

Electricity Industry Act 2000

M2 ENERGY PTY LTD

(TRADING AS COMMANDER POWER & GAS)

ABN 15 123 155 840

Victorian Feed-In Tariff Terms and Conditions

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Pursuant to sections 40FF and 40G of the Electricity Industry Act 2000 Commander Power & Gas publishes its premium solar feed in tariff and transitional feed in tariff terms and conditions and general renewable energy feed in terms and conditions.

1 WHEN DO THESE TERMS AND CONDITIONS APPLY?

- (i) These Terms and Conditions will apply to You if You have an Electricity Sales Contract with Us and You have accepted Our offer to purchase Feed-In Electricity:
 - a. generated by a Qualifying Solar Energy Generation Facility (QSEGF) at the Supply Address, at Our Premium Solar Feed-In Tariff;
 - b. generated by a QSEGF at the Supply Address, at Our Transitional Solar Feed-In Tariff; or
 - c. generated by a Small Renewable Energy Generation Facility (SREGF) at the Supply Address, at Our Standard Feed-In Tariff.
 - d. generated by a SREGF or a QSEGF at the Supply Address, at the Published Feed-In Tariff Rate or any other successor Feed in Rate established by Commander Power & Gas.
- (ii) You accept Our offer to purchase Feed-In Electricity from You if You sign or otherwise accept (either verbally or online) a completed Feed-In Schedule for the Supply Address. You may only accept Our offer if:
 - a. You have an Electricity Sales Contract with Us; and
 - b. there is (or will be) a QSEGF at the Supply Address and the Supply Address is Your principal place of residence (regardless of Your annual Consumption rate); or
 - c. there is (or will be) a QSEGF at the Supply Address and the Supply Address is occupied by You (but not as a place of residence) and Your annual consumption rate of electricity is 100 megawatt hours or less; or
 - d. there is (or will be) a SREGF at the Supply Address.
- (iii) If You have accepted Our offer to purchase Feed-In Electricity a Feed-In Contract is formed between Us comprising these Terms and Conditions and the Feed-In Schedule.
- (iv) You accept and agree that these terms and conditions apply to the purchase of electricity via an Energy Generation Facility, and does not apply to the installation or maintenance of a Facility;
- (v) Subject to these terms and conditions and the applicable Energy Laws, Your eligibility for any of these Feed in Tariffs and the amount of a feed in tariff may change.
- (vi) In accepting these terms and conditions, You accept and agree that Your existing metering configuration and tariffs (such as controlled load tariffs) may not be available to you.

2 WHO ARE THE PARTIES TO THIS FEED-IN CONTRACT?

The parties to this Feed-In Contract are M2 Energy Pty Ltd (trading as Commander Power & Gas) (ACN 123 155 840) (CPG) of Level 10, 452 Flinders St, Melbourne; and You, being the person who has accepted Our offer to purchase Feed-In Electricity and who is named in the Feed-In Schedule.

3 ABOUT THIS FEED-IN CONTRACT

- (i) This Feed-In Contract may only be amended by agreement in writing between Us and You (but Your Feed-In Tariff may change as set out in clauses 4.1, 4.2 4.3 or 4.4 of these Terms and Conditions). Particularly, if required by Energy Laws, including any relevant guideline, we will obtain Your explicit informed consent to any amendment.

- (ii) This Feed-In Contract is governed by the laws of Victoria.
- (iii) If there are any inconsistencies between the Energy Laws and these Terms and Conditions and Feed-In Schedule, these Terms and Conditions and Feed-In Schedule will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.
- (iv) This Feed-In Contract operates together with Your Electricity Sales Contract.
- (v) You can download a free copy of these Terms and Conditions from Our Website, or inspect them at Our offices during a Business Day free of charge.
- (vi) We will provide any notice, consent, document or other communication to You in writing by email or (if allowed by Energy Laws) through Our website. You may provide notices to Us:
 - a. by fax on 1300 374 319; or
 - b. by mail addressed to: Commander Power & Gas, PO Box 631 Collins St West, Melbourne, VIC 8007
- (vii) We may only assign this Feed-In Contract with Your written consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of the CPG energy retail sales business. You may not assign this Feed-In Contract without Our written consent.

4 SALE AND PURCHASE OF FEED-IN ELECTRICITY

4.1 GENERAL FEED-IN TARIFF SCHEME.

- (i) This clause 4.1 applies if Your Facility is a:
 - a. a SREGF;
 - b. a QSGEF that does not qualify for the TFIT scheme or PFIT scheme.
- (ii) You agree to sell to Us, and We agreed to purchase, each kilowatt hour of Feed-in Electricity at the applicable Published Feed In Tariff rate. Subject to Energy Laws we will give You notice of any change to Your Published Feed-In Tariff as soon as practicable, and no later than on Your next bill.
- (iii) Any discount associated with your Energy Market offer will be described when You accept our Offer;
- (iv) You acknowledge that prior to entering into this Feed-In Contract We advised You if the Network Tariff payable related to Your Electricity Sales Contract may change as a result of this Feed-In Contract and (if applicable) that We advised You of that new Network Tariff.
- (v) We will include an estimate of Your Feed-In Credit in assessing (or re-assessing) the amount of Your regular fixed payments under Your Electricity Sales Contract.

4.2 TRANSITIONAL FEED IN SCHEME

- (i) This clause 4.2 applies if Your Facility is a QSEGF installed on or after the TFIT Scheme Start Date and before the TFIT Scheme End Date.
- (ii) You agree to sell to Us, and We agree to purchase, in accordance with this Feed-In Contract, each kilowatt hour of Feed-In Electricity at Our Transitional Solar Feed-In Tariff.
- (iii) You acknowledge that the Transitional Solar Feed-In Tariff is the minimum tariff prescribed by the *Electricity Industry Act 2000* for the purchase of qualifying solar energy generated electricity and that a change to this tariff under the *Electricity Industry Act 2000*, then the Transitional Solar Feed-In Tariff may also change. We will give You written notice of any

change to Our Transitional Feed-In Tariff as soon as practicable and in any event no later than the date of issue of Your next Bill under Your Electricity Sales Contract.

- (iv) You acknowledge that prior to entering into this Feed-In Contract we advised You if the Network Tariff related to Your Electricity Sales Contract would change as a result of this Feed-In Contract and (if applicable) that We advised You of that new Network Tariff.
- (v) We will include an estimate of Your Feed-In Credit in assessing (or re-assessing) the amount of Your regular fixed payments under Your Electricity Sales Contract.
- (vi) You agree that at the end of the Transitional Feed in Tariff Scheme on 31 December 2016, that the Feed in Tariff rate applicable to Your Facility will be the applicable Published Feed in Tariff rate.
- (vii) If at the end of the TFIT scheme We no longer offer to purchase energy from Your Facility, We will provide 60 business days' notice that We will no longer purchase energy from Your Facility, and no termination fee will apply if you wish to switch to another Electricity Retailer.

4.3 PREMIUM SOLAR FEED-IN TARIFF SCHEME

- (i) This clause 4.3 applies if Your Facility is a QSEFG installed before the PFIT Scheme Closure Date
- (ii) You agree to sell to Us, and We agree to purchase, in accordance with this Feed-In Contract, each kilowatt hour of Feed-In Electricity at Our Premium Solar Feed-In Tariff, being \$0.60 per kilowatt hour (exclusive of GST).
- (iii) You acknowledge that \$0.60 per kilowatt hour (exclusive of GST) is the minimum tariff prescribed by the *Electricity Industry Act 2000* for the purchase of qualifying solar energy generation electricity and that if this minimum tariff changes as a result of amendment to the *Electricity Industry Act 2000*, Our Premium Solar Feed-In Tariff will also change. We will give You written notice of any change to Our Premium Solar Feed-In Tariff as soon as practicable and in any event no later than the date of issue of the next Bill under Your Electricity Sales Contract.
- (iv) You acknowledge that prior to entering into this Feed-In Contract we advised You if the Network Tariff related to Your Electricity Sales Contract would change as a result of this Feed-In Contract and (if applicable) that We advised You of that new Network Tariff.
- (v) We will include an estimate of Your Feed-In Credit in assessing (or re-assessing) the amount of Your regular fixed payments under Your Electricity Sales Contract.

4.4 STANDARD FEED-IN TARIFF

- (i) This clause 4.4 applies if Your Facility is a SREGF and you entered into a contract with Us for a Standard Feed in Tariff on or before the 31st of December 2012.
- (ii) You agree to sell to Us, and We agreed to purchase, each kilowatt hour of Feed-in Electricity at Our Standard Feed-In Tariff, being the general domestic electricity (single or flat) rate (in dollars per kilowatt hour) applying under Your Electricity Sales Contract. We will give You advance written notice of any change to Your Standard Feed-In Tariff.
- (iii) You agree that You will not be entitled to any pay on time or other discount offered by CPG pursuant to Your Electricity Sales Contract. If required by Us You agree to enter into a new or amended Electricity Sales Contract to give effect to this clause 4.4 (iii).

- (iv) You acknowledge that prior to entering into this Feed-In Contract We advised You if the Network Tariff payable related to Your Electricity Sales Contract would change as a result of this Feed-In Contract and (if applicable) that We advised You of that new Network Tariff.
- (v) We will include an estimate of Your Feed-In Credit in assessing (or re-assessing) the amount of Your regular fixed payments under Your Electricity Sales Contract.
- (vi) You acknowledge that on 31 December 2016 the Standard Feed in Tariff rate ended, and the Published Feed in Tariff Rate will apply to your Facility.

4.5 OWNERSHIP OF FEED-IN ELECTRICITY

Ownership of Your Feed-In Electricity passes to us when it passes through the supply point.

4.6 SMALL-SCALE TECHNOLOGY CERTIFICATES

Unless otherwise agreed with Us in writing, this Feed-In Contract does not assign to Us any rights to Small-Scale Technology Certificates (STCs) or Renewable Energy Certificates (RECs) generated by Your Facility.

5 WHEN DOES YOUR FEED-IN CONTRACT COMMENCE AND EXPIRE?

5.1 COMMENCEMENT

- (i) We will not be required to commence purchase of Feed-In Electricity from You until:
 - a. We are the Financially Responsible Market Participant (FRMP) for Your Supply Address;
 - b. If Your Facility is a QSEGF :
 - i. You have provided Us with details of Your principal place of residence; or
 - ii. If you supplied electricity under the PFIT scheme or TFIT scheme, and Your Supply Address is not a place of residence, You have provided Us with confirmation that Your annual consumption rate of electricity is 100 megawatt hours or less;
 - c. You have provided to Us evidence that Your Facility and Metering Equipment (capable of recording Feed-In Electricity metering data for the purposes of this contract) have been properly installed and connected to the Distribution System with the consent, and to the satisfaction, of Your Distributor, including by supplying to Us a copy of a Certificate of Electrical Safety for the Facility and copy of a network connection agreement allowing export of electricity from the Facility.
- (ii) You acknowledge that, by signing Your Feed-In Schedule, You have given Your explicit informed consent to the commencement of this Feed-In Contract.

5.2 EXPIRY OF A FIXED TERM CONTRACT

If Your Electricity Sales Contract has an End Date then (unless this Feed-In Contract is terminated earlier in accordance with clauses 5.4 or 7):

- (i) this Feed-In Contract will continue until that End Date;
- (ii) at least 20 Business Days, but no more than 40 Business Days, before the End Date, We will notify You of:
 - a. the End Date;
 - b. the options available to You after the End Date;

- (iii) this Feed-In Contract will continue after the End Date on the same terms and conditions, without further need for written agreement between Us, if You do not exercise any other option available to You.

5.3 EXPIRY OF A NO TERM CONTRACT

If Your Electricity Sales Contract has no End Date then (unless this Feed-In Contract is terminated earlier in accordance with clauses 5.4 or 7) this Feed-In Contract will continue until We are no longer the FRMP for Your Supply Address.

5.4 EXPIRY OF FEED-IN TARIFF SCHEMES

- (i) Notwithstanding clauses 5.2 and 5.3, this Feed-In Contract will terminate:
 - a. Subject to clause 5.4 (ii) and 5.4 (iii), if Your Facility is a QSEGF on the earlier of the following:
 - i. if Your Facility is subject to the Premium Feed-In Tariff Scheme, on the date the Premium Feed-In Tariff Scheme (as it applies to Your Facility or this contract) ends or is repealed;
 - ii. If Your Facility is subject to the Premium Feed In Tariff Scheme, on the date You no longer qualify for the Premium Feed In Tariff Scheme.
 - iii. if Your Facility is subject to the Transitional Feed-In Tariff Scheme:
 - 1. on the date the Transitional Feed-In Tariff Scheme (as it applies to Your Facility or this contract) ends or is repealed; or
 - 2. on 31 December 2016.
 - b. if Your Facility is a SREGF, on the date the Standard Feed-In Tariff Scheme (as it applies to Your Facility or this contract) on 31 December 2016.
- (ii) If Your Facility is a QSEGF, clause 5.4 (i) does not apply if the Premium Feed-In Tariff Scheme ends as a result of you transferring over to the Transitional Feed-In Tariff Scheme or any other feed-in tariff scheme that the Minister declares from time to time pursuant to the *Electricity Industry Act 2000*.
- (iii) If Your Facility is a QSEGF, clause 5.4 (i) does not apply if the Premium Feed-In Tariff Scheme ends as a result of the Minister declaring a declared scheme capacity day pursuant to the *Electricity Industry Act 2000* and Your Feed-In Contract has commenced and You have been credited with a Feed-In Credit prior to that day. In this case, this Feed-In Contract will continue after that declared scheme capacity date and expire on 1 November 2024, unless terminated earlier in accordance with clauses 5.2, 5.3 or 7.
- (iv) You agree on the expiry of the Premium Feed in Tariff Scheme on 1 November 2024, that the Feed in Tariff rate applicable to Your Facility will be the applicable Published Feed in Tariff rate.
- (v) At the end of the either the PFIT, TFIT or SFIT schemes, We will provide notice of the Feed in Rate that will apply to your Facility in accordance with the applicable Energy Laws.
- (vi) If Your Facility is supplied under the Published Feed-In Tariff rate

6 CHANGES TO YOUR FACILITY

6.1 CHANGES TO PFIT SCHEME QUALIFYING SOLAR ELECTRICITY GENERATING FACILITIES

- (i) You understand and acknowledge that if You are subject to the Premium Solar Feed in Tariff Scheme, and increase the installed panel capacity of Your QSEGF, You will no longer be eligible for the PFIT Scheme and your Facility will be subject to the applicable Published Feed in Tariff.

- (ii) You must advise us 14 business days prior to making changes to your QSEGF.

6.2 CHANGES TO TFIT SCHEME QUALIFYING SOLAR ELECTRICITY GENERATING FACILITIES

- (i) You understand and acknowledge that if You are subject to the Transitional Solar Feed in Tariff Scheme, and increase the installed panel capacity of Your QSEGF, You will no longer be eligible for the TFIT Scheme and your Facility will be subject to the applicable Published Feed in Tariff.
- (ii) You must advise us 14 business days prior to making changes to your QSEGF.

6.3 CHANGES TO SMALL RENEWABLE ENERGY GENERATION FACILITIES

- (i) You must advise us 14 business days prior to making changes to your SREGF.

7 TERMINATION

7.1 YOUR RIGHT TO TERMINATE

- (i) You may terminate this Feed-In Contract, by advance notice to Us (which may be given orally or in writing), for any reason at any time, including prior to the End Date (if applicable) and without terminating Your Electricity Sales Contract.
- (ii) Termination of this Feed-In Contract by You in accordance with clause 7.1(i) is effective on the date specified by You, unless You terminate the Feed-In Contract for a reason specified below. In this case termination is not effective until:
 - a. if We enter into a new feed-in contract, the cooling-off period for that contract (if any) expires;
 - b. if You want to enter a feed-in contract with another retailer, the date the other retailer becomes responsible for the feed-in contract; or
 - c. if You have terminated this contract because Your Electricity Sales Contract is terminated and Your Supply Address has been disconnected, the date when You no longer have a right to be reconnected.

7.2 OUR RIGHT TO TERMINATE

- (i) We may terminate this agreement, by notice in writing to You, including prior to the End Date (if applicable):
 - a. if You vacate the Supply Address;
 - b. if Your Electricity Sales Contract with Us is terminated for any reason (including termination by You during the cooling-off period for that contract);
 - c. if We are no longer the FRMP for the Supply Address;
 - d. if Your Facility is a QSEFG:
 - i. the generating capacity of Your Facility exceeds 5 kilowatts; or
 - ii. the Supply Address is no longer Your principal place of residence or Your annual consumption rate of electricity is more than 100 megawatt hours;
 - e. if Your Facility is a SREGF, the generating capacity of Your Facility exceeds 100 kilowatts;
 - f. if You enter into a new agreement for a QSEGF or SREGF for this Supply Address with Us;
 - g. If You remove Your QSEGF or SREGF;

- h. If you increase the capacity of Your QSEGF or SREGF;
 - i. if You breach the terms of this Feed-In Contract and fail to remedy that breach within 10 Business Days of receiving a notice from us to do so.
 - (ii) Termination of this Feed-In Contract by Us in accordance with clause 7.2 (i) will be effective from:
 - a. the date from when We are no longer the FRMP;
 - b. if We have terminated the contract in accordance with clause 7.2 (i)(a), the date You vacated the premises;
 - c. if we have terminated the contract in accordance with clause 7.2 (i) (b) because Your Electricity Sales Contract has been terminated, on the date You no longer have the right to be reconnected under the Energy Retail Code;
 - d. in any other case, the date specified in Our notice of termination.

7.3 EFFECT OF TERMINATION (INCLUDING EARLY TERMINATION FEE)

If this Feed-In Contract is terminated:

- (i) We will calculate Your Feed-in Credit and credit that outstanding balance to the next bill issued under Your Electricity Sales Contract or, if Your Electricity Sales Contract is also terminated, We will pay the amount of Your outstanding Feed-In Tariff Credit as specified in clause 10;
- (ii) We may reassess Your regular fixed payments under Your Electricity Sales Contract;
- (iii) We may agree with You to enter into another feed-in tariff contract at the Published Feed in Tariff Rate.

7.4 DISCONNECTION

You acknowledge that Your Facility and associated Metering Equipment will also be disconnected from the Distribution System if Your electricity supply is disconnected in accordance with the terms and conditions of Your Electricity Sales Contract or the Energy Laws.

8 YOUR AND OUR GENERAL RESPONSIBILITIES

Commander Power & Gas do not operate, own, or control Your Facility, Metering Equipment and associated electrical installations. You acknowledge that we give no warranty and will have no responsibility or liability (whether in contract, tort (including negligence) or otherwise) for or regarding, the installation, operation and maintenance of Your Metering Equipment, Facility or associated electrical installations.

8.1 YOUR GENERAL RESPONSIBILITIES

You must:

- (i) comply with all relevant Energy Laws;
- (ii) comply with the terms and conditions of this Feed-In Contract;
- (iii) maintain and comply with Your network connection agreement with Your Distributor regarding the metering and operation of Your Facility;
- (iv) notify Us as soon as possible of any change to Your address for notices;
- (v) notify Us as 14 business days prior to increasing the generating capacity of Your Facility;
- (vi) notify Us immediately if Your QSEGF exceeds 5 kilowatts in generating capacity or Your SREGF exceeds 100 kilowatts in capacity;

- (vii) notify Us within 14 Business Days if you are receiving either the Premium Feed in Tariff or the Transitional Feed in Tariff and the Supply Address is no longer Your principal place of residence;
- (viii) provide Our representative or Your Distributor's representative (carrying or wearing official identification which must be provided at Your request) safe and unhindered access to Your property, Your Metering Equipment and Your Facility;
- (ix) not tamper or interfere with, or allow other persons to tamper or interfere with the Metering Equipment;
- (x) keep Your Facility, the Metering Equipment and associated electrical installations in good repair.

8.2 COSTS AND CHARGES

- (i) You are liable for and must pay all charges, expenses or costs:
 - a) arising from the installation, testing, approval, operation or maintenance of Your Facility or Metering Equipment, including those charges, expenses or costs that may be imposed by Your Distributor; or
 - b) imposed by a Government Agency on either Us or Your Distributor in relation to the export of electricity from Your Facility.
- (ii) If such charges, expenses or costs are imposed on Us by Your Distributor or Government Agency, We may pass through these charges, expenses or costs at any time to You, by including them on any bill issued by Us under Your Electricity Sales Contract.
- (iii) We will use our best endeavours to provide information on applicable charges, expenses and costs that may arise from the installation, testing and approval of Your Facility. You acknowledge that any such charges are based on time and materials, and are provided to You as a guide only.

8.3 YOUR DISTRIBUTOR

You understand and acknowledge that:

- (i) Your Distributor is responsible for the connection of Your Facility to the Distribution System;
- (ii) Your Distributor is responsible for maintenance of the connection of the Facility to the Distribution System;
- (iii) Your Distributor is responsible for taking the supply of Your Feed-in electricity into the Distribution System;
- (iv) the supply of Feed-In Electricity to the Distribution System may be interrupted in certain circumstances (such as under Energy Laws, during maintenance on the Distribution System, during fault conditions for health and safety purposes, and if directed to by the Energy Market and System Operator). When this occurs You will comply with all directions from Us or Your Distributor;
- (v) where reasonably possible and in accordance with Energy Laws, Your Distributor will provide prior notice of interruptions.

8.4 CONNECTION REQUESTS

- (i) If You request Us to do so and provided You are an existing Commander Power & Gas customer, We will request Your Distributor to connect Your Metering Equipment and Facility to the Distribution System. We will make that request as soon as practicable (and in any event not later than the next business day) after receiving from You all of the following:

- a) all documentation, and information required to under the *Electricity Safety Act 1998* including a copy of a Certificate of Electrical Safety in respect of Your Facility;
 - b) Your agreement to pay any relevant connection charge; and
 - c) any other information We or Your Distributor may reasonably require in order to process Your request.
- (ii) Prior to any connection request being carried out, We will provide You with an estimate of any charges that You may incur as a result of the connection of Your Facility and Metering Equipment to the Distribution System.

8.5 PROVISION OF HISTORICAL RECORDS AND GENERAL FEED-IN TARIFF INFORMATION

We will:

- (i) at Your request, use Our Best Endeavours to provide You with copies of any records relating to this Feed-In Contract retained by Us within 10 Business Days of that request. We will provide records for up to the previous two years to You free of charge if this is Your first request within the preceding year or such data is required for the purposes of handling a genuine complaint made by You. We may charge You a fee for provision of copies of any records relating to this Feed-In Contract in other circumstances (including if You are not longer Our customer);
- (ii) retain records relating to this Feed-In Contract (including payment and crediting data) for at least 2 years (including following the expiry or termination of this Feed-In Contract);
- (iii) at Your request, provide You with reasonable information on any feed-in tariffs We may offer, within 10 Business Days of that request. We will provide this information in writing if You require.

9 RATES, MEASUREMENT AND BILLING

9.1 FEED-IN TARIFF

- (i) If Your Facility is a QSEGF, We will purchase each kilowatt hour of Feed-In Electricity at:
 - a) If Your Facility is eligible for the Premium Solar Feed-In Tariff Scheme, at the Premium Solar Feed-In Tariff rate;
 - b) If your Facility is eligible for the Transitional Feed-In Tariff Scheme, at the Transitional Solar Feed-In Tariff rate;
 - c) If your Facility not eligible for the PFIT or TFIT Scheme Tariff, at the Published Feed in Tariff rate.
- (ii) If Your Facility is a SREGF and you entered into a contract with Us for a Standard Feed in Tariff on or **before** 31st December 2012, We will purchase each kilowatt hour of Feed-In Electricity at the Standard Feed-In Tariff.
- (iii) If Your Facility is a SREGF and you entered into a contract with Us under the General Feed in Tariff Scheme after 31 December 2012, at the Published Feed in Tariff rate.

9.2 FEED-IN ELECTRICITY MEASUREMENT

- (i) Unless:
 - a. You have not provided proper access to Your Supply Address and Metering Equipment; or
 - b. Your Metering Equipment is broken down or faulty,

the quantity of Your Feed-In Electricity will be determined by Your Distributor or their agent using metering data from the Metering Equipment installed at Your Supply Address.

- (ii) If reliable metering data about the quantity of Your Feed-In Electricity is not available, Your Feed-In Credit may be based on data estimated by Your Distributor in accordance with the Energy Laws.
- (iii) Where the quantity of Your Feed-In Electricity (and Your Feed-In Credit) is based on estimated data, Your meter information on the bill will be labelled as "estimated". When We receive actual metering data we will adjust this data and any relevant Feed-in Credit in accordance with clause 10.1. We will use Our Best Endeavours to ensure that the Metering Equipment is read at least once every 12 months.

9.3 BILLING

- (i) Your Feed-in Credit for a Billing Period will be credited against the charges payable by You to Us for sale of electricity under Your Electricity Sales Contract for that Billing Period. You will see this credit on the Bill issued to You in accordance with Your Electricity Sales Contract for that Billing Period.
- (ii) If the Feed-In Credit for a Billing Period is greater than the charges payable by You to Us for sale of electricity under Your Electricity Sales Contract for that Billing Period, We will advise You of the amount of that excess on Your Bill, and subject to clause 10, We will credit that amount to the next Bill You receive from Us.
- (iii) If You think a Feed-In Credit for a Billing Period is incorrect, You may request a review of that credit and We will conduct a review in accordance with Our complaints handling process (see clause 11). If a Feed-In Credit is found to be:
 - a. correct, following such review, You may either accept that decision or You may ask Us to arrange a test of Your Metering Equipment in accordance with the Energy Laws (We may require You to pay the costs of this test if the Metering Equipment is found to comply with the Energy Laws);
 - b. incorrect, We will adjust Your Feed-In Credit in accordance with clause 10.

10 ADJUSTMENT AND REFUND OF FEED-IN CREDITS

10.1 ADJUSTMENT OF FEED-IN TARIFF PAYMENT

- (i) We may recover from You any over-credited amount (if a Feed-In Credit credited to Your Bill is later found to be greater than what it should have been) on the same basis as We recover undercharged amounts from You under Your Electricity Sales Contract.
- (ii) If We have under-credited You (if a Feed-In Credit credited to Your Bill is later found to be less than what it should have been) We will credit that amount to Your next Bill issued under Your Electricity Sales Contract after We become aware of the error or, if You have ceased to obtain electricity from Us, use Our Best Endeavours to refund the amount within 10 Business Days.

10.2 PAYMENT OF FEED-IN CREDIT

- (i) We will only pay the amount of a Feed-In Credit to You if the Feed-In Credit for a Billing Period is greater than the charges payable by You to Us for sale of electricity under Your Electricity Sales Contract for that Billing Period and the next Billing Period.
- (ii) While You remain Our customer, the minimum amount of Feed-In Credit We will refund is \$100. You can request up to four refunds per annum. We will refund monies to the account nominated for Your Automatic Payment Plan under Your Electricity Sales Contract, or if You do not have an Automatic Payment Plan under Your Electricity Sales Contract, We will refund monies by posting a cheque to You.

- (iii) If You are no longer Our customer, We will only pay the amount of any outstanding Feed-In Credit to You if the Feed-In Credit is greater than the charges payable by You to Us for the final Bill issued under Your Electricity Sales Contract (including any early termination fee). In this case, we will refund monies to the account nominated for Your Automatic Payment Plan under Your Electricity Sales Contract or, where such account is no longer available, We will post a cheque for any remaining credit balance to Your nominated address.

11 ENQUIRIES AND COMPLAINTS

11.1 Making an enquiry or complaint.

- (i) If You have an enquiry, complaint or dispute, You should contact Us first on 1300 857 073 and We will use Our Best Endeavours to resolve Your issue to Your satisfaction.
- (ii) If You wish to write to Us (by email, facsimile or mail), You should provide Your contact details, including Your name, address and telephone number, and the details of Your enquiry, complaint or dispute, including a copy of any supporting information (such as a copy of Your Energy Market Contract).
- (iii) You can contact Us in writing:
 - a. by fax on 1300 374 226 or
 - b. by mail addressed to: Commander Power & Gas PO Box 631 Collins St West, Melbourne, VIC 8007

11.2 WHEN CAN YOU EXPECT A RESPONSE OR RESOLUTION?

- (i) Subject to clause 11.3, We will acknowledge receipt of Your enquiry, complaint or dispute, either by telephone or in writing, as soon as possible but in any event within 5 Business Days of receiving it from You. Where possible, We will also try to resolve Your enquiry or complaint within this timeframe.
- (ii) At all times, We will try to resolve Your enquiry or complaint within 30 days of receiving it from You and We will advise You of the outcomes of Your enquiry or complaint.

11.3 HOW WILL YOUR COMPLAINT BE MANAGED?

- (i) We will handle any complaint made by You in accordance with Our Complaint Management Policy, which is based on the Australian Standard on Complaints Handling (AS (S) 10002-2006), and is available on Our Website, or free of charge, on request.
- (ii) If You are unhappy with the decision that We make in relation to Your complaint, You may raise the complaint to a higher level within Our business.
- (iii) If, after raising the complaint to a higher level, You are still not satisfied with Our response, or We have not resolved Your complaint to Your satisfaction within 30 days of receipt, You have the right to refer the complaint to the Energy Ombudsman.
- (iv) You may also ask us to provide the reasons for our response in writing.

12 FORCE MAJEURE

- (i) If a Force Majeure Event results in either party being in breach of this Feed-In Contract, the obligations of the affected party will be suspended for the duration of the Force Majeure Event, except for any obligations to pay money.
- (ii) The party affected by the Force Majeure Event must use its Best Endeavours to provide prompt notice and full details of the Force Majeure Event, including details of the likely duration of the Event, obligations impacted by the Force Majeure Event, and the extent of the impact on these obligations, and steps taken to minimise or overcome the impact of affected obligations. A party claiming a Force Majeure Event must use their Best Endeavours to remove, overcome, or minimise the effects of the Force Majeure Event as quickly as possible.

This obligation does not require either party to settle any industrial dispute in any way it does not want to.

- (iii) If the Force Majeure Event is widespread, then Our requirement to provide prompt notice and information is satisfied by provision of a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event or otherwise as soon as practicable.

13 GST AND OTHER TAXES

- (i) In this section, terms that are capitalised have the same meaning as that given in the GST Act, except where these terms are defined in clause 14.
- (ii) All amounts payable or the value of other consideration provided in a respect of a Taxable Supply made in relation to this Feed-In Contract are exclusive of GST (if any).
- (iii) Notwithstanding any other provision in this Agreement, if GST is levied or imposed on any Taxable Supply made in connection with this Feed-In Contract We must pay You, in addition to any amounts payable, or the value of any consideration, for that Taxable Supply, an additional amount equal to the amount of that GST. Subject to clause 13 (viii), We must credit or pay this amount at the same time as the relevant Feed-In Credit (as specified in clauses 9.3 or 10.2, as applicable).
- (iv) Where any amount is paid as reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, the amount must be reduced by any Input Tax Credit available to that party and, if a Taxable Supply, must be increased by the GST payable in relation to the Taxable Supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.
- (v) We acknowledge that We are registered for GST when We enter into this Feed-In Contract and We will notify You if We cease to be registered for GST.
- (vi) If applicable, You acknowledge that You are registered for GST when You enter into this Feed-In Contract and You will notify Us if You cease to be registered for GST.
- (vii) If permitted under the GST Act, You agree that:
 - a. We can issue a Tax Invoice in respect of the Taxable Supply;
 - b. You will not issue a Tax Invoice in respect of the Taxable Supply;
 - c. We will issue the original or a copy of the Tax Invoice to You within 28 days of making, or determining, the value of the Taxable Supply.
- (viii) If clause 13 (vii) does not apply, You must provide to Us a valid Tax Invoice for the advised amount payable, or the advised value of any consideration, for a Taxable Supply made in connection with this Feed-In Contract and applicable GST.
- (ix) We each agree to do all things, including providing Tax Invoices or other documentation, that may be necessary or desirable to enable or assist each other to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Feed-In Contract.
- (x) You:
 - a. must provide a valid ABN to use in respect of any payments for Feed-In Electricity made to You if You are carrying on an enterprise and You are required to have an ABN and You are using the Facility for business purposes; or
 - b. warrant that electricity exported by the Facility is private and domestic by nature and not related to any business enterprise carried on by You, and for this reason

You have not provided an ABN to Us because You are not required to have an ABN.

(xi) You will:

- a. if requested by Us, provide a 'No ABN Withholding Declaration' as soon as practicable;
- b. notify Us immediately if You have not provided a valid ABN; and
- c. indemnify Us against any loss suffered by Us as a result of failure by You to provide such notification.

(xii) If We are required to withhold any amount in respect of tax from a payment to be made to You under this Feed-In Contract, We are entitled to do so. Such withholding and payment to the relevant taxing authority will be a good discharge of Our obligation to pay the relevant amount to You. In the event that We pay an amount to You without withholding an amount in respect of tax, You indemnify Us for any loss suffered by You as a result of Us failing to withhold. We will provide You with a payment summary which covers each withheld amount in accordance with section 16-155 in Schedule 1 of the TAA.

(xiii) You will be solely liable for payment of all taxes (including but not limited to corporate taxes, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any subcontractor's taxes) which may be imposed in relation to Feed-In Electricity, the installation, operation or maintenance of the Facility or the payments made under this Feed-In Contract.

14 MEANING OF WORDS

ABN	means an Australian Business Number issued under <i>A New Tax System (Australian Business Number) Act 1999</i> .
Best Endeavours	means to act in good faith and do what is reasonably necessary in the circumstances.
Bill	means a tax invoice issued by Commander Power & Gas.
Billing Period	means the period for which You receive a Bill from Us for electricity supplied to You under Your Electricity Sales Contract.
Business Day	means a day on which banks are open for general banking business in Victoria, other than a Saturday, Sunday or a public holiday.
Certificate of Electrical Safety	means a form submitted by Registered Electrical Contractors for works undertaken as detailed in the Electricity Work Request, have been completed and tested consistent with the Electricity Safety Act 1988 and the Electricity Safety (Installations) Regulations 1999.
Distributor	means the entity that is licensed to own or operate the Distribution System.
Distribution System	means the electricity network Your Distributor uses to transport electricity to Your supply Address
CPG / We / Us/Our	means M2 Energy Pty Ltd (trading as Commander Power & Gas) (ACN 123 155 840); We/Us/Our have the same corresponding meaning.
Electricity Sales Contract	means the contract entered into between Us for the sale of electricity by Us to You.

Energy Generation Facility	means the Qualifying Solar Energy Generation Facility (QSEGF) or a Small Renewable Energy Generation Facility (SREGF) located at the Supply Address, as described in the Feed-In Schedule.
Energy Laws	means any acts, regulations, by-laws, rules, orders, licences, guidelines, approvals or codes relating to the supply of electricity as may be in force and as amended from time to time.
Energy Market and System Operator	means AEMO the Australian Energy Market Operator limited (ACN 072 010 327) the company that operates and administers the wholesale gas and electricity markets and transmission systems in accordance with the National Gas and Electricity Laws and Rules.
End Date	means the fixed date of expiry of Your Electricity Sales Contract.
Facility	means an Energy Generation Facility.
Feed-In Contract	means the contract You enter into with Commander Power & Gas for the purchase of Your Feed-In Electricity, comprising these terms and conditions and the Feed-In Schedule.
Feed-In Credit	means the amount to be credited to You for purchase of Feed-In Electricity.
Feed-In Electricity	means: <ul style="list-style-type: none"> (i) if Your Facility is a QSEGF, electricity generated by that Facility which You do not use; or (ii) if Your Facility is a SREGF, electricity supplied by You from that Facility
Feed-In Schedule	means the completed schedule, signed or otherwise accepted by You, forming part of this Feed-In Contract, the form of which is provided at the end of these Terms and Conditions.
Feed-In Tariff	means either the Premium Solar Feed-In Tariff, the Transitional Feed-In Tariff or a Standard Feed-In Tariff (as applicable).
Financially Responsible Market Participant or FRMP	means the retailer identified as the Financially Responsible Market Participant (with the meaning of the National Electricity Rules) in relation to the Supply Address.
Government Agency	means any Government Department or statutory or public body under State or Commonwealth control or acting in accordance with powers conferred by legislation.
General Feed-In Tariff Scheme	means the scheme prescribed by the Electricity Industry Act 2000 (section 40G) for the purchase of small renewable energy generation electricity.
GST	has the same meaning as under the GST Act.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (CT).
Metering Equipment	means equipment used to meter electricity imported or exported from a Supply Address.
Network Tariff	means the tariff(s) assigned by a Distributor to a Supply Address.
Premium Feed-In Tariff Scheme (PFIT Scheme)	means the scheme prescribed by the <i>Electricity Industry Act 2000</i> (Vic) for the purchase of qualifying solar energy generation electricity.

Premium Solar Feed-In Tariff (PFIT)	is \$0.60 per kilowatt hour (exclusive of GST) or such other minimum tariff for the purchase of qualifying solar energy generation electricity prescribed the <i>Electricity Industry Act 2000 (Vic)</i> ?
PFIT Scheme Closure Date	means 29 December 2011
Published Feed-In Tariff Rate	1) means the rate We will purchase each kilowatt hour of Feed-In Electricity, being: (a) a rate not less than 8 cents per kilowatt hour from 1 January 2013 to 31 December 2013 (inclusive); and (b) a rate not less than the minimum rate determined (from time to time) by the Essential Services Commission for the period between 1 January 2014 and 31 December 2016.
Qualifying Solar Energy Generation Facility (QSEGF)	means a photovoltaic generating facility that has an installed or name-plate generating capacity of 5 kilowatts or less that is (or will be) connected to the Distribution System.
Small Renewable Energy Generation Facility (SREGF)	has the same meaning as 'small renewable energy generation facility' in section 40F of the Act.
Standard Feed-In Tariff (SFIT)	is the peak electricity rate (in dollars per kilowatt hour) applying under Your Electricity Sales Contract from time to time?
Standard Feed-In Tariff Scheme (SFIT Scheme)	means the scheme prescribed by the Electricity Industry Act 2000 (section 40G) for the purchase of small renewable energy generation electricity.
Standard Feed-In Tariff Scheme end date	means 31 December 2016
Supply Address	means the address for which You purchase electricity from Us, being the supply address specified in Your Electricity Sales Contract and the Feed-In Schedule.
Transitional Solar Feed-In Tariff Scheme Start Date	means 1 January 2012.
Transitional Solar Feed-In Tariff (TFIT)	means \$0.25 per kilowatt hour (exclusive of GST) or such other minimum tariff for the purchase of qualifying solar energy generation electricity prescribed the <i>Electricity Industry Act 2000 (Vic)</i> .
Transitional Solar Feed-In Tariff Scheme Closure Date	means 31 December 2012
Transitional Feed-In Tariff Scheme (TFIT Scheme)	means the scheme prescribed by the <i>Electricity Industry Act 2000 (Vic)</i> for the purchase of qualifying solar energy generation electricity...
TAA	means the <i>Taxation Administration Act 1953 (CT)</i> .
You / Your	means the party to this Electricity Market Contract; Your has the same corresponding meaning.

15 INTERPRETATION

In these Feed-In Contract Terms and Conditions, unless the context otherwise requires:

- (i) headings are for convenience only and do not affect the interpretation of this Agreement;
- (ii) words importing the singular include the plural and vice versa;

- (iii) a reference to a document or a provision of a document includes any variation or replacement of it;
- (iv) law means common law, principles of equity and laws made by parliament (including regulations, orders and determinations), and consolidations, amendments, re-enactments or replacements of them;
- (v) the words 'including', 'such as' or 'for example', are non-exhaustive and do not imply any limitation;
- (vi) the word 'person' includes a company, partnership, trust, joint venture, association, corporation, body corporate, unincorporated association, authority or government agency, and that person's executors, administrators, successors, substitutes and permitted assigns;
- (vii) a reference to a clause or schedule is a reference to a clause or schedule in this Agreement;
- (viii) an event which is required under this Feed-In Contract to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day.