

MAKINEX RENEWABLES PTY LTD

TERMS AND CONDITIONS OF SALE

ABN 81 664 404 255 | ACN 664 404 255 | Version 1.0, effective 1 September 2026

1. APPLICATION

- 1.1 These Terms apply to every supply of Goods and Services by Makinex Renewables Pty Ltd (ABN 81 664 404 255) (**Supplier**) to the customer (**Customer**). They prevail over, and the Supplier rejects, any terms in the Customer's purchase order, vendor portal or other document, whether or not signed or acknowledged by the Supplier. A supply, distribution, dealer or project agreement signed by both parties prevails to the extent of any inconsistency. The Customer accepts these Terms on the earliest of placing an order, signing a quotation or credit application, accepting delivery of any Goods or the benefit of any Services, and making any payment.
- 1.2 **Goods** means all goods supplied or agreed to be supplied by the Supplier, including equipment, machinery, power and energy systems, batteries, parts, accessories, consumables and embedded software and firmware. **Services** means all services supplied or agreed to be supplied by the Supplier, including delivery, installation, commissioning, training, servicing, maintenance, repair and warranty labour. **ACL** means the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth). **Non-Excludable Right** means any guarantee, condition, warranty, right or remedy conferred by statute that cannot lawfully be excluded, restricted or modified. **PPSA** means the *Personal Property Securities Act 2009* (Cth), and words defined in it have the same meaning in clause 4. "Including" is not a word of limitation.
- 1.3 The Supplier may amend these Terms on written notice, including by publishing the amended Terms on its website and notifying the Customer; amendments apply only to orders placed after the notice takes effect. **Clause 7 prevails over every other provision of these Terms.** If any provision would otherwise be an unfair term within the meaning of section 24 of the ACL, it applies only to the extent that it is not unfair.

2. PRICE AND PAYMENT

- 2.1 Quotations are valid for 30 days unless stated otherwise and may be withdrawn, varied or corrected at any time before an order is accepted. Once accepted, an order may be cancelled, reduced or varied only with the Supplier's prior written consent and on the terms of clauses 9 and 10.
- 2.2 Unless expressly stated otherwise, prices exclude GST, freight, insurance, packaging, craneage, unloading, site establishment, installation, commissioning, training, permits, network and grid connection fees, statutory charges, duties and other government charges, all of which are payable by the Customer in addition to the price. The Customer must pay an amount equal to any GST payable on a taxable supply at the same time as the price, against a valid tax invoice.
- 2.3 Where the information the Customer provided is inaccurate or changes, or more than 90 days pass between the date of the quotation and delivery, the Supplier may vary the price by written notice to reflect its increased costs. If the increase exceeds 5%, the Customer may cancel the affected part of the order without charge by written notice within 10 business days.
- 2.4 The Customer must pay in full, in cleared funds, in Australian dollars and without any deduction, withholding, set-off or counterclaim. Where the Supplier has approved a credit account, payment is due 30 days from the end of the month of the invoice date; otherwise payment is due in full before delivery or on the terms stated in the quotation. Time for payment is of the essence. Deposits and progress payments are not refundable except to the extent they exceed the costs and commitments reasonably and properly incurred by the Supplier, or where a refund is required by law or by clause 2.3.
- 2.5 If any amount is not paid when due the Supplier may charge interest on the overdue amount from the due date until payment at the Reserve Bank of Australia cash rate target on the due date plus 6% per annum, calculated daily and not compounding, and may recover its reasonable costs actually incurred in recovering or attempting to recover the amount, including dishonour fees, mercantile agent and debt collection fees and legal costs on a solicitor and own client basis.
- 2.6 The Customer must give the Supplier at least 14 days' prior written notice of any change to its name, ABN, ACN, ownership, control, trustee capacity or principal place of business, and remains liable for all amounts incurred before the Supplier receives that notice. Where the Customer comprises more than one person, each is liable jointly and severally.

3. DELIVERY AND RISK

- 3.1 Delivery occurs when the Goods are unloaded at the delivery point or, where the Customer collects, when the Goods are made available for collection. Delivery, despatch and completion dates are estimates made in good faith and are not guaranteed, and time is not of the essence in relation to delivery. Subject to clause 7, the Supplier is not liable for any loss arising from late or non-delivery except to the extent the delay is caused by the Supplier's failure to take reasonable care.
- 3.2 The Customer must, at its cost, ensure the delivery point is accessible, provide a safe unloading area compliant with work health and safety laws, provide suitable unloading equipment and competent personnel, and accept delivery during normal business hours. If it does not, the Supplier may store the Goods at the Customer's cost and risk, the Goods are deemed delivered for the purposes of clauses 3.4 and 4, and storage, demurrage and redelivery charges are payable. Where the Supplier arranges carriage it does so as agent for the Customer, and does not insure the Goods in transit unless the Customer requests it in writing and pays the premium.
- 3.3 The Customer must inspect the Goods on delivery and notify the Supplier in writing, with reasonable particulars and photographs, of any shortage, incorrect supply or damage in transit within 7 days of delivery, retaining

the packaging for inspection. This clause does not apply to defects not reasonably apparent on inspection and does not limit clause 7.

- 3.4 **Risk in the Goods passes to the Customer on the earliest of the Goods leaving the Supplier's premises or nominated despatch point, delivery of the Goods to a carrier (whether or not engaged by the Supplier), delivery to the delivery point, and the Goods being made available for collection or stored under clause 3.2 — notwithstanding that title has not passed and remains with the Supplier under clause 4.** From the time risk passes until title passes, the Customer must at its cost keep the Goods insured with a reputable insurer for their full replacement value, provide a certificate of currency on request, hold the proceeds of any claim on trust for the Supplier to the extent of all amounts owing, and pay those proceeds to the Supplier on demand.

4. TITLE AND PPSA

- 4.1 **Legal and equitable title in the Goods does not pass to the Customer, and the Goods remain the property of the Supplier, until the Customer has paid to the Supplier in full and in cleared funds all amounts owing on any account whatsoever,** whether or not those amounts relate to the Goods in question.
- 4.2 Until title passes the Customer holds the Goods as fiduciary bailee and agent of the Supplier and must store them separately or otherwise so that they are clearly identifiable as the Supplier's property; not remove, deface or alter any identifying mark, serial number or plate; and keep them in good condition, properly maintained and insured.
- 4.3 The Customer may sell the Goods in the ordinary course of its business as fiduciary agent for the Supplier, but must hold the proceeds of sale and any resulting debt on trust for the Supplier in a separate identifiable account to the extent of all amounts owing, and must account for them on demand. The Customer has no authority to bind the Supplier or make representations on its behalf.
- 4.4 If the Customer fails to pay when due, breaches a material term, or suffers an insolvency event, the Supplier may, on such notice as is reasonable (or without notice where it reasonably believes the Goods are at risk), enter at reasonable times any premises where the Goods are or are believed to be, to inspect, take possession of and remove them. The Customer irrevocably licences that entry and agrees the Supplier is not liable for trespass, provided it acts reasonably and uses no force against any person. The Supplier may sell any Goods recovered and apply the proceeds against amounts owing. Recovery does not of itself terminate the contract or affect the Supplier's right to recover any balance owing.
- 4.5 **These Terms constitute a security agreement for the purposes of the PPSA.** The Customer grants the Supplier a security interest in all Goods supplied or to be supplied and their proceeds — which is a purchase money security interest to the extent it secures all or part of their purchase price — and in all of the Customer's present and after-acquired property and its proceeds, in each case to secure payment of all amounts owing and performance of the Customer's obligations.
- 4.6 The Customer consents to the Supplier registering its security interest on the Personal Property Securities Register and must do all things reasonably required, including providing information within 5 business days of request, to ensure the security interest attaches, is enforceable against third parties, is perfected and has the priority the Supplier requires. The Customer must not change its name, ABN, ACN or address, or the location of the Goods, without at least 14 days' prior written notice, and must not grant or permit any other security interest in the Goods or their proceeds without the Supplier's written consent.
- 4.7 To the extent permitted by the PPSA the Customer waives its right to receive any notice, verification statement or other document under the PPSA, including under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157; and, to the extent permitted by section 115, sections 95, 96, 118, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 do not apply in respect of the Goods. For the purposes of section 275(6)(a) neither party will disclose information of the kind described in section 275(1) except where required by law, and the Customer waives its right to authorise that disclosure.

5. GOODS AND SERVICES

- 5.1 Descriptions, illustrations, dimensions, capacities, ratings, run times and output figures in catalogues, data sheets and websites are approximate, are given for guidance only and are not warranties unless expressly incorporated into the quotation. Actual performance varies with site conditions, temperature, altitude, irradiance, load profile, duty cycle, fuel quality, maintenance and operator practice. The Supplier may change the design, specification, componentry, software or firmware of the Goods where that does not materially affect their form, fit, function or performance.
- 5.2 Except to the extent the Supplier has expressly agreed in writing to a stated purpose or performance requirement, the Customer is responsible for satisfying itself that the Goods and Services are suitable for its intended purpose, site, duty and operating environment, and for obtaining all permits, licences, approvals, network and grid connection agreements and consents required to install, connect, operate and use the Goods. The Customer must ensure the Goods are operated, maintained and serviced only by competent, appropriately licensed and accredited persons in accordance with the Supplier's manuals and service schedules. This clause does not limit clause 7.
- 5.3 The Supplier will perform the Services with due care and skill and in accordance with the quoted scope; work outside that scope is chargeable

at the Supplier's standard rates. Services are quoted on the basis of normal business hours, continuous and unobstructed access, a site that is safe and ready, and accurate site information. The Customer must at its cost provide safe, clear and continuous access with adequate laydown, craneage and foundations; comply with work health and safety laws and provide inductions and permits to work; disclose in writing all known or suspected site hazards, including asbestos, contamination, unstable ground and live services; provide accurate drawings, service locations and load data; and complete all preparatory civil, structural, electrical and connection work before the Supplier attends site.

5.4 If site conditions differ materially from those assumed or notified, or the Supplier is delayed by an act or omission of the Customer or its other contractors, the Supplier may by written notice vary the price and programme and charge for standing time, abortive visits and remobilisation at its standard rates. Where that increases the price for the Services by more than 10%, the Customer may within 5 business days elect not to proceed with the affected Services, and is then liable only for work properly performed and costs properly incurred. Unless expressly quoted, the Services exclude civil, structural, trenching, network connection, metering, permit procurement, waste disposal, removal of existing equipment and making good.

5.5 Where the Goods are installed, connected or commissioned by the Customer or by a third party not engaged by the Supplier, the Supplier is not responsible for that work or for any loss arising from it, and clause 6.4 may apply to a warranty claim. Where the Goods include electrical, generating or energy storage equipment, the Customer must ensure that installation and commissioning are performed by appropriately licensed and accredited persons in accordance with all applicable laws and Australian Standards. The Supplier may subcontract any part of the Services but remains responsible for their performance.

6. WARRANTY AGAINST DEFECTS

6.1 Subject to this clause 6, the Supplier warrants that the Goods will be free from defects in materials and workmanship arising in normal use and under normal service conditions **for 24 months from the date of invoice**, and that the Services will be free from defects in workmanship for 12 months from their completion (the **Warranty Period**).

6.2 To claim, the Customer must notify the Supplier in writing within the Warranty Period and within 14 days after the defect becomes apparent, quoting the invoice, model and serial number and providing a description of the defect, photographs and any service, operating and fault log records reasonably requested; and must at its cost make the Goods available for inspection and, if requested and where reasonable having regard to their size and nature, return them to a location the Supplier nominates. Where they cannot reasonably be returned, the Supplier will inspect them on site. This clause is subject to clause 7.

6.3 **Remedy and limit.** Subject to clause 7, if the Supplier accepts a valid claim it will, at its option, repair the Goods or the defective part, replace them with goods of the same or equivalent specification, pay the cost of repairing them, or pay the cost of replacing them — **and the Supplier's total liability in respect of any defect is limited to the lower of the cost of repairing and the cost of replacing the affected Goods or part.** For defective Services the Supplier will, at its option, re-supply them or pay the cost of having them re-supplied, whichever is lower.

6.4 **Exclusions.** This warranty does not apply to fair wear and tear or normal ageing; consumable and wear items, including filters, oils, lubricants, belts, hoses, seals, bearings, blades, cutting tools, tyres, spark plugs, fuses and paint; reduction in battery capacity, output or run time within the manufacturer's published tolerance; misuse, abuse, overloading, operation outside published specifications or environmental limits, accident, impact, vandalism, theft, neglect or improper storage; failure to service, maintain or store the Goods in accordance with the Supplier's manuals and service schedules or to keep adequate service records; use of non-genuine, unapproved or unsuitable parts, fluids, fuels or software; repair, modification or alteration by any person other than the Supplier or a person it authorises, or installation, connection or commissioning not performed by or on behalf of the Supplier or not in accordance with its instructions and applicable laws and Australian Standards; unsuitable or interrupted power supply, voltage surge, lightning, incorrect phase rotation or earthing, or grid faults; corrosion or damage caused by the operating environment, including salt, dust, chemicals, flood, fire, storm, hail and pests; damage occurring after risk has passed, including in transit, storage or relocation not performed by the Supplier; Goods whose serial number has been removed or altered; and costs of gaining access to the Goods, dismantling and reinstating structures, craneage, scaffolding and hire of substitute equipment.

6.5 Goods or parts repaired or replaced are warranted only for the unexpired balance of the Warranty Period. Third party components carry only their manufacturer's warranty; the Supplier will on request assign the benefit of that warranty to the extent assignable and give reasonable assistance with a claim. This warranty is given to the original purchaser and is not transferable without the Supplier's written consent. Warranty work is performed during normal business hours, and travel, accommodation and freight beyond a 100 km radius of the Supplier's nearest service location are payable by the Customer. If the Supplier finds no defect for which it is responsible it may charge for the inspection at its standard rates. Nothing in this clause 6.5 limits clause 7.

7. AUSTRALIAN CONSUMER LAW

7.1 Nothing in these Terms excludes, restricts or modifies any Non-Excludable Right, or the Supplier's liability for failing to comply with one, except to the extent permitted by law.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the

service, you are entitled: to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

7.2 Where the Goods or Services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and to the extent permitted by section 64A of the ACL, the Supplier's liability for failure to comply with a consumer guarantee (other than a guarantee under section 51, 52 or 53 of the ACL) is limited, at the Supplier's option, to: in the case of Goods, replacing them or supplying equivalent goods, repairing them, paying the cost of replacing them or acquiring equivalent goods, or paying the cost of having them repaired; and in the case of Services, supplying them again or paying the cost of having them supplied again. This limitation does not apply where it would not be fair or reasonable for the Supplier to rely on it.

7.3 The warranty in clause 6 is a warranty against defects given voluntarily by the Supplier. **The benefits given by that warranty are in addition to, and do not limit or replace, any other rights and remedies the Customer has under a law in relation to the Goods or Services.** Nothing in clause 6 applies so as to limit a Non-Excludable Right. A Customer acquiring Goods for re-supply must pass the Supplier's warranty statement on to its own customers and must not make any representation about the Goods, the Services or the Supplier that the Supplier has not expressly authorised.

8. LIABILITY AND INDEMNITY

8.1 Subject to clause 7 and to the maximum extent permitted by law, **the Supplier's total aggregate liability to the Customer arising out of or in connection with the contract, the Goods or the Services, whether in contract, tort (including negligence), under statute, in equity or otherwise, is limited to the amount of the price actually paid by the Customer for the particular Goods or Services giving rise to the liability.**

8.2 Subject to clause 7, the Supplier is not liable for any indirect, special, incidental, punitive or consequential loss or damage, or for any loss of profit, revenue, anticipated savings, production or output, loss of use, downtime, loss of contract, loss of opportunity, loss of goodwill or reputation, loss or corruption of data, cost of substitute or hired equipment, wasted expenditure, or any liquidated damages, penalties or other amounts payable by the Customer to a third party, however arising.

8.3 The Supplier is not liable for loss or damage to the extent caused or contributed to by the Customer or its personnel, agents or contractors, including by anything described in clause 6.4, or by the Customer's failure to mitigate. Nothing in this clause 8 limits the Supplier's liability for death or personal injury caused by its negligence, for fraud, or for any liability that cannot lawfully be limited.

8.4 The Customer indemnifies the Supplier against all claims, liabilities, loss, damage, costs and expenses (including reasonable legal costs) to the extent arising from any breach of the contract by the Customer; any negligent or wrongful act or omission of the Customer or its personnel, agents or contractors; storage, handling, installation, operation, maintenance, modification or use of the Goods otherwise than in accordance with the Supplier's manuals and all applicable laws and Australian Standards; any alteration or repair of the Goods by a person other than the Supplier or a person it authorises; any representation about the Goods or the Supplier not expressly authorised; and any third party claim arising from the Customer's re-supply, hire or use of the Goods. The Customer's liability under this clause is reduced proportionally to the extent the loss was caused or contributed to by the Supplier.

9. RETURNS

9.1 The Customer has no right to return Goods, and the Supplier is not obliged to accept the return of Goods, except where the Customer is entitled to reject or return them under the ACL or another law or is exercising a Non-Excludable Right, under the warranty in clause 6, or with the Supplier's prior written consent under clause 9.2.

9.2 The Supplier may in its discretion accept the return of Goods that are not defective on condition that the Customer requests the return in writing within 14 days after delivery and obtains a return authorisation number before despatch; the Goods are unused, uninstalled, complete with all manuals and accessories, in original undamaged packaging, fit for resale as new and a current model; the Goods are returned to the location the Supplier nominates with freight and insurance prepaid and remain at the Customer's risk until received; and the Supplier inspects and accepts them as complying.

9.3 **Where the Supplier accepts a return under clause 9.2, a restocking and handling fee of 20% of the invoiced price of the returned Goods applies.** The credit issued is the invoiced price less that fee, less any freight, insurance and delivery charges originally paid by the Supplier, and less the reasonable cost of any cleaning, reconditioning, retesting, recertification or replacement packaging required to return the Goods to a saleable condition. The parties agree that the fee is a reasonable pre-estimate of the administrative, handling, inspection, restocking and remarketing costs the Supplier incurs in accepting a return it was not obliged to accept.

9.4 **No restocking fee, freight charge, handling charge or other deduction applies where the Customer returns Goods because they fail to comply with a consumer guarantee under the ACL or another Non-Excludable Right, because they are returned under the warranty in clause 6, or because the Supplier supplied Goods that were incorrect, short-supplied**

or damaged on delivery. In those cases clauses 6 and 7 apply and the Supplier will bear the reasonable cost of returning the Goods where the law requires it to do so.

- 9.5 Unless a Non-Excludable Right applies, the Supplier will not accept the return of Goods that are custom-made, built to the Customer's specification, imported or procured specifically for the Customer, cut, configured or modified to order, commissioned, installed, used or hired out, or that are consumables, batteries, fluids, components sold as non-returnable, superseded or discontinued items, or that were delivered more than 14 days before the request. Credits are applied to the Customer's account and are not redeemable for cash except where a refund is required by law.

10. DEFAULT, CANCELLATION AND FORCE MAJEURE

- 10.1 The Customer may cancel or reduce an accepted order only with the Supplier's prior written consent, and must then pay the cost of all work performed and of materials, components and Goods ordered, produced or procured for the order, all non-cancellable commitments reasonably entered into with third parties, and any restocking fee payable under clause 9.3. The Supplier will take reasonable steps to mitigate those costs.
- 10.2 The Supplier may by written notice suspend or terminate the contract in whole or in part, or withhold delivery, if the Customer fails to pay any amount when due and does not remedy that within 7 days of notice, breaches any other material term and does not remedy it within 14 days of notice where the breach is capable of remedy, or suffers an insolvency event. On termination all amounts owing become immediately due and payable and the Supplier may exercise its rights under clause 4.
- 10.3 Neither party is liable for any failure or delay in performing its obligations, other than an obligation to pay money, to the extent caused by an event beyond its reasonable control. Performance times are extended by the period of delay, and if the event continues for more than 60 days either party may terminate the affected part of the contract by written notice, in which case the Supplier will refund amounts paid for Goods not delivered and Services not performed, less costs properly incurred.

11. GENERAL

- 11.1 All intellectual property in the Goods, the Services and the Supplier's designs, manuals, software, firmware, trade marks and marketing materials remains the property of the Supplier or its licensors. The Customer may use software and firmware supplied with the Goods only to operate and maintain them, and must not reverse engineer, decompile or adapt them, remove any trade mark, name plate or serial number, or use the Supplier's trade marks without written authority. Each party must keep the other's confidential information confidential and use it only for the purposes of the contract, except where disclosure is required by law or made to its advisers, insurers or financiers on a confidential basis. The Supplier handles personal information in accordance with the *Privacy Act 1988* (Cth) and its privacy policy, available on request.
- 11.2 The contract is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of its courts. The *United Nations Convention on Contracts for the International Sale of Goods* does not apply. The contract is the entire agreement between the parties and supersedes all prior negotiations and representations; nothing in this clause excludes liability for fraud or any statutory liability for misleading or deceptive conduct.
- 11.3 A notice must be in writing and is given if delivered by hand, posted or emailed to the address last notified. The Customer must not assign the contract without the Supplier's written consent; the Supplier may assign its rights, including to payment and its security interests, on notice. A failure to exercise a right is not a waiver. A provision that is void or unenforceable is read down or, if it cannot be, severed without affecting the rest. Clauses 2, 3.4, 4, 6, 7, 8, 9 and 11 survive termination. Nothing creates a partnership, joint venture or employment relationship or, except as stated in clauses 3.2 and 4.3, an agency relationship.