

TERMS & CONDITIONS

Supply of Goods & Services

1. Interpretation

1.1 The following definitions have been used in this document:

“The Company”, “Company” – Alternate Energy Products Pty Ltd ACN 009 445 023 (T/as WA Solar Supplies) and its subsidiaries

“Customer” - the purchaser of Goods from the Company

“Account” –A pre-approved credit account with specified credit limit and trading terms

“COD” – Cash/payment required from the Customer at or prior to delivery or pick up

“Order”, “Invoice”, “Contract” –Agreement for supply of goods and / or services in exchange for remuneration entered into by the Company with the Customer

“Day” – Business day, excludes Saturday, Sunday and gazetted public holidays.

“Delivery” – Goods delivered to the Customer’s designated shipping address or picked up from the Company premises by the Customer, their agent or carrier.

“Goods” - All products, parts, assemblies, documents, repairs and services sold by the Company to the Customer

“Invoice total” – The total cost to the Customer of the order including freight and GST charges

“Terms” – these terms and conditions of sale

“Trading terms” – Trading terms detailed within the customer account approval letter and applicable to the customer account approved by the Company

2. Application

2.1 These Terms apply to all orders and sales for the sale of Goods by the Company.

2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.

2.3 The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms.

3. Prices

3.1 Prices are determined and fixed at the time of order and prior to payment of any deposit. All prices are FOB Osborne Park Western Australia, GST Exclusive unless otherwise stated.

3.2 Prices are subject to change without notice with the following exceptions

3.2.1 COD customers

i) until order confirmation has been issued by the Company

ii) deposit or order total paid

3.2.2 Account customers

i) until order confirmation has been issued by the Company

3.3 Quoted prices are valid for 30 days from the date of a written quotation or issue of price list.

4. Payment

4.1 Payments are to be made to the Company without any deduction or discount unless explicitly stated to the contrary by the Company, either in these Terms or, on the relevant invoice or statement.

4.2 COD Customers must pay 35% deposit of the total order value at placement of order with the balance due in full prior to delivery.

4.3 Interest is payable on all overdue accounts calculated on a daily basis at the rate of 1.5% per month (18% per annum) as from the date due for payment until payment is received by the Company.

4.4 In the case of payment defaults the Company reserves the right to suspend all further deliveries until the default has been rectified, and may repudiate the contract with regard to future deliveries. The Company also reserves the right to place the customers credit account on credit hold until the Company believes the Customer is in a position to service their credit account terms without further default.

4.5 In the case of default or late payment, the Company reserves the right to utilise the service of a Mercantile Agent, Debt Buyer or Collection Agent. All losses and/or costs associated with the use of this facility shall be at the Customer’s expense.

5. Delivery

5.1 The Customer must, within 5 days of being notified of their goods availability, collect or accept delivery of the Goods and pay the balance of the invoice total unless other arrangements have been agreed to by the Company in advance of the goods availability or delivery notification.

5.2 Unless other arrangements have been agreed to by the Company in advance of the goods availability or delivery notification then failure to collect Goods or accept delivery within 21 days of being notified of their availability, the

Company reserves the right to cancel the order, keep any amounts received from the Customer the deposit and resell the Goods.

5.3 The Company reserves the right to charge the Customer storage on goods not collected or delivered within 5 days of notification of their availability at the rate of \$55.00 (inclusive of GST) per cubic metre per week or parts thereof

5.4 The Company reserves the right to deliver the Goods in whole or in instalments, as well as to deliver prior to the date for delivery and, in such event, the Customer must not refuse to take delivery of the Goods unless the Customer has explicitly requested a particular date for the delivery which has been agreed to by the Company in writing.

5.5 Any failure on the part of the Company to deliver instalments within any specified time does not entitle the Customer to revoke the contract with regard to any remaining undelivered goods.

6. Title

6.1 Legal and beneficial ownership of the Goods will not pass to the Customer until such time as the Goods have been paid in full in cash or cleared funds.

7. Risk and Insurance

7.1 The Goods are entirely at the risk of the Customer from the moment of delivery to the Customer's point of delivery or on collection, even though title in the Goods may not have passed to the Customer at that time.

7.2 The Customer must, at its own expense, maintain the Goods and insure them for the benefit of the Company against theft, breakdown, fire, water and other risks as from the moment of delivery to the Customer and until title in the Goods has passed to the Customer.

7.3 The Company does not make any representation or warranty that the Goods are suitable or fit for purpose when the Customer has specified the Goods or does not follow advice offered by the Company if provided.

7.4 When applicable, where Goods have been offered as a system, these have been designed to operate in accordance to the information supplied by the Customer. Such information may include, but not limited to, geographical location, load duration and power requirements and shall be clarified before quotation. If any of these are changed or the Customer confirms the order with insufficient information or against the advice of the Company, then the Company cannot warrant that the system will perform satisfactorily and can therefore carry no responsibility for any losses resulting from any malfunction of the equipment.

8. Inspection

8.1 Unless the Customer has given written notice to the Company within 5 days after collection or delivery that the Goods do not comply with the relevant specifications or descriptions, the Goods are deemed to have been accepted in good order and condition.

9. Cancellations

9.1 No order may be cancelled, modified or deferred without the prior written consent of the Company (which is at the Company's sole discretion). If such consent is given it is subject to the Company being reimbursed all costs and losses, including loss of profits. The cancellation fee will be not less than 20% of the invoice total of the Goods, but can be higher if deemed necessary to cover costs and losses. The determination of the Company is final.

10. Limited Liability

10.1 These Terms do not affect the rights, entitlements and remedies conferred by the Competition and Consumer Act 2010.

10.2 The Company is not subject to, and the Customer releases the Company from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the Goods. The Customer acknowledges that the Company is not:

- (a) responsible if the Goods do not comply with any applicable safety standard or similar regulation;
- (b) liable for any claim, damage or demand resulting from such non-compliance.

10.3 If any statutory provisions under the Competition and Consumer Act 2010 or any other statute apply to the contract between the Company and the Customer (Contract) then, to the extent to which the Company is entitled to do so, the Company's liability under the statutory provisions is limited, at the Company's option, to:

- (a) replacement or repair of the Goods or the supply of equivalent Goods; or
- (b) payment of the cost of replacing or repairing the Goods or of acquiring equivalent goods; and in either case, the Company will not be liable for any consequential loss or damage or other direct or indirect loss or damage.

11. Warranty

11.1 All Goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards and allowable uses detailed by the manufacturer.

11.2 On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of such defect. The Customer must not carry out any remedial work on the defective Goods without first obtaining the written consent of the Company to do so.

11.3 The Customer expressly acknowledges and agrees that it has not relied upon, and the Company is not liable for any advice given by the Company, its employees, agents or representatives in relation to the suitability for any purpose of the Goods.

11.4 The Customer must, upon request by the Company, deliver the defective goods either in person or via their agent either to the Company premises or any address supplied by the Company for warranty assessment, or repairs. The Company accepts no responsibility for any freight charges incurred by the customer in relation to any warranty work performed by the Company, the Company's agents or suppliers

12. Force Majeure

12.1 The Company will not be liable for any breach of contract due to any matter, event or thing beyond the Company's control.

13. Waiver of Breach

13.1 No failure by the Company to insist on strict performance of any of these Terms is a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Customer.

14. No Assignment

14.1 Neither the Contract, nor any rights under the Contract may be assigned by the Customer without the prior written consent of the Company, which is at the Company's absolute discretion.

15 Intellectual Property

15.1 No right or license is granted to any Customer under any patent, copyright, registered design or other industrial property right except the right to use or re-sell the goods.

16 Rights & Authorities

16.1 The Customer dealing in the Company's goods have no right or authority to bind the Company in any way or to assume on the Company's behalf any obligation express or implied

17 Returns

17.1 Goods made to order or are a special procurement for the Customer are not returnable.

17.2 Goods are not returnable should the Customer change their mind.

18. Severability

18.1 If any provision contained within these Terms is determined by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions will be unaffected.

19. Governing Law

19.1 These Terms and Conditions shall be governed by the law of Western Australia and the parties submit to the courts of Western Australia in respect of any dispute which may arise between the Customer, the Company, their representatives and / or agents.