

Microgeneration Terms & Conditions – Fixed Contract Addendum

1. These terms apply to the Microgeneration tariff ("Tariff").

2. This Tariff is available to existing and new Panda Power customers who are eligible to receive a microgeneration tariff, in accordance with S.I. 76/2022.

3. By accepting these Terms & Conditions, you agree to share your meter export data with Panda Power. Panda Power takes data protection very seriously and is compliant with the GDPR. For further details refer to our Privacy Policy at <u>www.panda.ie</u>.

4. New or existing Panda Power customers who are eligible for a Smart Meter under the current National Smart Metering Program (NSMP) must exchange their legacy meter for a Smart Meter within a reasonable timeframe (typically within 4 months of entering this contract addendum). If a customer who is eligible for a Smart Meter delays or avoids the replacing of their legacy meter by ESB Networks (ESBN), they will not receive the Tariff outlined in this contract addendum. Customers with eligible meter types will be contacted by ESBN to exchange their legacy meter for a Smart Meter after their NC6 form has been processed.

5. For those Panda Power customers who have a Smart Meter, the quantity of exported electricity that will be remunerated under the Tariff will be based on the actual amount of metered export.

6. New or existing Panda Power customers who are not eligible to receive a Smart Meter or who are awaiting a Smart Meter exchange within a reasonable timeframe will be remunerated under the Tariff based on a 'deemed export' quantity. This 'deemed export' quantity is an estimate calculated by ESBN using a formula specified by the CRU. If you become eligible to receive a Smart Meter during the fixed contract term, you must exchange your legacy meter for a Smart Meter within a reasonable timeframe to continue receiving the Tariff.

7. Export statements for remuneration will be issued on a bi monthly schedule and credited to a customer's account balance.

8. These terms are in addition to: a. General Terms and Conditions for the Supply of Electricity and/or Gas by Panda Power to domestic or commercial premises in the Republic

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of Ireland ("Panda Ltd. General Terms & Conditions" which can be found on our website at www.panda.ie; and Panda Power's customer agreement form ("CAF"). Together these terms, the Panda Power General Terms & Conditions and the CAF are referred to as the ("Agreement").

9. In the event of any conflict between (i) these terms, (ii) the Panda Power General Terms & Conditions and (iii) the CAF, these terms will apply.

10. The Tariff outlined herein is an addendum to an existing or new fixed term electricity contract with Panda Power. If you chose to leave the updated contract before the end of your fixed term electricity contract and avail of a microgeneration tariff from another supplier, you will be liable for a termination charge of €50.

11. Once you have signed up, there is a 14-day cancellation period. You may use the cancellation form provided to you but you do not have to. There is no penalty for cancelling your switch during the cancellation period, unless you are an existing Panda Power customer who wishes to also terminate their fixed term electricity contract before the end of the contract Term.

12. Panda Power reserves the right to amend the unit rates or charges that apply to the Tariff during the Term if there is a cost to Panda Power imposed by a governmental or statutory body (including a change in VAT) or as otherwise provided for in Panda Power's General Terms & Conditions.



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