

TERMS AND CONDITIONS OF PURCHASE

Enirgi Power Storage Pty Limited (ACN 002 915 326) (**Enirgi**) agrees to supply the Buyer with, and the Buyer agrees to accept and pay for the supply of, the Products in accordance with these Terms and Conditions (**Terms and Conditions**).

These Terms and Conditions are to be read in conjunction with the Commercial Trade Terms and Conditions, the Consignment Terms and Conditions and the Commercial Trade Account Application.

Unless otherwise defined, capitalised terms have the meaning given to those terms in the Commercial Trade Terms and Conditions, the Consignment Terms and Conditions or the Commercial Trade Account Application, as the case may be.

1 DELIVERY

- (a) Enirgi will deliver the Products to the Buyer in accordance with the Commercial Trade Terms and Conditions.
- (b) Enirgi reserves the right to charge the Buyer for any expenses referable to the delivery of the Products to the Buyer.

2 CONDITIONS OF PAYMENT

- (a) Enirgi will issue an invoice to the Buyer for the supply of the Products on delivery of the products to the Buyer.
- (b) Unless otherwise agreed between the Parties, the Buyer must pay all invoices within 30 days of the end of the month in which the invoice is issued to the Buyer.
- (c) The invoice will be paid by the Buyer to the bank account nominated by Enirgi from time to time.
- (d) Subject to **clause 2(e)**, the Buyer must pay an invoice in immediately available funds and without set-off, counter claim, condition or, unless required by law, deduction or withholding.
- (e) If any amount shown on an invoice is in dispute, the undisputed portion of the invoice will be payable in accordance with **clauses 2(b)-(d)**. Payment of the disputed portion may be withheld by the Buyer provided the Buyer has given written notice setting out the particulars of the dispute to Enirgi within seven [7] days after the date of the invoice.

3 OVERDUE PAYMENT

- (a) The Buyer acknowledges and agrees that a failure to make a payment in accordance with these Terms and Conditions constitutes an event of default which will entitle Enirgi to take any or all of the actions set out in clause 8 of the Commercial Trade Terms and Conditions.
- (b) Without limitation to the rights conferred under clause 8 of the Commercial Trade Terms and Conditions, Enirgi reserves the right to charge the Buyer interest (calculated on a daily basis from the date of default to the date of

payment) on monies outstanding after the due date for payment.

- (c) Interest will accrue from day to day on the balance of overdue monies at 15% per annum or such other rate as may be advised by Enirgi from time to time.

4 COSTS

The Buyer acknowledges and agrees that all costs, expenses and disbursements incurred by Enirgi in pursuing the Buyer for payment of the monies owed to Enirgi under one or more invoices, and any other monies arising from time to time (including without limitation, debt collection agency fees, legal costs calculated on a solicitor-client basis) may be recovered by Enirgi from the Buyer as a liquidated debt in a court of competent jurisdiction.

5 GST

In this clause expressions which are not defined, but which have a defined meaning in the GST Law, have the same meaning.

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided in accordance with these Terms and Conditions are exclusive of GST.

If GST is imposed on any supply made under or in accordance with these Terms and Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply, subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with these Terms and Conditions.

If these Terms and Conditions require a party to pay for, reimburse or contribute to any expense, loss or outgoing (**reimbursable expense**) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

6 NOTICE

All notices are to be provided in accordance with the Commercial Trade Terms and Conditions.

7 GENERAL

- (a) These Terms and Conditions are governed by the laws of the State of New South Wales whose courts shall be the forum for any dispute.
- (b) If any provision of these Terms and Conditions is or will be illegal, invalid or unenforceable, then that provision will be severed and the validity and enforceability of the remaining provisions will not be affected.
- (c) The Commercial Trade Terms and Conditions will prevail to the extent there is an inconsistency with these Terms and Conditions.
- (d) This document may be varied or replaced by Enirgi from time to time.