

# TERMS & CONDITIONS

## Introduction

Krannich Solar Pty Ltd and/ or Krannich Solar Brisbane Pty Ltd (“**Krannich Solar**”) agrees to sell to the Customer, and the Customer agrees to purchase, the Goods from Krannich Solar in accordance with these terms and conditions (“**Agreement**”). The contractual partner of the Customer is always the respective acting entity.

## 1. Definitions

In this Agreement, the following definitions apply:

- (a) **“ACL”** means the Competition and Consumer Act 2010 (Cth.) Schedule 2;
- (b) **“Business Days”** means each day excluding Saturdays, Sundays and public holidays in Victoria;
- (c) **“Confirmed Order”** has the meaning in clause 4.2;
- (d) **“Customer”** means the person or entity listed in the Customer Account and includes anyone acting on the Customer’s behalf or with the Customer’s express or implied authority;
- (e) **“Customer Account”** means the unique account created:
  - (i) by the Customer on, or via, the Website; or
  - (ii) by Krannich Solar when the Customer provides it with the applicable information.
- (f) **“Confidential Information”** means all financial, business, operational and technical or other data, Customer and supplier information, cost estimates, processes, handbooks, manuals, standards, concepts and methods, ideas, know-how, designs, drawings, inventions, product or service plans, product specifications, marketing information, trade secrets, programs, data or application systems codes, and all other information (whether written, oral or in electronic form, or on magnetic or other media) concerning the Goods, the Documentation, the business and affairs of Krannich Solar (or any Related Bodies Corporate), and any other information of a confidential nature that the Customer obtains, receives or has access to as a result of the discussions leading up to, or the entering into or the performance of, the Agreement;
- (g) **“Documentation”** means the documents made available to the Customer by Krannich Solar which sets out the description of the Goods, operating instructions, manuals and warnings for the Goods, including, but not limited to, drawings, dimensions, weights, capacities, specifications and performances statements;
- (h) **“Goods”** means all goods advertised for sale by Krannich Solar on its Website and ordered by the Customer (either on, or via, the Website or by email, telephone or in person) which are delivered or are to be delivered by Krannich Solar to the Customer (as the context permits);
  - (i) **“Insolvency Event”** means any of the following:
    - (i) a receiver, receiver and manager, liquidator, provisional liquidator, controller or any form of external administrator has been appointed over the Customer or any property belonging to the Customer;
    - (ii) an event occurs which gives any person the right to seek an appointment referred to in paragraph (i);
    - (iii) the Customer proposes or takes any steps to enter into a scheme, arrangement, agreement or compromise with its creditors or call a meeting of creditors;
    - (iv) the Customer suspends payment of its debts generally;
    - (v) the Customer becomes insolvent or bankrupt within the meaning of the Corporations Act 2001 (Cth) or the Customer has a bankruptcy petition presented against it;
    - (vi) an application is made to a court or a resolution is passed or an order is made for the winding up or dissolution of the Customer or an event occurs that would give any person the right to make an application of this type; or
    - (vii) any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (i) to (vi).
  - (j) **“Intellectual Property”** means any intellectual or industrial property rights that have been, or may be, created or developed, whether or not registered or registrable, including, without limitation, a patent, trademark or service mark, copyright, visual image, performance, recording or broadcast, registered design, business name, domain name, trade secret, confidential information (including the Confidential Information), or database or list of information;
  - (k) **“PPSA”** means the Personal Property Securities Act 2009 (Cth) and where applicable includes all regulations made pursuant to it;
  - (l) **“Premises”** has the meaning in clause 7.3;
  - (m) **“Price”** means the fees and charges payable by the Customer to Krannich Solar for the Goods;
  - (n) **“Related Bodies Corporate”** has the meaning in the Corporations Act

(Cth) 2001; and

**“Website”** means the website situated at <https://krannich.com.au/> or any other website notified by Krannich Solar from time to time.

## 2. Application of this Agreement

- 2.1. Krannich Solar is a wholesale supplier and distributor of Goods to customers and this Agreement should be construed strictly in this context only. Krannich Solar does not provide (and does not engage third party providers to provide) installation, maintenance or repair services in respect of the Goods.
- 2.2. This Agreement applies to all orders placed by the Customer with Krannich Solar for the purchase of Goods. No terms or conditions set out in any invoice or purchase order (or similar), issued by the Customer, will override this Agreement.
- 2.3. Krannich Solar may change the terms of this Agreement, the Goods or the Price at any time, by giving the Customer written notice, or by otherwise posting it on our Website. Where a change relates to an increase in Price, Krannich Solar shall provide the Customer with 30 days’ prior written notice or by otherwise posting it on our Website. If the Customer does not agree to these changes, the Customer may terminate the Agreement by written notice to Krannich Solar no later than 30 days after the date the Customer received written notice of the changes or the changes were posted on our Website.
- 2.4. The surrender of EL images during the solar module production is not part of the Agreement.

## 3. Placement of orders

- 3.1. Any price quotations prior to the parties entering into this Agreement are indicative only and are not binding on Krannich Solar, unless expressly declared as binding in writing. The customer shall be bound for 7 (seven) Business Days to declarations concerning the conclusion of contracts.
- 3.2. Krannich Solar requires that any order for Goods must be in writing. Any order made by the Customer for Goods will not constitute a legally binding agreement until the Customer has received a written confirmation of the order from Krannich Solar to its nominated email address (**“Confirmed Order”**).
- 3.3. Krannich Solar may, at its absolute discretion, accept or decline any order for Goods (or part thereof). Any order for Goods (or part thereof) not accepted is automatically deemed cancelled.
- 3.4. No application to cancel or vary a Confirmed Order will be considered by Krannich Solar unless made by the Customer in writing to Krannich Solar. Krannich Solar, may, at its absolute discretion, consider an application by the Customer to cancel or vary any Confirmed Order. Krannich Solar reserves the right to charge the Customer for any loss or expenditure incurred by Krannich Solar in relation to any cancellation or alteration of the Confirmed Order (including, but not limited to, the cost of the materials used or purchased, transport costs and the cost of labour incurred).

## 4. Price

- 4.1. The Customer shall pay the Price for the Goods in accordance with the Confirmed Order. Payment shall be made in the manner nominated by Krannich Solar in writing.
- 4.2. In addition to the Price paid for the Goods, the Customer agrees to pay:
  - (a) GST and any other taxes and government charges, levies or fines in relation to the purchase of the Goods;
  - (b) the cost of delivery of the Goods, packaging costs, transport insurance and all other costs, charges or expenses in relation to delivery which are payable to the Customer;
  - (c) charges for payments made by credit card; and
  - (d) charges incurred in connection with the cancellation or variation of a Confirmed Order.
- 4.3. If between the date of the Confirmed Order and the issue of an invoice, there is an increase in the cost to Krannich Solar of supplying the Goods which is beyond the control of Krannich Solar, then Krannich Solar may increase the amount of the invoice in line with the increase in cost. If the price of an order has increased between the date of the Confirmed Order and the issue of the invoice, the Customer may cancel the Confirmed Order by written request within 5 days of receipt of the invoice and the order will be terminated.

## 5. Payment

- 5.1. The Customer must pay for the Goods in full before delivery will be made, unless otherwise agreed in writing by Krannich Solar.

- 5.2. If the Customer fails to pay any amount to Krannich Solar under this Agreement by the due date, without limiting any other remedies available to it under this Agreement or at law, Krannich Solar may, at its absolute discretion, either: (b)
- (a) charge interest on all outstanding invoices, charged at an interest rate of 1.25% per month (15% per annum). Interest will accrue daily and be payable upon demand;
  - (b) cancel any Confirmed Order or suspend the delivery of any Goods until all outstanding invoices are paid in full (including any interest); or
  - (c) set off any and all outstanding invoices against any amounts owing to the Customer by Krannich Solar under this Agreement.
- 5.3. The Customer will pay Krannich Solar all costs and expenses incurred in recovering any outstanding invoices, fees or charges (including interest), legal costs (on a solicitor/client basis) or expenses paid by Krannich Solar to mercantile or collections agents.
- 5.4. Krannich Solar reserve its rights to request at any time upfront payment, bank guarantee or some other form of security if Krannich Solar considers the terms of payment of any Goods delivered to the Customer by Krannich Solar have not been strictly adhered to by the Customer, or Krannich Solar has reasonable concerns about the Customer's ability to pay for any Goods or otherwise perform its obligations herein.
- 6. Delivery**
- 6.1. Krannich Solar will provide the Customer a written notification of the estimated delivery date (noting that delivery times are estimates only and are not binding on Krannich Solar).
- 6.2. The time for Delivery of the Goods shall not be regarded as being of the essence and are at all times subject to availability of the Goods. If the delivery of the Goods is delayed for any reason (including the unavailability of the Goods), Krannich Solar:
- (a) will use reasonable endeavours to promptly notify the Customer of any delays in delivering the Goods; and
  - (b) will not be liable to the Customer for any costs, losses or damages caused by any delays in delivery.
- 6.3. Krannich Solar will deliver all Goods purchased by the Customer to Krannich Solar's warehouse situated at 122 Castro Way, Derrimut, VIC, 3026 ("Premises") or such other location as agreed by the parties in writing from time to time.
- 6.4. The Customer must collect the Goods from the Premises within 5 Business Days of the date the Customer received written notice from Krannich Solar that the Goods have been delivered to the Premises.
- 6.5. Krannich Solar reserves the right to make deliveries of any Confirmed Order by instalments.
- 6.6. If Krannich Solar agrees in writing to deliver the Goods to a delivery address nominated by the Customer, Krannich Solar shall use reasonable endeavors to effect delivery of the Goods to the nominated delivery address and by the date and time specified in advance by Krannich Solar. Krannich Solar may, at its absolute discretion, deliver Goods to a post box, post restante address or address outside of Australia. All associated costs (including the costs incurred by Krannich Solar effecting transport insurance on behalf of the Customer) are payable by the Customer, and delivery will be at the Customer's risk.
- 6.7. If Krannich Solar is unable to effect delivery of the Goods to the Customer's nominated delivery address for any reasons (including the failure on the Customer's part to take delivery within a reasonable time), Krannich Solar will, at its absolute discretion, be entitled to:
- (a) handle and store the Goods at the Customer's risk and in such manner as Krannich Solar may determine;
  - (b) charge the Customer handling and storage fees at Krannich Solar's prevailing rates at the time; and
  - (c) charge the Customer additional fees at the prevailing rate to effect delivery of the Goods, and Krannich Solar will not be liable to the Customer or anyone else for any costs, losses or damages caused to the Customer (or anyone else) by any delays or failure to effect delivery.
- 6.8. The Customer will ensure that any person who collects or takes delivery of the Goods on behalf of the Customer is authorized by the Customer to do so. The Customer shall procure that its duly authorized representative shall be present at delivery or the collection of the Goods. Acceptance of delivery by such representative shall constitute conclusive evidence that Customer has examined the Goods and found it to be in good condition, complete in every way for purpose for which it is intended, and in quantities ordered by the Customer. If required, the duly authorized representative shall sign a receipt confirming acceptance.
- 6.9. Krannich Solar may, at its absolute discretion, withhold delivery of the Goods if:
- (a) an Insolvency Event occurs in respect of the Customer and the Corporations Act 2001 (Cth) does not prevent Krannich Solar from withholding delivery of the Goods because of that Insolvency Event; or the terms of payment for any Goods have not been strictly adhered to by the Customer.
- 7. Defective Goods**
- 7.1. When the Goods are delivered to, or collected by, the Customer, the Customer must promptly check the Goods for any defects. The Customer must, no later than 3 Business Days after collecting the Goods, give Krannich Solar written notice of these defects.
- 7.2. Subject to clause 8.3, where:
- (a) the Customer is entitled to the benefit of a consumer guarantee under the ACL in respect of defective Goods purchased from Krannich Solar, the Customer will to return the defective Goods to Krannich Solar for exchange with replacement Goods and Krannich Solar will pay the reasonable cost to replace the defective Goods; or
  - (b) the ACL does not apply but the Goods are covered by a separate manufacturer's warranty, Krannich Solar will use reasonable endeavours to assist the Customer to seek a remedy from the manufacturer direct in accordance with the manufacturer's warranty.
- 7.3. Krannich Solar will assist the Customer to return the defective Goods to the manufacturer for exchange with replacement Goods and Krannich Solar will pay the reasonable cost to replace the defective Goods, if this is not covered by the manufacturer's warranty.
- 7.4. To the full extent permitted by law, the Krannich Solar will not exchange or replace defective Goods:
- (a) which have been lost, stolen or damaged while in the possession, custody or control of the Customer or anyone else, or otherwise as a result of an act or omission by anyone other than Krannich Solar;
  - (b) which have been tampered with, defaced or misused by the Customer or any other person;
  - (c) which have been installed, interoperated or intermingled with third party materials, goods or services;
  - (d) which have been modified, altered or repaired by any party other than Krannich Solar or the manufacturer;
  - (e) which have not been correctly stored or used under normal conditions, including as specified by Krannich Solar; or
  - (f) if the Customer failed to provide Krannich Solar with written notice in accordance with clause 8.1.
- 7.5. To the maximum extent permitted by law, clause 8.2 is the sole and exclusive remedy of the Customer in relation to defective Goods.
- 7.6. The Customer acknowledges that the Goods may contain minor deviations (including but not limited to, deviations in colour, finish or size of the Goods) which do not affect the quality, value or performance of the Goods and the Customer is not entitled to any recourse, including: compensation or a refund of the Price; cancel a Confirmed Order; or reject the Goods as defective, ==as a result of any minor deviations.
- 8. Risk and title**
- 8.1. Risk of loss, theft, damage or destruction of the Goods passes to the Customer as soon as Krannich Solar has delivered the Goods to the Customer by making the Goods available for collection by the Customer or an authorised representative of the Customer (including transport company or freight forwarder engaged by the Customer to collect the Goods).
- 8.2. Title to, and in, the Goods will not pass to the Customer until payment in full for the Goods (and any other amounts owing by the Customer to Krannich Solar under this Agreement) is received by Krannich Solar in clear funds.
- 8.3. The Customer acknowledges that until title in, and to, the Goods passes to the Customer, the Customer:
- (a) holds the Goods as bailee of Krannich Solar;
  - (b) will store the Goods separately and in such a manner that the Goods are clearly identified as property of Krannich Solar;
  - (c) will not cause the Goods to lose their identifiable character or be intermingled with third party materials, goods or services in any way, except with Krannich Solar's prior written consent;
  - (d) has no right, lien, claim or interest whatsoever in the Goods;
  - (e) will provide Krannich Solar access to the premises where the Goods are stored to enable Krannich Solar to inspect and/or seize the Goods; and will:
  - (f) not allow any person (other than Krannich Solar) to have or acquire any security interest in the Goods;
  - (g) insure the Goods for their full insurable value or replacement value (whichever is higher) with a reputable Australian insurer; and
  - (h) not remove, deface, erase, cover up or obliterate any identifying marks, ownership marks, stickers, numbers, warnings, under or safety information on the Goods or the Documentation.

- (8.4. Krannich Solar shall be entitled at any time until title in, and to, the Goods passes to Customer in full, to demand return of the Goods and it shall be entitled without notice to the Customer and without liability to the Customer to enter any premises occupied by the Customer in order to search for and remove the Goods.
- 8.5. The Customer acknowledges that if it sells the Goods before title in, and to, the Goods has passed to the Customer, it sells the Goods as a fiduciary agent of Krannich Solar provided that such sales shall not give rise to any obligations on the part of Krannich Solar. The Customer shall hold the proceeds of sale on trust for Krannich Solar in a separate account.
- 8.6. The Customer acknowledges Krannich Solar may register any security interest (in any manner Krannich Solar consider appropriate) in relation to the Goods and the proceeds arising in respect of any dealings in the Goods in accordance with clause 10.
- 9. PPSA**  
If Krannich Solar determines, in its absolute discretion, that the PPSA applies to any transaction under this Agreement, the Customer agrees that:
- 9.1. it grants a first ranking security interest and purchase money security interest in the Goods and the proceeds arising in respect of any dealings in the Goods for the purpose of the PPSA, as security for all amounts owing now or in the future, which is a continuing security despite any settlement of account or other matter or thing until a final discharge is given to Krannich Solar (where applicable), and that it waives the right to receive any verification statement relating to the security interest created in this Agreement;
- 9.2. it will do things necessary (such as obtaining consents and signing documents) to enable Krannich Solar to register and perfect its security interest in the Goods and its proceeds and, if requested by Krannich Solar, will not take possession of the Goods unless Krannich Solar has registered a financing statement designating a purchase money security interest over them;
- 9.3. not register a financing charge statement in the respect of security interest contemplated or constituted by this Agreement without Krannich Solar's prior written consent, and will not create any security interest in the Goods, nor register or permit to be registered a financing statement or finance charge statement in relation to the Goods in favour of a third party without Krannich Solar's prior written consent;
- 9.4. Krannich Solar may appropriate (or re-appropriate despite any prior appropriation) moneys received in respect of the Customer at its absolute discretion towards any part of the amounts owing in this Agreement, including in order to maximise the extent to which it can have recourse to its security interest in the Goods held by the Customer;
- 9.5. to the extent permitted by the PPSA, sections 95, 96, 117, 118, 121(4), 125, 127, 129(2) and (3), 130, 132, 134(2) 135, 142 and 143 of the PPSA do not apply to the obligations owed between Krannich Solar and the Customer in accordance with this Agreement and the Customer has no rights under them; and
- 9.6. to promptly notify Krannich Solar of any changes in writing of the Customer's details set out in the Customer Account.
- 10. Exclusion of warranties and liability**
- 10.1. The Goods and the Documentation are provided to the Customer on 'as is' basis. It is the Customer's responsibility to satisfy itself as to the suitability, condition and fitness for purpose of the Goods and the Documentation without relying upon the skills or judgment of Krannich Solar. To the maximum extent permitted by law, Krannich Solar makes no warranty that the Goods requested by the Customer meets the needs of the Customer's business, are suitable for the purpose for which they are used or defect or error free.
- 10.2. Krannich Solar's will not be liable to the Customer or anyone else where the Goods:
- (a) have not been used strictly in accordance with the Documentation;
  - (b) the suitability of any Goods for any particular purpose or use under specific conditions which were not made known or communicated to Krannich Solar;
  - (c) have been altered, repaired or modified by anyone other than Krannich Solar or manufacturer;
  - (d) have been subjected to unusual or non-recommended use, misuse, neglect, accident, damage in transit, abuse or unusual or natural hazard;
  - (e) have been installed improperly; or
  - (f) have been interoperated with third party materials, goods or services.
- 10.3. To the extent that the Customer acquires goods or services from Krannich Solar as a consumer within the meaning of the ACL, the Customer may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by this Agreement.
- 10.4. Nothing in this clause 11 operates to exclude, restrict or modify the application of any condition, warranty or provision implied by law, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
- (a) contravene that statute; or
  - (b) cause any term of this Agreement to be void,
- (Non-excludable Obligation).**
- 10.5. Except in relation to Non-excludable Obligations and to the maximum extent permitted by law:
- (a) all representations, conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or imposed by custom, under the general law or by statute are expressly excluded under this Agreement;
  - (b) Krannich Solar will not be liable to the Customer or any third party for:
    - (i) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or
    - (ii) loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of or damage to reputation, downtime costs, loss of use, failure to realize anticipated savings, loss under or in relation to any other contract, loss of opportunity or expectation loss or loss of production, loss of, or damage or corruption, to data; or
    - (iii) loss of, or damage to, any property or any personal injury or death to the Customer or any third person, arising out of, relating to or connected to the provision, delivery or use of the Goods, the Documentation and this Agreement, regardless of the cause of action on which they are based, even if advised of the possibility of such damage occurring; and
  - (c) Notwithstanding anything else, Krannich Solar's total aggregate liability arising out of, relating to or connected to the provision, delivery or use of the Goods, the Documentation and this Agreement (and whether arising under any statute, in tort (for negligence or otherwise), or on any other basis in law or equity), is limited to the amounts paid by the Customer under this Agreement in the 1 (one) month immediately preceding the date on which the claim giving rise to such liability arose.
- 10.6. The Customer agrees to defend, indemnify and hold Krannich Solar, its Related Bodies and each of their officers, directors, employees and contractors (collectively, the "**Indemnified**") harmless from and against any and all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of or arising out of any:
- (a) loss of or damage to any property belonging to the Customer or any third party, or any personal injury or death arising out of or in connection with this Agreement; or
  - (b) breach or non-performance by the Customer of any its obligations under this Agreement.
- 11. Suspension and termination**
- 11.1. This Agreement commences on the date of execution of the Agreement by both parties and continues unless terminated pursuant to its terms.
- 11.2. Either party may terminate this Agreement at any time on 14 days' notice in writing to the other party, but the termination of this Agreement will not cancel or affect any current Confirmed Orders.
- 11.3. Without prejudice to any of its other rights, powers or remedies, Krannich Solar may suspend or cancel any Confirmed Order for the delivery of Goods and may terminate this Agreement immediately by notice in writing, if:
- (a) the terms of payment for any Goods by Krannich Solar have not been strictly adhered to by the Customer;
  - (b) the Customer makes a statement that is, or likely to be, misleading or deceptive in respect of its creditworthiness; or
  - (c) the Customer breaches any of its obligations under this Agreement.
- 11.4. Without affecting any other right or remedy available to it, Krannich Solar may suspend or cancel any Confirmed Order for the delivery of Goods and may terminate this Agreement immediately by giving written notice to the Customer if:
- (a) an Insolvency Event occurs in relation to the Customer; and
  - (b) the Corporations Act 2001 (Cth) does not prevent Krannich Solar from terminating this Agreement because of that Insolvency Event.
- 11.5. On termination of this Agreement, without prejudice to other rights or remedies, the Customer shall pay to Krannich Solar on demand:
- (a) all outstanding invoices and other amounts due under this Agreement (including any interest); and
  - (b) any costs and expenses (including legal costs) incurred by Krannich Solar in collecting any sums due under or arising out of this Agreement.
- 11.6. Termination of the Agreement is without prejudice to the rights of Krannich Solar accruing up to the date of termination.

## 12. Confidentiality and Intellectual Property

- 12.1. Save as required by law, the Customer will not, during and after termination of this Agreement, without prior written consent of Krannich Solar, use or disclose to any other person (except to the Customer's professional advisors) any Confidential Information of Krannich Solar or its Related Bodies Corporate. The Customer shall at any time on demand or on termination of this Agreement, immediately deliver to Krannich Solar all Confidential Information in its or its officers, employers, contractors or agent's possession, control or custody, or if requested by Krannich Solar in writing, destroy all such Confidential Information.
- 12.2. Nothing in this Agreement shall be construed as granting any right, title or interest in any of Krannich Solar's Intellectual Property in relation to the Goods, the Documentation or otherwise ("**Krannich IP**"). Any and all Krannich IP, and anything else generated therefrom, will be Krannich Solar's sole and exclusive property.
- 12.3. The Customer must not (and must not direct or authorise anyone else) to directly or indirectly infringe, the Krannich IP.
- 12.4. The Customer hereby grants Krannich Solar permission to use and publish the Customer's name, logo and trademark, together with reference(s) to the fact that the Customer is a customer or client of Krannich Solar, in any medium whatsoever, including on its website or marketing collateral.

## 13. GST

- 13.1. A reference in this clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (Act) is, unless the context dictates otherwise, a reference to that term as defined or used in that Act.
- 13.2. Any amount referred to in this Agreement which is relevant to determining a payment to be made by either party to the other is exclusive of any GST unless expressly indicated otherwise.
- 13.3. If GST is imposed on a supply made under or in connection with this Agreement, then the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.
- 13.4. The supplier must issue a tax invoice to the recipient of the supply at the time of payment of the GST-inclusive consideration or at another time agreed by the parties in writing.
- 13.5. If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this agreement, then the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

## 14. Force Majeure

Krannich Solar will have no liability to the Customer or to anyone else under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond control including, but not limited to, acts of God, failure of a utility service or transport

or telecommunications network, riots, civil commotion, computer hacking, war, acts of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or earthquake, any disaster or adverse weather, governmental actions, default or non-performance of hosting or data centre providers or other suppliers or sub-contractors, labour disputes, or any other failure, act or omission in Krannich Solar's supply chain.

## 15. Notices

- 15.1. All notices given by Krannich Solar may be given by email to the address in the Customer Account. It is the Customer's obligation to keep that email address current and correct. The Customer agrees that the record of Krannich Solar having sent a notice to it by email is, of itself, conclusive proof of receipt.
- 15.2. Notices given by the Customer must be delivered to Krannich Solar in writing (In this respect, E-Mail shall be considered as "in writing").

## 16. General

- 16.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 16.2. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.3. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 16.4. This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 16.5. Neither party shall, without the prior written consent of the other party (which will not be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, except that Krannich Solar may assign, sell or transfer its rights or obligations under this Agreement to a Related Bodies Corporate or bona fide third-party purchaser of Krannich Solar's business.
- 16.6. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 16.7. The United Nations Convention on contracts for the International Sale of Goods does not apply to this Agreement.
- 16.8. The laws of the State of Victoria, Australia govern this agreement. You agree to submit to the exclusive jurisdiction of the Courts of Victoria.

January 2019