

## TERMS & CONDITIONS OF SALE – PAX ENERGY PTY LTD

### 1. Agreement

1.1 These Terms and Conditions (“Conditions”) constitute the entire agreement between PAX Energy Pty Ltd (“Company”) and the Customer regarding the sale and supply of Goods and any related services.

1.2 Every Order for Goods submitted to the Company is subject to these Conditions. Any individual terms contained in a Sales Order, Invoice, or written agreement will override the relevant clause in these Conditions.

1.3 In these Conditions, “Goods” means any BESS units, components, accessories, parts, or related equipment supplied by the Company to the Customer, and includes any related services supplied by the Company unless stated otherwise.

1.4 The Customer acknowledges that it is acquiring the Goods for the purpose of resale, installation, or commercial use, and that it is not a “consumer” under the Competition and Consumer Act 2010 (Cth).

1.5 These Conditions do not apply to end consumers. They apply strictly to installers, electricians, contractors, resellers, and commercial customers.

### 2. Pricing

2.1 Prices are as agreed between the parties and may be varied without notice where supply costs change due to factors outside the Company’s control, including currency changes, freight costs, material costs, tariffs, taxes, or supplier adjustments. The Company will use reasonable endeavours to notify the Customer of any price changes before accepting an Order.

2.2 Prices are exclusive of freight, delivery, handling, customs clearance, and insurance unless expressly stated otherwise.

2.3 Prices are exclusive of GST, which must be paid at the same time as the invoice.

### 3. Payment

3.1 Unless otherwise agreed in writing, the Customer must pay for Goods in full prior to dispatch.

3.2 The Company does not provide credit terms, except where expressly agreed under a separate written financing agreement.

3.3 For the avoidance of doubt, ownership of the Goods does not pass to the Customer until all amounts owing have been received in full, regardless of whether the Goods have been delivered, installed, or put into operation.

### 4. Orders

4.1 Orders must be submitted in writing or through a Company-approved ordering system.

4.2 An Order is binding on the Customer upon submission.

4.3 An Order is binding on the Company when:

- a) the Company provides written acceptance; or
- b) the Goods are dispatched; or
- c) the Company begins procuring Goods for fulfilment; or
- d) the Company receives payment in full.

4.4 Orders may not be cancelled without prior written consent.

### 5. Delivery

5.1 Delivery dates are estimates only. The Company is not liable for delays.

5.2 Delivery may occur in multiple shipments.

5.3 If the Customer fails to accept delivery or collection when notified, risk passes immediately to the Customer and the Company may invoice as though delivery occurred.



5.4 Claims for short delivery must be made in writing within 3 business days of receipt.

## 6. Risk and Title

6.1 Title passes only when the Company has received full payment for all Goods supplied.

6.2 Until full payment has been received:

- a) the Customer holds the Goods as bailee for the Company;
- b) the Customer may install the Goods at its end-customer's site in the ordinary course of business, however such installation does not transfer title;
- c) the Customer may supply and install the Goods to its end-customer in the ordinary course of business, but must not resell, assign, or otherwise dispose of the Goods except as part of that installation;
- d) the Customer must take reasonable steps to protect the Goods from loss, theft, damage or deterioration prior to full payment;
- e) the Customer is responsible for any loss, theft, damage or deterioration to the Goods that occurs while the Goods are in its possession, custody or control, including during transport, storage and installation.

6.3 Risk in the Goods transfers to the Customer at the earliest of:

- a) collection from the Company's premises by the Customer or its transport provider;
- b) loading onto Customer-arranged transport; or
- c) delivery to the Customer's site when the Goods are handed over by the Company's nominated freight provider and accepted by the Customer.

## 7. Return of Goods

7.1 Except as required by law or under warranty, the Company is not obligated to accept returns.

7.2 Any approved return is subject to inspection, proof of purchase, and a restocking fee of 15% unless otherwise agreed.

## 8. Intellectual Property

All drawings, specifications, designs, manuals, firmware, software, engineering documents, and related intellectual property remain the exclusive property of the Company and may not be reproduced or disclosed without written consent.

## 9. Installation and Responsibilities

9.1 The Company does not perform installation work. All installation, wiring, site preparation, compliance with AS/NZS standards, and commissioning activities are the sole responsibility of the Customer.

9.2 Installation must be performed by a qualified, licensed electrician with appropriate insurance.

9.3 Incorrect or unsafe installation voids all warranties.

9.4 The Company is not liable for:

- a) improper installation or workmanship;
- b) failure to follow manuals or instructions;
- c) non-compliant site design;
- d) incorrect system sizing;
- e) third-party equipment failures.

9.5 The Company may provide design guidance, system options, or technical recommendations based on information supplied by the Customer. These recommendations are indicative only. The Customer is solely responsible for the final system design, compliance with all standards and regulations, and ensuring the system is suitable for the installation site.

## 10. Pre-Sale and Post-Sale Technical Support

10.1 The Company may provide pre-sale support such as load profiling, system sizing, and application suitability.



10.2 The Company may provide post-sale support such as startup assistance, remote troubleshooting, and warranty liaison.

10.3 Support services do not constitute installation certification or engineering sign-off.

10.4 Engineering design sign-off is provided separately by qualified third-party engineers.

## 11. Warranty

11.1 The Company warrants the following components against defects in materials and workmanship for the applicable warranty period:

- a) the enclosure; and
- b) the internal wiring supplied and assembled by the Company.

11.2 The Company passes through the original manufacturer's warranty (and associated terms, exclusions and claim processes) for:

- a) battery modules; and
- b) inverters.

11.3 No warranty is provided for the Energy Management System (EMS), software, firmware, or any cloud-based services.

11.4 Warranty claims must be made in writing within 7 days of the Customer becoming aware of the defect. The Customer must provide reasonable evidence, installation documentation, and access for assessment.

11.5 The Company's liability under any warranty is limited, at its discretion, to:

- a) repair of the Goods;
- b) replacement of the Goods; or
- c) refund of the purchase price paid for the defective Goods.

11.6 The Company excludes liability for indirect, consequential, or economic loss, including (but not limited to) loss of revenue, downtime, business interruption, or site damage.

## 12. Indemnity

The Customer indemnifies the Company against all losses arising from installation errors, misuse, resale issues, misrepresentation, or any breach of these Conditions. This indemnity survives termination of the agreement.

## 13. Force Majeure

The Company is not liable for delays or failure due to events outside its reasonable control.

## 14. Governing Law

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

## 15. Privacy

15.1 The Customer agrees to the Company collecting and storing information in accordance with its Privacy Policy.

15.2 By placing an Order, the Customer acknowledges that it has read, understood, and agrees to the Company's Privacy Policy.

## 16. Severance

If any provision is void or unenforceable, it will be read down or severed, and the remaining provisions will continue in full force.

