 To the extent permitted by law, claims are excluded from the scope of the warranty in clause 1 of this Schedule and AGL will not process a manufacturer's warranty claim or be liable in respect of any express or implied warranty or guarantee:

- (a) unless the Product was installed by a Clean Energy Council (CEC) qualified installer and as per the installation instructions supplied with the Product or installed by AGL;
- (b) unless the customer has paid in full all amounts owing to AGL by the customer;
- (c) if the defect is contributed to or caused by any improper usage of the Product, failure to comply with any instructions supplied with the Product or usage of the Product for purposes other than that for which the Product was designed or intended;
- (d) if the defect occurs wholly or partially as a result of any act or omission by the customer, or any person other than a person employed or sub-contracted by AGL;
- (e) if the Product has not been satisfactorily maintained, has been subject to misuse, neglect, accident or abuse, or for damage caused by the customer continuing to use the Product after the defect becomes apparent;
- (f) if the Product is repaired, or any attempt to repair the Product is made, by anyone other than a CEC authorised repairer of the Products acting at AGL's direction;
- (g) if the Product is moved for any reason after it has been installed (regardless of whether the Product is subsequently reinstalled or moved back to the same location) unless the Product is reinstalled at the same Supply Address by a CEC qualified installer nominated by AGL and it is

stored during any interim period in accordance with that installer's instructions;

(h) for any damage or defect caused by lightning, flood, power surge, fire, pest damage, corrosion, actions of third parties or any other act of God, event or accident outside AGL's reasonable control and not arising under normal and standard operating conditions;

(i) if the Product is altered or modified in any way (including if the Product's serial or identification number is altered, defaced or removed) unless such modification has been approved in writing by AGL;

(j) for normal wear and tear; or

(k) for any other like fault which does not affect the basic performance of the Product, including but not limited to, any external scratches, stains, or natural mechanical wearing.

2.2 Except as provided for in your Quote, your supply and installation contracts and this document, to the full extent permitted by law, and subject to your statutory rights under the Australian Consumer Law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on AGL are expressly excluded.

3. How to make a claim.

3.1 To make a warranty claim through AGL:

(a) notify AGL of your intention to make a warranty claim within the relevant warranty period for the Product;

(b) outline the nature of the defect in the Product or the installation services;

(c) provide evidence of the defect (for example, by visual evidence such as sending photos, or by providing 90 days of performance data by reading the total kWh production at the beginning and end of the 90-day period. The total kWh production can be read on the inverter display under information – please refer to the

inverter operation manual for instructions on how to access this information);

(d) provide your name, address, installation address (if different) and contact number; and

(e) provide evidence of proof of purchase or date of supply.

3.2 All communications regarding your claim must be by email or post to the addresses specified below.

3.3 AGL will make its initial response to a claim made under this warranty within 5 business days of receipt of your claim.

3.4 AGL may send a service provider to your premises in relation to a claim under this warranty.

3.5 The customer bears all expenses associated with initial claims under this warranty. However, you may be reimbursed for your reasonable postage costs incurred in the event that you have made a valid warranty claim. Please retain proof of postage expenses incurred in order for such costs to be reimbursed.

3.6 If the claim relates to a manufacturer's warranty, AGL may require the customer to complete additional forms and processes required by the manufacturer in order to process the claim.

4. Where to send a claim.

4.1 AGL's contact details:

Address:

Locked Bag 14120 MCMC Melbourne VIC 8001

Contact number:

1300 377 118

Email:

batterysupport@agl.com.au

You may also elect to send your warranty claim directly to the relevant manufacturer.

5. This warranty is additional to your other statutory rights.



5.1 AGL's goods come with guarantees that cannot be excluded under the Australian Consumer Law. This warranty against defects statement applies in addition to any statutory rights or remedies that you may have, including under the Australian Consumer Law. This warranty does not exclude, restrict, limit or modify those rights or remedies, except to the extent that their application may be lawfully excluded, restricted, limited or modified

SCHEDULE 2

State specific conditions - South Australia

To the extent of inconsistency between these State Specific Conditions and the General Terms and Conditions and Products and Services Specific Terms, these State Specific Conditions prevail (unless otherwise specified).

A reference to a clause within the State Specific Conditions is a clause in the State Specific Conditions, unless the contrary appears.

Where the Premises are in South Australia and the Act applies, then the following State Specific Conditions apply.

1. Definitions

The existing clause 1 of the General Terms and Conditions is amended by inserting the following new definitions:

Consumer Information means the notice annexed to this Agreement, and forming part of the Agreement.

2. Specific Conditions

Not applicable.

ANNEXURE – SOUTH AUSTRALIA NOTICE

Form 1

Notice under Section 28(1)(f) of Building Work Contractors Act 1995

Your Building Contract: Your Rights and Obligations

This notice contains important information about your rights and obligations. You should read it carefully and keep it for further reference.

Your domestic building work contract is a binding legal agreement. You have rights and obligations under the agreement. You also have certain rights guaranteed under the Building Work Contractors Act 1995 in relation to the agreement. In particular, you have certain “cooling off” rights, which may enable you to cancel your contract if you are not satisfied with it, and you act quickly.

1. What does the Act require?

You must have a written contract with your building work contractor, setting out all the terms and conditions of your agreement. You must be given a copy of the signed contract, together with a copy of this notice. Both documents must be readily legible.

2. What are my “cooling off” rights?

You may cancel your building contract, if you act before the “prescribed time”.

If you wish to cancel, you must give your building work contractor written notice of your intention not to be bound by the contract. You must serve that notice on the building work contractor either personally or by certified mail in an envelope addressed to the contractor.

You must do this-

- (a) before 5 clear business days have expired after

the making of the contract; or

- (b) if your building work contractor has not complied with relevant provisions of the Act, before the contractor completes the building work under the contract.

Cancellation is a serious step and should not be taken lightly. You may need to seek legal advice, or the advice of Consumer and Business Services, before exercising this right of cancellation. Wherever possible, you should first discuss your problem with the building work contractor.

3. What should I do?

First, read this notice carefully. Then read the documents that you have signed. If you are not happy about any aspect, or have any questions, then ask your building work contractor to explain. If you are not satisfied with the explanation you have received, then seek advice from a lawyer or from the Office of Consumer and Business Affairs.

4. Is there anything I should look for in particular?

Most importantly, check to see that the work you want your building work contractor to do has been fully and accurately set out in the contract (including the plans and specifications). Do not rely on verbal promises or agreement. If you want to change the work to be done at a later stage, you will have to reach agreement with your building work contractor, and your contractor will usually be entitled to make a separate, additional charge as a variation to your contract. Not checking now could be very expensive.

5. What about the price I have been quoted?

Can it change?

Some building contracts provide for a “fixed price”. Others include a “rise and fall” clause. If your contract includes a rise and fall clause, then the price you have been quoted (even if it is referred to in your contract) will most probably NOT be the total amount you will

have to pay. Your contract price can also change due to any variations to the building work in accordance with your contract.

Note: Most variations require your written approval in advance, but others may be unforeseen. You should refer to your particular contract. Certain items in your contract may be designated “prime cost” or “provisional sums”, which may also lead to a change in the total sum you can be charged.

If your contract includes a rise and fall clause, or other provisions as a result of which a price set out in your contract may change, or is an estimate only, then the contract must contain “THIS PRICE MAY CHANGE” or “ESTIMATE ONLY” adjacent to the price subject to change. If there is more than one such price, then they must be set out in a single list in the contract.

Those prices that are only estimates must be fair and reasonable estimates.

6. What is a rise and fall clause?

A rise and fall clause entitles your building work contractor to pass onto you increases (or reductions) in the cost of performing your building work after you have signed your contract, whether those costs relate to labour (including relevant overhead) or materials.

The formulae used in building contracts to determine the amount of the additional costs that can be passed onto you vary. Check your contract carefully. If you have any questions, ask your building work contractor to explain, or seek advice.

7. What are “prime cost” items?

Your building work contract may include the supply of certain goods and services, eg., kitchen stoves, bathroom tiling. These items may be designated “prime cost”, so that if the standard of goods you select is higher than that provided for by your building work contractor, then you may have to pay an additional cost over and above that provided for, plus a surcharge, which may be up to 15% of the cost of the item.

8. What are “provisional sums”?

These are amounts your building work contractor has determined as “best estimates” of the cost of doing certain building work under your contract.

For example, if your building site slopes and no contour survey has been carried out, your building work contractor may not be able to prepare a final price for the earthworks needed to provide a level site for your domestic building work. The building work contractor may include an estimated figure which is subject to change when a survey plan is provided. That estimated figure is a “provisional sum”.

Provisional sums must be fair and reasonable estimates in the circumstances in which they are provided.

9. What is a charging clause?

A charging clause in a building work contract is a clause that gives your building work contractor the right to lodge a caveat over the property on which the building work contract is performing building work under the contract. If a caveat is lodged over the property, you (as owner of the property) may be restricted from dealing with and registering dealings with the property at the Land Titles Office.

The interest created by the clause would entitle your building work contractor to apply to the court for the sale of the property to recover any debt owed by you for building work performed under the contract.

Check your contract carefully, and, if you are not certain about whether your building work contract contains a charging clause or the implications of a charging clause, you should seek independent legal advice.

10. Are there any special problems with package land and building deals?

Yes.

If you have entered into a package deal for land and building work, then it is likely you have signed a number of documents. The information contained in this notice

relates only to the domestic building work contract you have signed. It does not apply to your contract for the purchase of land, which is subject to different rules. You probably have less time to consider those documents than your building contract.

Be particularly careful about package deals where your building work contractor is unable to start work immediately because necessary approvals have not been granted, or services connected, or legal titles granted. Your building work contractor may be entitled to make additional charges arising from delays which are the fault of neither yourself or the contractor. If in doubt, talk to your building work contractor or seek advice.

11. What other rights do I have?

The Act implies certain warranties on the part of your building work contractor, and these apply regardless of what your contract says.

These warranties are as follows:

- (a) your building work must be performed in a proper manner to accepted trade standards and in accordance with the agreed plans and specifications; and
- (b) the materials supplied by the building work contractor will be good and proper materials; and
- (c) the building work will be performed in accordance with all statutory requirements; and
- (d) unless the contract stipulates a period within which the work must be completed – the work will be performed with reasonable diligence; and
- (e) if your contract is for the construction of a house – the house will be reasonably fit for human habitation; and
- (f) if you have made known to your building work contractor the purpose for which the work is required, or the result you want to achieve in a way that demonstrates that you are relying on your contractor's skill and judgment, then your contractor warrants that the work and the materials will be fit for your purposes, or of a nature and quality that they might reasonably be

expected to achieve that result.

If your building work contractor does work or provides materials which do not comply with those warranties, then your rights have been infringed, and you may have a right to take legal action before the courts. If you are not satisfied, talk to your building work contractor. If you are still not satisfied, seek advice from a lawyer or the Office of Consumer and Business Affairs.

12. What about Building Indemnity Insurance?

Your building work contractor must take out a policy of building indemnity insurance before work commences. The insurance protects you from some of the losses you may suffer if your building work contractor dies, disappears or becomes insolvent. Your building work contractor must provide you with a copy of the certificate of insurance. Keep it for your protection.

Important Note: From 1 September 2002, building work contractors have not been required to take out a policy of building indemnity insurance in respect of contracts for the construction of multi-storey residential buildings.

(A multi-storey residential building is a building that has a rise in storeys of more than 3 and contains 2 or more separate dwellings. A storey does not include a mezzanine or a space within a building if it is intended that the space contain only a lift shaft, stairway, meter room, laundry, bathroom, shower room, water closet, car park or combination of any of the above.)

13. Am I obliged to pay a deposit in advance of work done?

As a general rule, your building work contractor is entitled only to genuine progress payments for work done. Your building work contractor may ask you to pay in advance for money that has to be paid to a third party (eg: a council for planning approval, building indemnity insurance or to an engineer or surveyor for a report). Apart from money in advance for such fees, the law prohibits the taking of any deposit on a domestic building work contract in excess of \$1,000 or if

the contract price is over \$20,000, 5% of the contract price. If in doubt, seek advice before making any payments.

For all enquiries call 1300 356 363.

AGL Energy Services Pty Limited ABN 57 074 821 720

14. When should I make a progress payment?

The law requires that your building work contractor make a written demand for a progress payment, so payment should not be made without such a demand. Progress payments should not be made in advance of the performance of the building work to which the demand relates. If you have borrowed money from a recognised lending institution, it is likely to make progress payments on your behalf.

15. What if I have a dispute with my building work contractor?

First, talk to your building work contractor. Many potentially serious disputes can be avoided by good communication between building owner and contractor. Your contract may have clauses relevant to dispute resolution which may assist both parties in resolving the dispute.

If that does not work, you may need independent advice. You may wish to seek legal advice, or the advice of the Office of Consumer and Business Affairs. Some disputes can be resolved by negotiation. Others can only be resolved by legal proceedings, whether before the courts or by private arbitration as provided in many building contracts.

Before commencing any legal action over building work, you should seek advice from a lawyer or from the Office of Consumer and Business Affairs.

16. Where should I go for advice?

First, talk to your building work contractor. If you want or need independent advice about your building work contract, talk to a lawyer or the Office of Consumer and Business Affairs. A list of lawyers appears in the telephone directory under the heading of "Solicitors".