

Terms and Conditions – AllGrid Energy

Terms and Conditions of AllGrid Energy Pty Ltd ABN 80 607 383 997 (“AllGrid Energy”)

1. Application

These Term and Conditions (“T&Cs”), and no terms and conditions of the Customer, will apply to any supply of Goods and/or Services by AllGrid Energy to the Customer.

2. Order for Goods and/or Services

2.1 Any Order by the Customer to AllGrid Energy and/or any acceptance of any Goods and/ or Services by the Customer will constitute agreement to these T&Cs by the Customer.

2.2 If AllGrid Energy accepts an Order, the parties will have created a binding Contract and AllGrid Energy will supply the Goods and arrange the Services to the Customer, and the Customer will pay the Price to AllGrid Energy in accordance with the terms of the Contract (which will include these T&Cs).

2.3 The Customer is not entitled to cancel any Contract (other than within the cooling off period – if applicable) and must pay to AllGrid Energy any costs associated with the Customer purporting to cancel a Contract.

2.4 The Customer must provide AllGrid Energy with written details of any required special specifications or properties of Goods and/or Services at the time the Customer provides an Order to AllGrid Energy.

2.5 The Customer must ensure the specifications or properties of Goods and/or Services stated in any Order by the Customer will be fit for the intended purpose of the Goods and/or Services.

2.6 AllGrid Energy and the Installer will be entitled to rely on the accuracy of any plans, specifications or other information provided by the Customer.

2.7 If there are any errors in any plans, specifications or other information provided by the Customer to AllGrid Energy, AllGrid Energy will be entitled to vary the Price.

2.8 AllGrid Energy may cancel any Contract at any time prior to delivery of the Goods and/ or Services with no liability other than to repay any amount of the Price paid in advance of the cancellation.

2.9 The Customer hereby irrevocably assigns any STC entitled to be received by the Customer for the Goods and any benefit, value or other consideration which attaches thereto to AllGrid Energy and/or the nominated body and authorises AllGrid Energy to do all things necessary to perfect such assignment.

2.10 If AllGrid Energy agrees to install the product the Customer acknowledges that AllGrid Energy may, in its absolute discretion, choose to use a licensed third party installer to install the Goods.

2.11 Customer agrees and understands that the AllGrid products are not intended to be utilised or relied upon as an uninterrupted power supply for medical instruments, services or emergency health devices.

3. Delivery and Installation

3.1 Where a Delivery Date and/or time has been agreed for a Site Installation of the goods and/or Services, and where this date and/or time cannot be met by the Installer, the Customer will be notified by the Installer and given an opportunity to agree to a new date and time.

3.2 The 3rd party Installer shall use reasonable endeavours to meet the Delivery Date for the Site Installation of the Goods and/or Services. In any event, the time of the Site Installation or the Goods and/or Services shall not be of the essence and the Installer and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Customer or by any third party arising directly or indirectly out of any failure to meet the arranged Delivery Date and/or time for the Site Installation of the Goods and/or Services.

3.3 The conduct of any Site Installation does not relieve the Customer of the Customer’s sole responsibility to ensure the correctness of the Customer’s representations, understandings or beliefs (whether stated or unstated) as to the Customer’s eligibility at any time for any discount, government offer, rebate or any other type of financial advantage or beneficial financial accommodation of any kind relating to, or resulting from the purchase or acquisition of the Goods and/or Services.

3.4 The Customer is to be solely responsible for the accuracy and/or the applicability to the Customer of the representations, statements and beliefs referred to in clause

3.5 If the Customer, or the Customer’s representative fails to attend a pre-arranged Site Installation of the Goods and/or Services, a Site Installation Fee will be payable by the Customer.

3.6 The Site Installation Fee is payable at the time of the Site Installation and shall not be deducted from the Balance Amount payable to AllGrid Energy.

3.7 The Customer acknowledges that the state and condition of the electrical wiring and metering at the site at which it is proposed that the Goods and/or Services are to be installed shall be the sole responsibility of the Customer and that the Customer is to be solely responsible for any additional cost involved in providing the Goods and/or Services resulting from any shortfall in such state and condition including but not limited to a meter upgrade required to complete the installation.

3.8 Each STC applicable to the provision of the Good and/or Services is to have an agreed market value determined by AllGrid Energy. The Customer acknowledges that AllGrid Energy will bear the risk up to a 10% variance in market fluctuation and further acknowledges that any variation above the said 10% shall be borne by the Customer with the resultant increased price to be payable by the Customer.

3.9 The Customer acknowledges that the kilowatt description in the definition of "Goods" is to the nearest kilowatt and further acknowledges that the Goods and/or Services provided may have a permitted operational variance of 10% at any given time above or below the described kilowatt capacity.

3.10 AllGrid Energy and/or the Installer reserve the right to adjust the price and specifications of the Goods and/or Services as a consequence of the Site Installation.

4. Delivery of Goods

4.1 If AllGrid Energy agrees to deliver Goods to the Customer, AllGrid Energy:

(a) may charge delivery charges;

(b) will endeavour to deliver the Goods to the Installation Address on the Delivery Date; and

(c) may charge further delivery charges if the Customer is unable to receive delivery of the Goods at the Installation Address or on the Delivery Date or in accordance with any other delivery arrangements.

4.2 AllGrid Energy will not be liable for any delay in the delivery of Goods to the Installation Address.

4.3 The Customer expressly acknowledges that the price negotiated by AllGrid Energy is influenced by and dependent upon AllGrid Energy's ongoing ability to buy in bulk thereby availing AllGrid Energy of various discounts and government and semi-government rebates and allowances. The Customer further expressly acknowledges that delays by AllGrid Energy in supply of the Goods and/or Services to the Customer may be caused by AllGrid Energy not commencing shipments of Goods before minimum bulk orders of Goods can be made by AllGrid Energy.

4.4 The Customer expressly acknowledges that time shall not be of the essence in the performance of AllGrid Energy's obligations and that AllGrid Energy will not be liable for any loss or damage caused directly or indirectly, or occasioned by the delay in the supply and installation of the Goods and/or Services.

4.5 The Customer will ensure a member of the Customer's Personnel will be at the Installation Address on the Delivery Date to accept any delivery of Goods and sign the delivery docket on the Customer's behalf.

4.6 AllGrid Energy may deliver any Goods to any person at the Installation Address who has apparent authority to receive delivery of the Goods.

4.7 The signature of a member of the Customer's Personnel on AllGrid Energy's delivery docket will represent acknowledgement by the Customer that AllGrid Energy's supply of the Goods complies with the Contract and these T&Cs.

4.8 The Customer will inspect any Goods immediately on delivery of the Goods and will be deemed to have accepted the Goods unless the Customer provides immediate written notice to AllGrid Energy that the Customer rejects the Goods as described in the warranty document.

4.9 The Customer warrants that it is the owner property or has the authority of the property owner located at the Installation Address and is authorised to accept delivery and installation of the Goods and provision of the Services.

5. Price

5.1 The Price is inclusive of GST unless otherwise stated by AllGrid Energy in writing.

5.2 The Customer must not withhold, make deductions from, or set-off, payment of any money owed to AllGrid Energy for any reason.

5.3 AllGrid Energy may charge, in addition to the Price, any other fees and charges that AllGrid Energy notifies to the Customer from time to time.

5.4 The Customer expressly acknowledges that this agreement does not cover the agreement to connect the Goods to the main grid. Such connection and any agreement for such connection is the exclusive domain of the Customer and the electricity retailer of the Customer.

5.5 The Customer expressly warrants that if the Goods and/or services are installed before the Customer is notified of STC incentive or if the STC incentive is not obtained for any reason directly or indirectly related to the actions or omissions of the Customer, then the Customer must immediately pay an amount equivalent to the STC incentive to AllGrid Energy.

5.6 The customer acknowledges the price of the WattGrid product does not include installation unless expressly stated by AllGrid Energy in writing.

6. Payment

6.1 The Customer must make full payment of the Price as follows:

(a) A 50% Deposit is payable on order or a predetermined percentage is negotiated

(b) the Balance Amount is payable on or before the Delivery Date; and any other amounts payable to AllGrid Energy unless AllGrid Energy has granted credit terms to the Customer in which case the Customer must make full payment of the Price and any other amounts payable to AllGrid Energy on the day of installation.

6.2 If AllGrid Energy grants credit terms to the Customer, the Customer agrees to grant AllGrid Energy a charge over the whole of the Customer's present and future undertaking, property and assets (including, without limitation, all of the Customer's legal and beneficial interests in freehold and leasehold land) as security for any amount owed by the Customer to AllGrid Energy and the Customer acknowledges AllGrid Energy may lodge caveats or take any other action to enforce AllGrid Energy's security over the charged property.

6.3 The Customer must reimburse AllGrid Energy for the full amount of any bank or other fees associated with any dishonoured payments or cheques and any legal, debt recovery or other expenses associated with any action by AllGrid Energy to recover money from the Customer.

6.4 AllGrid Energy may charge monthly compound interest on any overdue amounts owed by the Customer at a rate of 20% per annum.

7. Risk and Title

7.1 The risk in Goods passes to the Customer, if the customer has received goods but payment has not been received and the Customer must insure the Goods, immediately on delivery of the Goods by AllGrid Energy.

7.2 The Customer will not receive title to Goods until the later of the following alternate payment dates:

(a) where the Price or the STC incentive is paid before the Customer is notified of the STC incentive; the date of the final payment by the Customer to AllGrid Energy of all amounts payable by the Customer to AllGrid Energy under clause 6.5 of these T&Cs; or

(b) where the Price or the STC incentive is paid after the Customer is notified of the STC Rebate; the date the Customer makes full payment of the Price and any other amounts payable to AllGrid Energy.

(c) Balance of any payment is paid in full

7.3 Until title in the Goods passes to the Customer in accordance with these T&Cs, the Customer will:

(a) be only a bailee of the Goods;

(b) ensure the Goods are kept separate and identifiable from other goods;

(c) not allow any person to have or acquire a security interest in the Goods;

(d) return any Goods to AllGrid Energy immediately on request;

(e) authorise AllGrid Energy or any agent of AllGrid Energy to enter any land and premises owned, occupied or controlled by the Customer where the Goods are located and take possession of the Goods at the Customer's reasonable expense;

(f) irrevocably appoints AllGrid Energy, or any agent of AllGrid Energy, its legal representative to do all acts and things necessary to enforce the retention of title to the Goods including, without limitation, the registration of any security interest in favour of AllGrid Energy with respect to the Goods under the applicable law;

(g) grants an irrevocable licence to AllGrid Energy or its agent to enter upon the Customer's premises in order to recover possession of the Goods pursuant to this clause. The Customer indemnifies AllGrid Energy in respect of any damage to property or personal injury which occurs as a result of AllGrid Energy, or its agent, entering the Customer's premises; and

(h) hold the proceeds from any sale or disposal of the Goods on trust for AllGrid Energy.

7.4 Where the Goods are supplied to the Customer without payment in full of all moneys payable in respect of the Goods and/or the Services, the Customer acknowledges that AllGrid Energy has a right to perfect a personal property security interest.

8. Force Majeure

AllGrid Energy will not be liable to the Customer for any failure to perform, or delay in performing, AllGrid Energy's obligations under these T&Cs if the failure or delay is due to any cause beyond AllGrid Energy's reasonable control and if any such failure or delay continues for a period of 14 days AllGrid Energy may terminate any affected Contract.

9. Confidential Information and Intellectual Property

9.1 The Customer will not use, or disclose to any third party, any Confidential Information disclosed to the Customer.

9.2 No supply of Goods and/or Services to the Customer will grant to the Customer any Intellectual Property Rights in respect of the Goods and/or Services.

10. Exclusions and Limitations of Liability

10.1 The Customer expressly agrees that the use of the Goods and/or Services is at the Customer's risk. To the full extent allowed by law, AllGrid Energy's liability or the Installer's liability for breach of any term implied into these T&Cs by any law are each excluded.

10.2 All information, specifications and samples provided by AllGrid Energy and/or by the Installer in relation to the Goods and/or Services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect the Customer's use of the Goods and/or Services will not entitle the Customer to reject the Goods and/or Services upon delivery, or to make any claim in respect of them.

10.3 AllGrid Energy gives no warranty in relation to the Services provided or supplied by the Installer. Under no circumstances is AllGrid Energy liable or responsible in any way to the Customer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues), as a result, direct or indirect, of any defect, deficiency or discrepancy in the Goods and/or Services including in their form, content or timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:

- (a) any Goods and/or services supplied to the Customer;
- (b) any delay in supply of the Goods or Services; or
- (c) any failure to supply the Goods or Services.

10.4 Any advice, recommendation, information, assistance or service given by AllGrid Energy in relation to the Goods and/or Services is given in good faith and is believed to be accurate and reliable at the time it is given, but is provided without any warranty of accuracy, appropriateness or reliability. AllGrid Energy and the Installer do not accept liability or responsibility for any loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.

10.5 AllGrid Energy gives no warranty in relation to the Goods provided or supplied under the Contract. Under no circumstances is AllGrid Energy liable or responsible in any way to the Customer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues), as a result, direct or indirect, of any defect, deficiency or discrepancy in the Goods including in their form, content or timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:

- (a) any Goods and/or Services supplied to the Customer;
- (b) any delay in supply of the Goods or Services; or
- (c) any failure to supply the Goods or Services.

10.6 The Customer acknowledges and accepts the Manufacturer's Warranty 5 (years) as the only warranty provided with the Goods.

10.7 AllGrid Energy will assist the Customer with any claim in respect of the Goods which are expressly covered in the Manufacturer's Warranty to the extent of providing contact details for the Manufacturer and confirmation of receipt of purchase of any Goods supplied by AllGrid Energy under this Contract.

11. Indemnity

The Customer indemnifies AllGrid Energy and each member of AllGrid Energy's Personnel on a full and continuing indemnity basis from and against any Liability or Claim arising directly or indirectly in relation to:

- (a) the Customer's breach of these T&Cs or any Contract;
- (b) the negligence or wilful misconduct of the Customer or any member of the Customer's Personnel;
- (c) damage to the property of the Customer or any third party during any delivery of Goods;
- (d) any spillage, breakage or contamination of Goods during any transport or delivery;
- (e) the Goods and/or Services not being fit for any particular purpose; (
- f) any tests conducted by a third party in relation to Goods and/or Services;
- (g) the Customer or any member of the Customer's Personnel directly or indirectly causing any delay in the supply of any Goods and/or Services;

- (h) the Customer or any member of the Customer's Personnel refusing to accept any delivery; or
- (i) the Customer or any member of the Customer's Personnel purporting to cancel a Contract.

12. Termination

AllGrid Energy may immediately terminate, or suspend the performance of, any Contract and the Customer must immediately pay any money owed to AllGrid Energy if:

- (a) the Customer breaches a term of these T&Cs or any Contract and does not remedy the breach within 7 days of receiving a notice from AllGrid Energy requiring the Customer to do so;
- (b) the Customer breaches a term of these T&Cs or any Contract which is not capable of remedy;
- (c) there is any direct or indirect change in the Control of the Customer; or
- (d) an Insolvency Event arises in relation to the Customer.

13. Miscellaneous

13.1 These T&Cs or any Contract may only be amended with AllGrid Energy's express written agreement.

13.2 Any waiver by AllGrid Energy must be express and in writing.

13.3 AllGrid Energy's rights under these T&Cs or any Contract do not exclude any other rights of AllGrid Energy.

13.4 If any provision of these T&Cs or any Contract is unenforceable, the provision will be severed and the remaining provisions will continue to apply.

13.5 The Customer must immediately provide written notice to AllGrid Energy if there is any direct or indirect change in the Control of the Customer.

13.6 AllGrid Energy may assign any rights or benefits under any Contract or these T&Cs or any Contract to any third party.

13.7 The Customer may only assign any rights or benefits under any Contract or these T&Cs or any Contract with AllGrid Energy's prior written consent.

13.8 These T&Cs and any Contract will be governed by the law of the state in which Supplier's address is located.

13.9 In these T&Cs:

- (a) the headings will not affect interpretation of these T&Cs;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) any other grammatical form of a word or expression defined in these T&Cs has a corresponding meaning;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, corporation or instrumentality or any other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments or replacements;
- (h) a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act; (
- i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;
- (k) any undertaking by a party not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these T&Cs or any part of these T&Cs; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.

CUSTOMER'S INTENTION TO CANCEL ORDER / CONTRACT

TO: ALLGRID ENERGY PTY LTD ADDRESS: 21 SMALLWOOD STREET UNDERWOOD QLD 4119

EMAIL: Hello@allgrid.energy FACSIMILE: 07 3041 6011 DATE: (please note that this date must be within the 10 business day cooling off period (where applicable) and be received by us either via email, facsimile transmission or postal service before the expiry of 10 business days from date of the Order Form if provided to you in person or the date that the Order Form was provided to you by any other means.