



MG ENERGY

1. Definitions

Additional Charge means:

- (a) fees or charges for additional work performed at the Customer's request or reasonably required as a result of the Customer's conduct, calculated in accordance with the Supplier's then current prices; and
- (b) expenses incurred by the Supplier, at the Customer's request or reasonably required as a result of the Customer's conduct.

Business Day means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out or the Goods are provided.

Customer means the person identified on the Purchaser Order as the customer and includes the Customer's agents and permitted assigns.

Goods means any goods supplied by the Supplier.

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trademarks, patents and registered designs.

Loss includes, but is not limited to, costs (including party to party legal costs and the Supplier's legal costs), expenses, lost profits, award of damages, personal injury and property damage.

Purchase Order means a purchase order placed by a Customer for the Goods on our Website.

PPS Law means:

- (a) the Personal Property Securities Act 2009 (Cth) (**PPS Act**) and any regulation made at any time under the PPS Act (each as amended from time to time); and

- (b) any amendment made at any time to any other legislation as a consequence of a PPS Law.

Purchase Price means a written description of the Goods to be provided, an estimate of the Supplier's charges as detailed on the Website.

Supplier means Microgrid Energy Australia Pty Ltd.

Website means www.microgridenergy.com.au.

2. General

2.1. These terms and conditions (**Terms**) apply to all transactions between the Customer and the Supplier relating to the provision of Goods. This includes all quotations, contracts and variations. These Terms precedence over terms of conditions contained in any document of the Customer or elsewhere.

2.2. The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.

2.3. The Supplier may amend any details in a Purchaser Order by notice in writing to the Customer. Such amended details supersede any relevant prior detail in dealings between the parties.

3. Orders

3.1. A Purchase Order will only be deemed to be placed by the Customer if the Purchase Order clearly identifies the Goods ordered and the Supplier's Purchase Price. Any costs incurred by the Supplier in reliance on incorrect or inadequate information provided by the Customer in a Purchase Order may result in the imposition of an Additional Charge. Further all Purchaser Orders made are subject to the Goods being available.



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- 3.2. Purchase Orders must specify the required date of delivery.
 - 3.3. Placement of a Purchase Order by the Customer signifies acceptance by the Customer of these Terms and the most recent Purchase Price provided by the Supplier relating to that Purchase Order.
 - 3.4. The Supplier may in its absolute discretion refuse to provide Goods where:
 - 3.5. Goods are unavailable for any reason whatsoever;
 - 3.6. credit limits cannot be agreed upon or have been exceeded; or
 - 3.7. payment for Goods previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of the Supplier, associated with the Customer under the same or another supply contract, has not been received by the Supplier.
 - 3.8. A Purchase Order cannot be cancelled without the prior written consent of the Supplier. Where a Purchase Order is cancelled, the Customer indemnifies the Supplier against any Losses incurred by the Supplier as a result of the cancellation. This includes, but is not limited to, loss of profit from other orders foregone as a result of the scheduling of the Purchase Order which is subsequently cancelled.
- 4.3. All amounts are stated in Australian dollars. All Purchase Price include Australian GST (where applicable).
 - 4.4. The Customer must pay for the product or products by way of direct debit as set out the Website. Your payment will be processed upon receipt of your Purchase Order.
 - 4.5. The Customer must not pay, or attempt to pay, for a Purchase Order through any fraudulent or unlawful means. If your payment is not able to be successfully processed, then your Purchase Order may be cancelled.
 - 4.5.1. The Customer is not entitled to retain any money owing to the Supplier regardless of any default or alleged default by the Supplier of these terms of trade, including (but not limited to) the supply of allegedly faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods or Services. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law (**ACL**).
 - 4.5.2. The Customer and the Supplier agree to comply with their obligations in relation to Goods and Services Tax (**GST**) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.

4. Price and Payments

- 4.1. You agree to pay the Purchase Price specified on the Website at the time that you place your Purchase Order for the purchase of the Goods, plus any applicable delivery and insurance charges based on the delivery options selected by the Customer or its agent.
- 4.2. Any delivery and insurance charges will be separately shown. The amount payable by the Customer will be the amount set out in the Purchase Order.

5. Additional Charges

- 5.1. The Supplier may require the Customer to pay Additional Charges in respect of costs incurred by the Supplier as a result of reliance on inadequate or incorrect information or material provided by the Customer or information or material supplied later than required by the Supplier in Purchase Order for it to provide the Goods.

6. Acceptance of Goods



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- 6.1. If the Customer fails to advise the Supplier in writing of any fault in Goods or failure of Goods to accord with the Customer's Purchase Order within 48 hours of delivery, the Customer is deemed to have accepted the Goods and to have accepted that the Goods are not faulty and accord with the Customer's Purchase Order. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the ACL.

7. Delivery

- 7.1. The must ensure that the Purchase Order clearly states the delivery address for the Goods.
- 7.2. If the Supplier, or our third-party delivery service provider cannot deliver your Goods because of an incorrect delivery address, you provide a PO Box address, no one in attendance to sign for delivery or for another reason, you are required to collect it from the warehouse. If you do not want to or cannot collect the items from the warehouse, the order will be returned to the Supplier, and you will be refunded (less the shipping costs).
- 7.3. The Supplier will endeavor to dispatch the Goods with two to three (2-3) Business Days from receipt of your Purchase Order and Purchase Price.
- 7.4. The Supplier will deliver the Goods to the place of delivery you specify in your Purchase Order. We do not deliver to Post Office Box addresses.
- 7.5. If you need to change the delivery address, you must notify us within 24 hours of placing your Purchase Order. We will use reasonable efforts to deliver the Goods to the updated address; however, the Supplier does not guarantee that delivery to the new address will be possible.

8. Title and risk

- 8.1. Title in the Goods will not pass to you until the later of delivery and payment has been processed or otherwise

received by the Supplier. Risk of loss, damage or deterioration to any Goods will pass to you once the Goods is delivered to the address you provide in the Purchase Order or any new delivery address provided by the Customer in writing.

9. Intellectual Property Rights

- 9.1. The Supplier owns all the Intellectual Property Rights and any works created by the Supplier on behalf of the Customer vest in and remains the property of the Supplier. Further, the Customer indemnifies and agrees to keep indemnified the Supplier against all Losses incurred by the Supplier in relation to or in any way directly or indirectly connected with any breach of any other Intellectual Property Rights in relation to any material supplied by the Customer.
- 9.2. Subject to payment of all invoices due in respect of the Goods, the Supplier grants to the Customer a perpetual, non-exclusive licence to use the works created or produced by the Supplier in connection with the provision of Goods under these Terms for the purposes contemplated by the Purchase Order.

10. Dispute

- 10.1. If a dispute arises between the Customer and the Supplier, the following procedure applies:
 - 10.1.1. The complainant must tell the respondent in writing the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Supplier and Customer agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
 - 10.1.2. If the Supplier and Customer cannot agree how to resolve the dispute at the Initial Meeting, the parties expressly agree to endeavour to settle the dispute by mediation administered by the



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Australian Commercial Disputes Centre (**ACDC**) before having recourse to arbitration or litigation. The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation (**Guidelines**) which operate at the time the matter is referred to ACDC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these terms of trade. This paragraph survives termination of these Terms.

11. Exclusions and limitation of liability

11.1. The Customer expressly agrees that use of the Goods is at the Customer's risk. To the full extent allowed by law, the Supplier's liability for breach of any term implied into these Terms by any law is excluded.

11.2. All information, specifications and samples provided by the Supplier in relation to the Goods are approximations only and, subject to any guarantees under the ACL, small deviations or slight variations from them which do not substantially affect the Customer's use of the Goods will not entitle the Customer to reject the Goods upon delivery or to make any claim in respect of them.

11.3. Under no circumstances is the Supplier or any of its suppliers 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. This includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:

- i. any Goods supplied to the Customer;

- ii. any delay in supply of the Goods; or

- iii. any failure to supply the Goods.

11.4. Any advice, recommendation, information, assistance or service given by the Supplier in relation to Goods, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. The Supplier does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.

11.5. To the fullest extent permissible at law, the Supplier is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods, or otherwise arising out of the provision of Goods, whether based on these Terms, negligence, strict liability or otherwise, even if the Supplier has been advised of the possibility of damages.

11.6. The ACL may give to the Customer certain consumer guarantees, which cannot be restricted, limited or varied.

12. Warranties:

12.1. The Supplier provides a warranty for Goods where the original manufacturer is based overseas and does not have an Australian presence.

12.2. If a warranty applies, the details will be provided with the Goods. Warranties are provided to the original purchaser only and are not transferable.

12.3. Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or



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refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

12.4. Where a manufacturer provides a warranty, the Goods will be supplied with the applicable manufacturer's warranty. Warranty documentation will be included with the Goods. If you do not receive this documentation, please contact us using the details provided at the end of these Terms. The manufacturer's warranty is in addition to, and may overlap with, your rights and remedies under applicable law, including any Consumer Guarantees.

12.5. If the Customer is entitled to a refund, it will be processed only after we receive evidence of the faulty Goods, or once the product has been returned to our warehouse, inspected, and assessed as eligible for a refund in accordance with these Terms.

12.6. Refunds will be issued using the same payment method used for the original purchase. Please note that the Supplier reserve the right to deduct the cost of any missing parts from the refund amount. The Supplier will contact you to discuss any such deductions.

13. Installation:

13.1. The Supplier reserves the right, in its sole discretion, to reject the return of any Goods that has been used, connected, installed, or subject to an attempted connection or installation. We will not refund or replace any Goods that has been damaged due to mishandling, accidental damage, misuse, or use inconsistent with the Good's intended purpose. This also includes Goods that have been altered, modified, tampered with, contaminated by

foreign matter or materials, or incorrectly charged.

13.2. For the avoidance of doubt, the Supplier does not provide installation services and accepts no responsibility for the improper or inadequate installation of the Goods by any third party.

14. Indemnity

14.1. The Customer indemnifies and keeps indemnified the Supplier, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against the Supplier or, for which the Supplier is liable, in connection with any Loss arising from or incidental to the provision of Goods or any Purchase Order or the subject matter of these Terms.

14.2. This includes, but is not limited to, any legal costs incurred by the Supplier in relation to meeting any claim or demand or any party or party legal costs for which the Supplier is liable in connection with any such claim or demand.

14.3. This provision remains in force after the termination of these Terms.

15. Variations

15.1. These Terms may be amended from time to time. Your purchase from us following such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Terms before purchasing any Goods.

16. General

16.1. The Supplier is committed to handling your personal information in accordance with the Australian Privacy Principles under the *Privacy*



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Act 1988 (Cth) and any other applicable privacy laws or codes. We will only collect, use, and disclose your information as permitted by law.

16.2. Although we strive to ensure the content on our website is current and accurate, we make no guarantees or representations, express or implied, regarding the reliability, accuracy, suitability, or completeness of any materials, data, images, or information found on the site. You acknowledge that errors or omissions may exist and, to the extent permitted by law, we disclaim liability for any such inaccuracies.

16.3. The Supplier may, at our sole discretion and without prior notice, refuse to supply products, suspend or cancel your account, or terminate our agreement with you. This may occur if:

- (i) you commit a breach of these Business Terms that cannot be remedied;
- (ii) you fail to remedy a breach that is capable of being remedied within 14 days of receiving notice from us.

16.4. Where applicable, GST will be included and itemised in our pricing and invoices. By accepting these Terms, you agree to pay any applicable GST in addition to the listed price of the products.

16.5. These Terms are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.

16.6. The Supplier will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control, including but not limited to natural disasters, labour disputes, or governmental actions.

16.7. Any notices or communications under these Terms must be made in writing and delivered via email, postal mail, the relevant party's last known contact details. Notices will be deemed received upon successful delivery.

16.8. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

16.9. These Terms will supersede all oral and written negotiations and communications by and on behalf of either of the parties.

16.10. These Terms are governed by the laws of the state or territory where the Supplier's registered office is situated in the state of Victoria and each party irrevocably submits to the exclusive jurisdiction of the Courts of that state of Victoria.

For any questions or notice, please contact us at: info@microgridenergy.com.au