

TERMS & CONDITIONS OF SALE

PAX Energy Pty Ltd

ABN 29 686 627 225

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www.paxenergy.au

1 Agreement

- 1.1 These Terms and Conditions (Conditions) apply to the sale and supply of goods and related services by PAX Energy Pty Ltd ABN 29 686 627 225 (PAX) to the Customer.
- 1.2 By submitting an order, paying an invoice or deposit, or accepting delivery, the Customer agrees to these Conditions.
- 1.3 An order becomes binding on PAX when PAX accepts it in writing, receives payment, dispatches the goods, or begins procuring or preparing goods for the order.
- 1.4 Any specific terms contained in an accepted quotation, sales order or separate written agreement take priority over these Conditions to the extent of any inconsistency.
- 1.5 Goods means any BESS units, components, accessories, parts, documentation or related equipment supplied by PAX. Services means any technical, configuration, commissioning or support services expressly included in an accepted order.
- 1.6 These Conditions are intended primarily for installers, electricians, contractors, resellers and commercial customers. Nothing in these Conditions excludes or limits any right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.

2 Pricing

- 2.1 Prices are as stated in the accepted quotation or sales order and are exclusive of GST unless stated otherwise.
- 2.2 Unless expressly included, prices exclude freight, delivery, unloading, crantage, storage, insurance, duties, site works, installation and third-party charges.
- 2.3 Before accepting an order, PAX may revise pricing where supplier costs, exchange rates, freight, duties, taxes or material costs change.
- 2.4 After accepting an order, PAX may adjust the price where the Customer requests a variation, provides incorrect or incomplete information, changes the scope, or causes additional work or cost.

3 Payment

- 3.1 Payment must be made in accordance with the payment schedule stated in the quotation, sales order or invoice. If no payment schedule is stated, payment is required in full before dispatch.
- 3.2 The Customer must notify PAX promptly if it disputes an invoice and provide reasonable details. Any undisputed amount remains payable by the due date.
- 3.3 If payment is overdue, PAX may suspend procurement, manufacture, dispatch, support or further supply until the overdue amount is paid.

4 Orders and Cancellation

- 4.1 Orders must be submitted in writing or through a PAX-approved ordering process.
- 4.2 Changes to an accepted order must be agreed in writing, including any resulting changes to price, scope or delivery timing.
- 4.3 An accepted order may not be cancelled without PAX's written consent.
- 4.4 If PAX agrees to cancellation, the Customer must pay the reasonable costs PAX has already incurred or committed to, including completed work, non-refundable supplier charges and applicable restocking costs.

5 Delivery

- 5.1 Delivery dates are estimates unless PAX expressly agrees otherwise in writing. PAX will use reasonable efforts to meet an estimated date but is not liable for delays outside its reasonable control.
- 5.2 PAX may deliver an order in multiple shipments.
- 5.3 Unless otherwise agreed, the Customer is responsible for unloading and must provide suitable access, lifting equipment, personnel and a safe unloading area.
- 5.4 If the Customer does not accept delivery or collection when reasonably required, PAX may store the goods at the Customer's risk and charge reasonable storage, handling and re-delivery costs.
- 5.5 The Customer must inspect the goods promptly and notify PAX in writing of any visible transit damage, shortage or incorrect supply within three business days of receipt. This does not prevent a claim for a defect that could not reasonably have been identified during that inspection.

6 Risk and Title

- 6.1 Risk in the goods passes to the Customer when:
 - a) the goods are collected from PAX by the Customer or its carrier;
 - b) the goods are loaded onto Customer-arranged transport; or
 - c) PAX's nominated carrier delivers the goods to the agreed delivery location.
- 6.2 Title to the goods does not pass to the Customer until PAX has received all amounts due for those goods.
- 6.3 Until title passes, the Customer holds the goods as bailee for PAX and must take reasonable steps to protect them from loss, theft, damage or deterioration.
- 6.4 The Customer may install or supply the goods to its end customer in the ordinary course of business. Installation does not remove the Customer's obligation to pay PAX.
- 6.5 Where these arrangements create a security interest under the Personal Property Securities Act 2009 (Cth), the Customer consents to PAX registering that interest.

7 Returns

- 7.1 Except where required by law or under an applicable warranty, PAX is not required to accept returns.
- 7.2 Any return requires PAX's prior written approval and is subject to inspection and proof of purchase.
- 7.3 Approved change-of-mind returns must be unused, complete and in resalable condition and may be subject to reasonable freight, inspection and restocking charges.

8 System Design and Customer Information

- 8.1 The Customer is responsible for providing accurate and complete load data, site information, drawings, equipment details, network requirements and operating objectives.

- 8.2 PAX may provide load profiling, system sizing, concept designs, system options or technical recommendations based on information provided by the Customer.
- 8.3 Unless expressly included as a defined engineering deliverable, PAX's recommendations are preliminary guidance only. The Customer remains responsible for final site and electrical design, checking system ratings and assumptions, obtaining required approvals and ensuring the system is suitable for the site and intended application.

9 Installation and Commissioning

- 9.1 Unless expressly included in an accepted order, PAX does not perform electrical installation or site works.
- 9.2 Installation must be completed by appropriately licensed, competent and insured persons in accordance with applicable laws, standards, approvals, manufacturer instructions and PAX documentation.
- 9.3 The Customer is responsible for site preparation, foundations, access, clearances, electrical protection, earthing, communications, fire and emergency provisions, and the compliance of the completed installation.
- 9.4 PAX will provide the Factory Acceptance Testing, configuration, startup, commissioning, training or remote support stated in the accepted quotation or sales order.
- 9.5 Factory Acceptance Testing confirms the checks completed under the agreed FAT scope. It does not certify the site installation or overall site compliance.
- 9.6 Before PAX provides startup or commissioning support, the Customer must ensure the installation is complete and safe, required test results and approvals are available, communications are operational where required, and appropriately licensed site personnel are present.
- 9.7 PAX support does not transfer responsibility for electrical installation, mandatory testing, certificates, network compliance or final acceptance of the installation.

10 Monitoring, Software and Remote Access

- 10.1 Monitoring, cloud services and communications may rely on internet access, mobile networks, third-party platforms and compatible equipment.
- 10.2 The Customer must provide and maintain suitable internet and communications access where required for monitoring, remote diagnosis, software or firmware updates and technical support.
- 10.3 PAX may apply or recommend software, firmware, configuration or security updates reasonably required for safety, compatibility, performance or support.
- 10.4 Unless expressly guaranteed in writing, PAX does not guarantee uninterrupted connectivity, continuous data availability or the ongoing availability of a third-party platform.

11 Warranty

- 11.1 PAX warrants for 10 years from the date of delivery that any PAX enclosure supplied as part of the goods, and the assembly workmanship performed by PAX, including the enclosure fit-out and internal wiring, will be free from defects in materials and workmanship.
- 11.2 PAX passes through the applicable original manufacturer's warranty, including its warranty period, terms, exclusions and claim requirements, for:
 - a) battery modules and battery management equipment;
 - b) inverters;
 - c) switchgear and protection devices; and
 - d) other third-party components supplied as part of the goods.
- 11.3 PAX will provide reasonable technical support and warranty liaison for goods supplied by PAX. Claims relating to third-party components remain subject to the applicable manufacturer's warranty terms and assessment.
- 11.4 The PAX workmanship warranty does not cover a defect or damage to the extent caused or contributed to by:

- a) transport, storage, handling, installation, commissioning, modification, operation, maintenance, service or repair not completed in accordance with applicable instructions;
- b) misuse, abuse, negligence or unauthorised modification;
- c) operation outside specified environmental or electrical limits;
- d) incompatible or defective third-party equipment;
- e) failure to maintain required internet, communications, ventilation, cooling, clearances or environmental protection;
- f) fair wear and tear or cosmetic damage that does not affect performance;
- g) theft; or
- h) events outside PAX's reasonable control, including lightning, flood, fire, cyclone, vermin, power surges or voltage disturbances.

- 11.5 Any work repaired under the PAX workmanship warranty remains covered for the balance of the original 10-year warranty period. A repaired or replacement third-party component remains subject to the applicable manufacturer's warranty terms.
- 11.6 The goods are not intended for use as a primary or backup power source for life-support systems or in another application where product failure could reasonably cause death or serious personal injury, unless PAX has approved the application in writing.
- 11.7 The PAX workmanship warranty and any manufacturer warranty are additional to any rights and remedies available under applicable law.

12 Warranty Claims

- 12.1 A claim under the PAX workmanship warranty may be made by the Customer, the end user or a subsequent owner for the remainder of the original 10-year warranty period. A subsequent owner must provide reasonable proof of ownership.
- 12.2 The claimant should first contact the installer or reseller that supplied the system. The claimant or installer may also contact PAX at sales@paxenergy.au.
- 12.3 The claim must include, where reasonably available:
- a) proof of purchase or ownership;
 - b) the system and relevant component serial numbers;
 - c) a description of the fault and any relevant photographs;
 - d) the installation date and location;
 - e) the installer's details; and
 - f) relevant installation, commissioning, monitoring and maintenance records.
- 12.4 PAX will first attempt to diagnose and resolve the issue remotely. Where reasonably necessary, PAX may arrange replacement parts, authorise an appropriately qualified technician to attend the site, or issue a Return Merchandise Authorisation for the affected goods.
- 12.5 The claimant must not return goods without first obtaining approval from PAX.
- 12.6 For a valid claim under the PAX workmanship warranty, PAX will repair the defective workmanship or, where repair is not reasonably practicable, replace the affected PAX-assembled item.
- 12.7 For a claim relating to a third-party component, the available remedy and responsibility for parts, labour, travel, freight, removal and reinstallation are determined by the applicable manufacturer's warranty.

- 12.8 PAX is not responsible for travel, freight, removal, reinstallation, crantage, access equipment or site labour unless PAX approves the cost in writing before it is incurred or responsibility cannot lawfully be excluded.
- 12.9 If assessment shows that a claim is not covered, the claimant may be responsible for reasonable inspection, testing, transport and service costs. PAX will obtain approval before incurring any material costs on the claimant's behalf.

13 Liability

- 13.1 Nothing in these Conditions excludes or limits liability that cannot lawfully be excluded or limited.
- 13.2 To the maximum extent permitted by law, PAX is not liable for indirect or consequential loss, loss of profit, revenue, production, opportunity, anticipated savings, data or business interruption.
- 13.3 To the maximum extent permitted by law, PAX's total liability arising from an order is limited to the amount paid or payable to PAX under that order.
- 13.4 PAX is not liable to the extent that loss or damage was caused or contributed to by inaccurate information, incorrect installation, misuse, unauthorised modification, inadequate maintenance, third-party equipment or an event outside PAX's reasonable control.

14 Indemnity

- 14.1 To the extent permitted by law, the Customer indemnifies PAX against third-party claims and reasonable costs to the extent caused by the Customer's negligent or unlawful act, breach of these Conditions, incorrect installation, unauthorised modification or inaccurate representation to an end customer.
- 14.2 This indemnity is reduced to the extent that PAX caused or contributed to the loss.

15 Intellectual Property and Privacy

- 15.1 PAX and its licensors retain ownership of intellectual property in drawings, designs, calculations, manuals, software, firmware and engineering documents.
- 15.2 Once the applicable order has been paid in full, the Customer may use supplied documents and software for quoting, installing, operating, supporting and maintaining the relevant goods.
- 15.3 PAX may collect, use and store information for quoting, order administration, delivery, technical support, warranty, safety and compliance purposes.
- 15.4 Personal information will be handled in accordance with applicable privacy law and PAX's Privacy Policy available at www.paxenergy.au/privacy-policy.

16 Force Majeure

- 16.1 Neither party is liable for delay or failure to perform an obligation, other than payment of an amount already due, where caused by an event outside its reasonable control.
- 16.2 The affected party must notify the other party and take reasonable steps to reduce the effect of the event and resume performance when reasonably possible.

17 Governing Law

- 17.1 These Conditions are governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

18 Severance

- 18.1 If any provision of these Conditions is invalid or unenforceable, it will be read down or severed, and the remaining provisions will continue to apply.