

THUNDERGRID LIMITED TERMS AND CONDITIONS OF SALE [SML BUSINESS]**1. GENERAL**

1.1 These terms and conditions (as varied from time to time pursuant to clause 26) ("Terms") govern the supply of goods, software, documentation and services including but not limited to charge point management services and or subscription services ("Goods/Services") by Thundergrid Limited 6350293 ("TG") to any person who has indicated their acceptance of and intention to be bound by these Terms in relation to such supply, whether such acceptance is in writing or otherwise ("Customer"). Collectively TG and the Customer are referred to in this Agreement as a ("Party") or ("Parties")

1.2 If, at any time, (a) the Customer requests that TG supply to the Customer Goods/Services and TG accepts such request in writing; or (b) TG issues to the Customer a TG Quotation or other document under which TG offers to supply Goods/Services to the Customer and the Customer executes that Quotation or document or issue a purchase order to TG (in each case, a "Purchase Request"), these Terms will apply and constitute a binding agreement between TG and the Customer in respect of the Goods/Services that are the subject of the Purchase Request (the "Agreement").

1.3 Unless otherwise agreed in writing by TG and the Customer in respect of a Purchase Request, the terms of the Agreement will prevail over any terms and conditions (including, without limitation, any purchase order) issued by the Customer and such terms and conditions will be of no effect.

1.4 In these Terms: (a) "Goods" in relation to a Purchase Request means the goods that are the subject of the Purchase Request; (b) "Services" in relation to a Purchase Request means the services that are the subject of the Purchase Request; and (c) "Confidential Information" of a Party ("Discloser") means any information, whenever disclosed, relating to the business, know-how, products, services, customers, suppliers or other affairs of the Discloser or any members of its Group (including any such information made available to the Discloser by any third party) but excluding any information which is: (i) publicly known or becomes publicly known other than by breach of the Agreement or any other obligation of confidentiality; (ii) disclosed to the other Party without restriction by a third party and without any breach of confidentiality by the third party; or (iii) developed independently by the other Party without reliance on any of the Discloser's Confidential Information; (d) "Group" means, in relation to a body corporate, that body corporate and all its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)); and (e) "Software" means the software that is the subject of the Purchase Request or which otherwise forms part of the Goods that are the subject of the Purchase Request; and (f) "Documentation" means the documentation relating to and which accompanies the Software; and (g) "Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

1.5 The term of this Agreement will be as listed on the Purchase Request, failing which by mutual agreement in writing, the term will be 24 months from the date the Purchase Request was accepted ("the Term"). If on conclusion of the Term, the Agreement is not terminated, the Parties agree in writing the Agreement will become a month to month rolling term in which either Party can cancel by giving the other Party once months written notice.

2. PRICE

2.1 The price payable by the Customer for the Goods/Services is the price set out in the relevant Purchase Request or otherwise agreed by TG and Customer in relation to the Purchase Request,

2.2 Unless otherwise stated in writing by TG, all prices quoted are expressed before the addition of any taxes (including Goods and Services Tax) ("GST") and are exclusive of all such amounts which TG is obliged to bear pursuant to the relevant Incoterm applying under clause 4.1.

2.3 If GST is payable on any supply made under or in accordance with the Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST. Payment of the additional amount must be made at the same time that payment for the taxable supply is required to be made in accordance with the Agreement.

3. PAYMENT

3.1 The Customer is required to make payment of all undisputed amounts due to TG (without set off, counterclaim or any deduction) as stated in the relevant invoice, within thirty (30) days from the date of invoice.

3.2 If the Customer fails to make payment in accordance with this clause 3, after demand for payment by TG, provided reasonable written notice has been given to make the payment owing, all amounts owing by the Customer to TG on any account shall immediately become due and payable.

3.3 TG may suspend or cancel deliveries of Goods/Services to any Customer on written notice to the Customer (or where the Goods have been delivered, may take reasonable action to retrieve the Goods), where the Customer has failed to pay any overdue amount after L+G has notified customer payment is overdue.

3.4 In addition to TG's other rights under the Agreement, where undisputed payments are not made by the Customer by the due date, interest will be payable on any of the amounts owing due and payable but unpaid, from and including the due date for payment to the date of actual payment. The rate of such interest shall be at the annual rate of 2% above the prevailing Commonwealth Bank of Australia Overdraft Index Rate (monthly charging cycle). Interest will accrue daily, from the date payment became overdue until TG has received payment of the overdue amount together with interest that has accrued.

3.5 Time is of the essence in respect of all the Customer's payment obligations.

3.6 Where applicable, the Customer acknowledges and agrees that any disbursements of funds for cost recover services may take up to 90 days. TG may deduct transaction fees as appropriate) as agreed and separately set out in any special conditions agreed between the Parties in writing.

4. DELIVERY AND RISK

4.1 Goods ordered for delivery to the Customer's premises within Australia are supplied and delivered on a "Delivered Duty Paid ("DDP 2020") to the extent permitted by Australian Consumer Law. All Goods ordered for delivery to Customer's premises outside of Australia are supplied and delivered "Free on Board ("FOB)" under Incoterms 2020, unless the Parties agree otherwise in writing and to the extent permitted by the Australian Consumer Law. In each case, until the Goods have been paid for in full, the Customer must: (a) procure and maintain comprehensive insurance with a reputable insurer to cover the Goods to at least their contract value; and (b) hold the Goods as fiduciary for TG in a manner that clearly shows the ownership of TG.

4.2 If a delivery date is specified, TG will use its best endeavour to deliver within the time so specified except as otherwise mutually agreed between the Parties.

4.3 TG reserves the right to make part deliveries of Goods referred to in the relevant Purchase Request and each part delivery shall constitute a separate sale of Goods upon the terms of the Agreement.

4.4 The Customer must inspect all Goods upon delivery and must give notice TG of any defect, matter or thing by which the Customer alleges that the Goods are not in accordance with the relevant Purchase Request within seven (7) days of delivery to the Customer. Failing such notice and, to the extent permitted by the Australian Consumer Law, the Goods are deemed to have been delivered and accepted by the Customer and the quantity, description, date, time and place of delivery as indicated on TG's invoice or delivery docket or copies thereof shall be deemed to be conclusive evidence of quantity, description, date, time and place of delivery of Goods. Such acceptance is subject to, and not a waiver by the Customer of, any rights and remedies available to it under applicable law including, but not limited to the Australian Consumer Law.

4.5 Except that nothing in these Terms applies where it would exclude, restrict or modify any right or remedy of Customer under the Australian Consumer Law that cannot be lawfully excluded, restricted or modified, to the extent permitted by the Australian Consumer Law, claims arising from alleged defects or discrepancies in the quantity, description, date, time and place of delivery of the Goods (as described in clause 4.4), will not be accepted unless notified to TG within seven (7) days of delivery to the Customer.

4.6 The risk in the Goods will pass to the Customer upon delivery.

5. SOFTWARE AND DOCUMENTATION

5.1 The Software shall either be integrated into the Goods/Services or delivered to the Customer with the relevant Documentation in the form and number as delivered by the third party supplier of the Software to TG. All third party supplied Software and Documentation is supplied to the Customer and are subject to the third party supplier's terms of delivery and licensing conditions.

5.2 Except that nothing in these Terms applies where it would exclude, restrict or modify any right or remedy of the Customer under the Australian Consumer Law that cannot be lawfully excluded, restricted or modified, the Customer must not use or make available to any person the Software or Documentation for any purpose other than the purpose for which TG supplies the Software and Documentation.

5.3 The Software and Documentation is provided on an "as is" basis and in the format and data medium made available by the third party supplier.

5.4 TG warrants that the Software will conform in all respects to its specification for a period of 90 days (or such longer period agreed by the Parties in writing) starting from the delivery of the Software.

5.5 For the purposes of this clause 5, other members of TG's related entities belonging to the Landis+Gyr Group are deemed to be third parties. Landis + Gyr Group means Landis+Gyr AG (Switzerland), its subsidiary companies, and any company controlled by or under the common control of Landis+Gyr AG.

6. CANCELLATIONS

6.1 The supply of Goods/Services under an accepted Purchase Request may only be cancelled or varied by the Customer if Customer agrees to pay TG's reasonable additional payments for costs incurred by TG connection with any change or cancellation of a Purchase Request and such a change or cancellation is accepted in writing by TG.

7. RETURN OF GOODS

7.1 Except that nothing in these Terms applies where it would exclude, restrict or modify any right or remedy of the Customer under the Australian Consumer Law that cannot be lawfully excluded, restricted or modified, and subject to clause 7.3, acceptance of returns of Goods (other than for breach of a consumer guarantee under Australian Consumer Law if applicable) for credit will be at the sole discretion of TG and will only be considered when: (a) the attempted return is made by the Customer; (b) the Goods were purchased from TG and the relevant invoice is quoted; (c) the Goods are in original condition; (d) freight for the Goods sought to be returned is prepaid; and (e) the return is requested by the Customer within three (3) months from the date of delivery of the relevant Goods.

7.2 Except for returns made due to a breach of a consumer guarantee under Australian Consumer Law if applicable, where TG accept a return request, a handling charge of twenty five percent (25%) of the original price of the Goods will be payable by the Customer to TG.

7.3 TG is not obliged to accept the return of Goods (other than for breach of a consumer guarantee under Australian Consumer Law if applicable) for credit where such Goods were constructed, modified or specially altered in accordance with specifications, instructions or directions provided by the Customer or were otherwise customised for the Customer

8. TITLE

8.1 Legal and equitable title to any of the Goods shall only pass to the Customer upon receipt of payment in full (without set off, counterclaim or any deduction) by TG of all amounts which are owing by the Customer in relation to the Goods.

8.2 The Customer acknowledges that it is in possession of the Goods solely as bailee until the time that title passes as described in clause 8.1 and until that time: (a) the Customer is entitled to sell the Goods but only in the ordinary course of business; (b) the Customer must not encumber or otherwise charge the Goods; (c) the Customer shall be fully responsible for any loss or damage to the Goods whatsoever and howsoever caused following delivery except to the extent that such loss or damage is due to TG's or its officers', employees', agents' or contractors' breach of these Terms, , fraud, negligence or willful misconduct; (d) the Customer shall store the Goods separately from its own goods and those of any other Party and in a manner which clearly identifies the Goods, whether as separate chattels or as components, as the property of TG; and (e) if the Goods are sold, the Customer shall hold the proceeds of sale on trust for TG and identified as such in the books of the Customer and shall account to TG for those proceeds of sale failing which TG is entitled to maintain an action for the proceeds of sale of any of the Goods by the Customer.

8.3 Receipt by TG of any cheque, other bill of exchange or electronic funds transfer shall not be deemed to be payment until the same has been honoured or cleared.

8.4 In addition to the rights granted to TG above, if: (a) any amount due by the Customer to TG in respect of the Goods remains unpaid thirty (30) days after the due date on which it first became due and payable; (b) the Customer becomes insolvent or makes an assignment for the benefit of its creditors; or (c) the Customer is placed under official administration in respect of any of its assets, then TG may with notice to the Customer take reasonable action to retrieve the Goods for which TG has not received payment in full wherever they are located and TG is entitled to recover the reasonable cost of that repossession from the Customer as a debt due.

9. WARRANTIES

9.1 Subject to clauses 9.2, 9.3, 9.4, 9.6 and 9.9.9, TG will repair or replace, at its option, any Goods or part of the Goods which are materially defective due to faulty design, material or workmanship where the defect appears within twenty four (24) months after the date of delivery of the relevant Goods ("Express Warranty"). If the date of completion of any repair or replacement of any Goods or part of the Goods under the Express Warranty occurs more than six (6) months after the date of delivery of the relevant Goods, the period of the Express Warranty for those Goods will be extended such that the Express Warranty continues for a period of six (6) months after the date of completion of the repair or the replacement of the relevant Goods.

9.2 The Express Warranty will only apply: (a) to Goods which have been manufactured by TG; and (b) to Goods which have been installed, maintained, used and protected in accordance with specifications issued by TG from time to time for the Goods (including any related Software or firmware).

9.3 To be entitled to claim the Express Warranty, the Customer must (a) have complied with, and have used the Goods (including any related Software) in accordance with all applicable laws, regulations, industry standards, codes and rules; (b) have used the Goods (including any related Software) under normal conditions; (c) comply with the procedure set out in clause 9.8.

9.4 The Express Warranty will not apply: (a) where the defect in the Goods was caused by the failure of the Customer to follow the technical instructions of TG published from time to time concerning use of the Goods (including any related Software); (b) where the defect in the Goods was caused by any improper handling or installation of the Goods (including any related Software) or otherwise by a person other than TG; or (c) where the defect has been disclosed as a feature or limitation of the Goods by TG to Customer prior to purchase.

9.5 Except that nothing in this clause excludes, restricts or modifies rights or remedies that cannot be lawfully excluded, restricted or modified under Australian Consumer Law, (a) subject to clauses 129.6 9.6 and 9.99.9, all other warranties, guarantees, conditions, terms, representations and undertakings, whether implied statutory or otherwise, are hereby excluded including without limitation, guarantees relating to non-infringement, fitness for a particular purpose and goods being of acceptable quality; (b) the Goods/Services are provided "as is" and on an "as available" basis without any representation or endorsement made and without warranty of any kind, whether expressed or implied, and use and reliance upon such Goods/Services is solely at the Customer's own risk.

9.6 Certain legislation, including the Australian Consumer Law, may imply warranties or conditions or impose obligations upon TG which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The Agreement must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which TG is able to do so, its liability under those provisions will be limited, at its option: (a) in the case of Goods to: (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the Goods repaired; or (b) in the case of services to: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

9.7 The Customer warrants that it has used its own expertise and knowledge in selecting the relevant Goods/Services for purchase and assessing their fitness for the Customer's required purpose, and that to the full extent permitted by law and subject to clauses 9.6 and 9.99.9, has not relied on any representations made by TG other than as set out in the Agreement in doing so.

9.8 In order to claim the Express Warranty, the Customer must (a) notify TG in writing of the defect in the Goods within seven (7) days of the first person to become aware of the defect becoming so aware; and (b) within seven (7) days of the notice being provided under (a) send the defective Goods to TG at Customer's cost provided TG (acting reasonably) has agreed in writing to accept the Goods. The notification under (a) and defective Goods under (b) may be sent to TG's address as set out in the delivery note provided by TG to the Customer at the time of delivering the Goods. TG will then investigate the claim and determine whether the Customer is entitled to claim the Express Warranty under the Agreement. Unless otherwise required by law, the costs of delivery of the Goods that are or are sought to be the subject of the Express Warranty will be borne by the Customer.

9.9 To the extent that the Customer is deemed to be "acquiring goods as a consumer" and the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption pursuant to the Australian Consumer Law: (a) the benefits to the Customer given by the Express Warranty are in addition to other rights and remedies of the Customer under a law in relation to the Goods to which the Express Warranty relates; and (b) the Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is 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. Terms used in this clause 9.9 have the meaning given by the Australian Consumer Law.

9.10 Where the Goods/Services have been manufactured or procured from a third party, TG will use reasonable efforts to assign to the Customer, the benefits of the express warranties given by the third party in respect of such Goods/Services. TG may also be required at times to slow down the charging speed of the Goods and connected Goods should the grid or upstream power supply require flexibility response services to prevent brown out occurrences ("Rare Event(s)"). TG will use best commercial efforts to ensure that the Goods are fully charged outside of these Rare Events.

9.11 The Parties agree that any removal of Goods from a Customer site pursuant to this clause 9 and associated installation and or shipping costs will be at the reasonable cost of the Customer.

9.12 In respect of any rectification work provided on the Goods under Express Warranty, there will be an additional separate warranty period for the remainder of the Express Warranty period provided or an additional six (6) months, whichever is greater, to commence on the date rectification or replacement of the Goods is completed.

9.13 The Customer warrants that all information provided by it to TG in connection with this Agreement is accurate, complete and up to date.

10. REPAIRS

10.1 The Customer may from time to time present Goods to TG for repair (including as contemplated in clause 9). In these Terms, TG gives notice to the Customer, and the Customer acknowledges and agrees, that:

(a) during the process of repair of the Goods, some or all of the data stored on the Goods may be lost and the Customer should therefore ensure that the Customer has saved such data elsewhere prior to repair;

(b) Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired; and

(c) refurbished parts may be used to repair the Goods.

The Customer further acknowledges and agrees that each time the Customer presents Goods to TG for repair, TG is deemed to give notice to the Customer of the matters in paragraphs (a), (b) and (c) and TG accepts such Goods from the Customer in reliance on the Customer's acknowledgement of and agreement to those matters.

11. PROPRIETARY RIGHTS

11.1 As between the Customer and TG, TG retains all rights, title and interest in and to any trade mark, copyright, patent or patent application, know-how, design, utility model, brand name and any other intellectual property or right of a proprietary nature (whether registered or unregistered) in or connected to the Goods/Services and the manufacture of the Goods (including TG's technology, know-how and processes used in the manufacture of the Goods) and to any reports, manuals, specifications or materials prepared or made available by TG ("Intellectual Property").

11.2 The Customer acknowledges that the Intellectual Property is licensed to or owned by TG and forms valuable information and/or property of TG. Except as expressly set out in these Terms, no right or licence in Intellectual Property is transferred or granted to the Customer.

12. LIMITATION OF LIABILITY

12.1 Notwithstanding any other clause under the Agreement, and without limiting the obligation of Customer to pay for the Goods/Services, a Party shall under no circumstances be liable to the other Party for any loss of profits, revenue, interest or goodwill, loss or corruption of data, loss of or interruption to the Customer's business, or economic, special, indirect or consequential loss or damage, whether in contract, tort (including negligence), for breach of warranty, under any indemnity, under statute, in equity or otherwise.

12.2 Except that nothing in this clause limits Indemnifying Party liability under clauses 12.13.1(a), (b), (d),(e) and Customer's liability under clause 13.1(c), and except that nothing in these Terms applies where it would exclude, restrict or modify any right or remedy of Customer under Australian Consumer Law that cannot lawfully be excluded, restricted or modified, to the maximum extent permitted by law, a Party's liability to the other Party (whether in contract, tort (including negligence), for breach of warranty, under statute, under any indemnity, in equity or otherwise) in connection with or arising out of the supply of the Goods/Services will not in any circumstances exceed: (a) where

the liability arises from the supply of the Goods, the purchase price for those Goods paid by the Customer; (b) where the liability arises from the supply or license of Software or Documentation, the price for the supply or license of Software and Documentation paid by the Customer; and (c) where the liability arises from the supply of the Services, the price paid for those Services by the Customer.

12.3 If any of the Goods/Services ("Infringing Item") infringe any intellectual property right of any third party, TG must indemnify the Customer against any damages awarded against the Customer as a result of any claim relating to such infringement and any liability under any settlement of any such claim negotiated in accordance with this clause 12.3, subject to the following conditions:

(a) the Customer must promptly notify TG in writing of any such claim of which it has notice;

(b) the Customer must not make any admissions in relation to the claim without the prior written consent of TG;

(c) the Customer, at TG's request and expense, must allow TG to conduct and settle (or control the conduct and settlement of) all negotiations and litigation resulting from any such claim;

(d) at all times in relation to the claim, Customer must act in accordance with the reasonable instructions of TG and, at the request of TG, afford all reasonable assistance with all negotiations or litigation; and

(e) any legal costs awarded to the Customer as a result of any litigation in relation to the claim are to be for the account of TG and, if paid to the Customer, must be paid by the Customer to TG immediately on receipt by the Customer.

12.4 TG is entitled to:

(a) replace or change the Infringing Item so as to avoid continuing an infringement or potential infringement referred to in clause 12.3 and the Customer must accept such replaced or changed component provided that none of the features or functions of the Infringing Item, as replaced or changed, are substantially adversely affected; or

(b) obtain, at the TG's cost, a right for the Customer to continue using the Infringing Item.

12.5 TG has no obligation under clause 12.3 or 12.4 to the extent that an alleged infringement arises from:

(a) the Customer's use of the Infringing Item after the Customer has been informed by the TG that alterations or modifications are required to avoid such claims;

(b) any alteration or modifications made to the Infringing Item without TG's approval;

(c) the Customer's use of the Infringing Item in combination with any equipment, products, processes or materials if the infringement in question would have been avoided without such use;

(d) use of the Infringing Item other than as directed or approved by TG in writing or otherwise in any manner not contemplated by the Agreement;

(e) any breach of any of the terms of the Agreement or any negligence, wilful misconduct, or fraudulent act or omission by the Customer; or

(f) TG's use of, or compliance with, any designs, specifications, materials, information or instructions provided by the Customer or any third party,

and the Customer must indemnify TG against all costs, claims, losses, damages, demands and expenses (including all legal costs, fees and expenses) arising directly or indirectly out of any claims referred to in this clause 12.5.

12.6 To the fullest extent allowed by law, the provisions of clauses 12.3 and 12.4 are the Customer's sole and exclusive remedy for any infringement, or claim of any infringement, referred to in clause 12.3.

13. INDEMNITY

13.1 Subject to clause 13.2, a Party ("Indemnifying Party") indemnifies the other Party ("Indemnified Party") from and against all liability, costs, losses, damages, claims (including third party claims), expenses (including reasonable legal fees) or judgments arising out of or in connection with:

(a) any breach of clause 15 (confidentiality) by the Indemnifying Party (or its personnel, contractors or agents);

(b) infringement or misappropriation of the Indemnified Party's or its licensor's intellectual property rights by the Indemnifying Party (or its personnel, contractors or agents);

(c) any misrepresentation or similar act by the Indemnifying Party (or its personnel, contractors or agents) in relation to the Goods/Services;

(d) the death or personal injury of any person caused or contributed to by the Indemnifying Party (or its personnel, contractors or agents); or

(e) any fraud or wilful misconduct by an Indemnifying Party (or its personnel, contractors or agents).

13.2 The Indemnifying Party's liability under or in connection with an indemnity in clause **Error! Reference source not found.**13.1 is reduced to the extent that the Indemnified Party caused or contributed to the liability, cost, loss, damage, claim, expense or judgment.

14. FORCE MAJEURE

14.1 If a Party's supply or business is interrupted or restricted as a result of any strike, lockout, industrial dispute, war, riot, civil disorder, fire, explosion, flood, accident, plant breakdown, government intervention or any other cause beyond that party's reasonable control, that party is entitled to suspend, reduce and/or cancel delivery of Goods/Services during such period of interruption or restriction without liability.

14.2 Either Party shall be entitled by giving written notice to the other to terminate any agreement or contract under the Agreement without prejudice to any of their accrued rights should such period of interruption or restriction under clause 14.1 continue for more than ninety (90) days.

14.3 Both Parties will use reasonable endeavours to resume supply where reasonably possible.

15. CONFIDENTIALITY

15.1 Except as permitted or required by the Agreement, each Party must not without the other Party's express prior written consent, use or disclose to any other person, any of the other Party's Confidential Information.

15.2 Each Party may disclose the Confidential Information of the other Party when required to do so by law or any regulatory authority, including any stock exchange on which it or any other member of its Group is listed.

15.3 Each Party may disclose the Confidential Information of the other Party to its personnel whose duties reasonably require such disclosure, on condition that the Party making such disclosure ensures that each such person to whom such disclosure is made: (a) is informed of the confidentiality of the information; and (b) complies with the obligations of confidentiality under the Agreement as if they were bound by them.

15.4 Neither Party may disclose the terms of the Agreement to any person except in accordance with the provisions of clauses 15.2 or 15.3 above.

15.5 Each Party must establish and maintain effective security measures to prevent any unauthorised use or disclosure of, or unauthorised access, loss or damage to, the Confidential Information of the other Party.

16. EXPORT

16.1 Goods/Services supplied by TG to the Customer are intended for use only in Australia. In the event of re-export, compliance with the legal export regulations of Australia and/or the relevant country of manufacture or origin of the Goods/Services and any other country through which the Goods/Services subsequently pass, is the responsibility of the Customer.

16.2 The Customer must not, and may not permit a third party to, export, re-export or otherwise transfer the Goods/Services to any US sanctioned or embargoed nation or person. The Customer understands and agrees that the Goods/Services may be subject to US export control laws and regulations and export or import regulations in other countries and that compliance with all such laws and regulations is the responsibility of the Customer.

17. PERMITS, APPROVALS

17.1 The Customer warrants that it holds all licences, permits and approvals necessary to purchase and/or license and use the Goods/Services and that no restriction of any kind prevents the Customer from entering into any agreement or arrangement for the purchase and/or license or resale of the Goods/ Services.

17.2 The Customer represents and warrants that the Purchase Request has been properly authorised.

18. RESALE

18.1 The Customer must not resell or permit the resale or sub-license of any / Services to another Party without TG's prior written consent:

18.2 Subject to clauses 18.3 and 18.4, the Customer may resell Goods if the Customer is:

- (a) a person who is properly qualified to install the Goods ("**Qualified Installer**"); or
- (b) a person who is in the business of selling the Goods to Qualified Installers ("**Wholesalers**").

18.3 A Customer who is a Qualified Installer or a Wholesaler is permitted to resell Goods only if:

- (a) such resale is to an end user of the Goods ("**End User**") in Australia or to a Qualified Installer for resale to an End User; and
- (b) the Goods are re-sold by Customer without any modification of any kind (including, without limitation, by removing, modifying or covering up any labelling or trade marks on the Goods, or by re-branding or co-branding the Goods).

18.4 Without limiting any other provision in this clause 18:

- (a) in no circumstances may the Customer resell or permit resale of any Goods using online means: and
- (b) the Customer must not permit any (i) resale of Goods by any End User, or (ii) resale of Goods which have previously been installed.

19. OTHER DESCRIPTIVE DOCUMENTS

19.1 All descriptive specifications, drawings, illustrations, data, dimensions, weights and particulars of the Goods/Services which may be submitted by TG (in catalogues, advertising materials or otherwise) are approximate only and are intended merely to present a general idea of the Goods/Services described therein and none shall form part of the Agreement (unless otherwise agreed in writing between the Parties).

20. TERMINATION

20.1 A Party may terminate the Agreement for the supply of Goods/Services immediately by written notice to the other Party if: a) the other Party breaches any of its obligations under any the Agreement or any other agreement between the Parties, and does not rectify the failure (where the failure is rectifiable) within fourteen (14) days of notice; or b) a receiver, receiver and manager, administrator, trustee, mortgagee or similar official is appointed over any of the assets or undertakings of the other Party, any application, order, or steps are made or taken to pass a resolution for the liquidation of the other Party; or c) the other Party enters or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them.

20.2 A Party may terminate the Agreement upon twenty (20) days notice to the other Party for any reason.

21. COMPLIANCE

21.1 The Parties must comply with all applicable laws, regulations, industry standards, codes and rules concerning the Goods/Services, including in relation to any installation or maintenance conducted in respect of the Goods/Services.

21.2 The Customer must adhere to TG's Code of Business Conduct and Ethics. A copy of the Code may be viewed at: <https://www.landisgyr.com.au/about/corporate-social-responsibility/> and undertakes to comply with its provisions.

21.3 The Customer warrants that it has not directly or indirectly paid any commission, fees, 'kick-backs' or granted any rebates to the Customer's customers, TG officers or employees or any other third party, or made any gifts, entertainment or any other non-monetary favours or other arrangements.

21.4 Any breach of this clause 21 by the Customer shall be considered to be a material breach.

22. FURTHER ASSURANCE

22.1 The Customer must, at its cost, on TG's reasonable request promptly do or cause to be done anything which is required to secure the rights, remedies and powers of TG under the Agreement (including in respect of securing or perfecting any security interests it may have under the Agreement) and/or to enable TG to better exercise those rights, remedies and powers. This may include, without limitation, the Customer executing documents, in a form and on terms satisfactory to TG, and (if applicable) paying any taxes on and/or registering any security interests.

23. SEVERABILITY

23.1 If any provision contained in the Agreement is found to be illegal, invalid or unenforceable under any applicable law, the term will, insofar as it is severable from the remaining terms, be deemed omitted (as the case may be) and will in no way affect the legality, validity or enforceability of the remaining terms.

24. WAIVER

24.1 The failure of one Party to enforce or exercise at any time or for any period of time any term of or any right pursuant to the Agreement, does not constitute, and will not be construed as a waiver of such term or right and shall in no way affect the Party's right to later enforce or to exercise it.

25. ASSIGNMENT

25.1 Either Party may assign or transfer its rights or obligations under the Agreement with the prior written consent of the other Party, which will not be unreasonably withheld.

26. VARIATIONS

Both Parties reserve the right to vary these Terms by providing prior written notice. The Parties agree that a term is not varied unless both Parties agree to the variation in writing.

27. ENTIRE AGREEMENT

27.1 Except that nothing in the Agreement limits a Party's liability in connection with an oral or written representation that cannot be excluded under applicable law, including the Australian Consumer law, the Agreement comprises the entire agreement of the Parties about the subject matter of the Agreement and supersedes any prior representations, negotiations, arrangements, understandings, agreements and all other communications.

28. STORAGE

28.1 Monthly storage costs may be applicable for Goods held on behalf of the Customer exceeding thirty (30) days from acceptance of Purchase Request pursuant to clause 1.2 above. TG will notify the Customer in writing of applicability and details of the storage costs or detail the storage costs in the special conditions as agreed in writing by the Parties.

29. LOAD MANAGEMENT

29.1 TG retains the right to, at times, adjust the speed of charging to ensure both local and national network stability. We will not have any liability to users in respect of any restriction or interruption to any charging services.

30. SURVIVAL

30.1 Any provision of the Agreement which is capable of having effect after the expiry or termination of the Agreement (including clauses 11, 12, 13 and 15) will survive and remain in full force and effect.

31. GOVERNING LAW

The Agreement shall be governed by the laws of the State of New South Wales, Australia and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State for resolution of any dispute and waive any claim or objection based on absence of jurisdiction or inconvenient forum.

32. OTHER

32.1 Unless otherwise agreed by TG in writing, the Customer is responsible for receiving, inspecting, testing, storing, installing, starting up and maintaining all Goods/Services.

32.2 The United Nations Convention on Contracts for the International Sale of Goods (1980) (as amended from time to time) is excluded and shall not apply to the supply of Good/Services under the Agreement.