

1 THIS AGREEMENT

- (a) This agreement consists of:
 - (i) the Order Qualifications;
 - (ii) these General Terms; and
 - (iii) each Order formed under this Agreement.
- (b) In the event of any inconsistency between the documents in clause 1(a), the documents will prevail over each other in the order in which they are listed in clause 1(a).

2 APPLICATION

- (a) The Customer acknowledges and agrees that it is authorised to accept this agreement as a lawfully authorised representative of the owner of the Site, or is validly authorised by a lawfully authorised representative of the owner of the Site to accept this agreement on behalf of the owner of the Site.
- (b) The Customer agrees to be bound by the terms of this agreement when it:
 - (i) accepts any Quote (including through the issuance of a Purchase Order referencing the Quote);
 - (ii) where a Quote has not been issued by JET Charge, issues JET Charge with a Purchase Order;
 - (iii) accesses and uses, or allows a third party to access and use, any CaaS Equipment at a Site; or
 - (iv) uses, browses or accesses, or allows a third party to use, browse or access, any part of any CaaS System.
- (c) This agreement will always prevail over any additional or different terms or conditions proposed by either party, whether or not contained in any of the Customer's purchase orders or other business forms, or on the Customer's website, unless the parties expressly acknowledge this agreement and specify that this agreement does not apply.

3 PRICING AND ORDERING

- (a) JET Charge agrees to supply to the Customer such Supplies as the parties may agree and specify in one or more Orders under this agreement.
- (b) Unless otherwise agreed by the parties in writing:
 - (i) a Quote is valid for 30 days from the date of that Quote;
 - (ii) all prices are quoted in Australian dollars;
 - (iii) all prices are quoted on an Ex Works basis (EXW) (Incoterms 2020);
 - (iv) the Fees are based on the cost of labour and materials as at the date of the Quote and are subject to variation in accordance with clause 5(d); and
 - (v) the Fees may be updated as agreed between the parties once every calendar year. For the avoidance of doubt, any agreed changes to the Fees will apply to all Orders on foot from the date of that change.
- (c) Once a Quote or Purchase Order has been accepted in writing:
 - (i) an Order is formed under the terms of this agreement and forms part of this agreement; and
 - (ii) that Order may not be varied other than in accordance with this agreement.

- (d) If a price in a Quote or Purchase Order is subsidised through a rebate by the Australian Renewable Energy Agency ("**Subsidised Pricing**"), the Subsidised Pricing shall only apply if the Customer has supplied to JET Charge a unique vehicle registration number of an EV owned by the Customer for each charger supplied as part of the CaaS Equipment at the time the Customer accepts the Quote or Purchase Order (as applicable) in writing.

4 SUPPLIES

- (a) JET Charge agrees to provide the Supplies on the terms of this agreement.
- (b) JET Charge must:
 - (i) perform its obligations under this agreement with due care and skill in a manner consistent with applicable industry standards;
 - (ii) maintain appropriate resources (including personnel) to provide the Supplies;
 - (iii) take out and keep current the insurance policies as specified in the Quote, and if not specified, workers' compensation insurance as required by law, and public liability insurance with a coverage of no less than \$10 million;
 - (iv) comply with all Laws and maintain all authorisations and licences in respect of the performance of its obligations under this agreement; and
 - (v) provide the Supplies in a timely manner and in accordance with any program for the provision of the Supplies set out in the Quote or otherwise agreed in writing between the parties.

5 SCOPE OF SUPPLIES

- (a) The parties may request a change to the Supplies where:
 - (i) in the case of the Customer, the requested change does not go beyond the general scope of this agreement; and
 - (ii) in the case of JET Charge, if a change in Law or any other event beyond the control of JET Charge necessitates a change to the Supplies,
- (b) (**Variation**). If a change in Law or any other event beyond the control of JET Charge necessitates a change to the Supplies, JET Charge must provide details of the extent to which the Supplies need to change and seek the Customer's approval to the change in Supplies. The Customer must approve or reject the change within 10 Business Days of receipt of JET Charge's notice. If the Customer rejects the change, JET Charge is not required to change the Supplies to accommodate the change in law or other event and may, at its discretion, terminate this agreement immediately.
- (c) Where a change to the Supplies is requested by the Customer under clause 5(a) or approved by the Customer, including under clause 5(b), JET Charge will be entitled to an adjustment of the Fee in accordance with clause 5(d).
- (d) The value of a change to the Supplies or an extension of time which entitles JET Charge to an adjustment of the Fees or compensation will be determined by JET Charge. In determining any deduction to be made for Works which are

taken out of this agreement, the deduction will include a reasonable amount for profit but not overheads. If the valuation relates to extra costs incurred by JET Charge, the valuation will include a reasonable amount for overheads and profit.

6 INVOICING AND PAYMENT

- (a) The Customer must pay the Fees (including any termination fees and charges under clause 26) and any other amounts owing under this agreement (**Amount Payable**) in accordance with this agreement.
- (b) Any Amounts Payable will be calculated on a daily basis and billed monthly.
- (c) For all Supplies other than CaaS Services, JET Charge will deliver an invoice to the Customer:
 - (i) on acceptance of the Quote, for 35% of the Fees;
 - (ii) on completion of any milestone set out in the Quote and, where no such milestone has been set out, at the end of each calendar month, for Supplies provided, and any other amounts payable under this agreement, in that calendar month; and
 - (iii) on Completion or when the Supplies have been terminated earlier in accordance with this agreement, the balance of the Fees and any other amounts payable under this agreement.
- (d) Upon receipt of an invoice from JET Charge, the Customer must pay the amounts set out in that invoice no later than 14 days from the date of the invoice unless otherwise agreed by the parties in writing or such amounts are disputed in good faith by the client (in which case the due date for payment will be delayed until the charges are verified by JET Charge, acting reasonably). Any amounts paid are non-refundable.
- (e) If any invoiced amounts or any other amounts that become payable under this agreement are not received by JET Charge when due:
 - (i) JET Charge may suspend provision of the Supplies pending full payment of such invoice;
 - (ii) the Customer authorises JET Charge to enter any location where the Supplies are located to retake possession of the Supplies without liability for trespass or damage; and
 - (iii) JET Charge will be entitled to charge interest on the unpaid amount from the due date until the date it is paid, at the rate of 6% per annum. JET Charge may also charge all or part of the costs incurred in collecting amounts due for payment, including reasonable legal fees, court costs, and associated expenses.
- (f) Unless otherwise agreed in writing, all fees are to be paid in AUD. The Customer indemnifies JET Charge against any loss reasonably incurred by JET Charge as a result of a payment from the Customer being in any currency other than AUD.
- (g) JET Charge may change the account to which you are required to make payments under this agreement from time to time by giving reasonable notice to you.

7 CARBON ABATEMENT

- (a) If specified in an Order, any emissions reductions, environmental attributes, carbon abatement or offset rights

or activities whatsoever which are associated with, are potentially available from, or arise from or in connection with the use of JET Charge's Supplies and / or any electric vehicle charger that utilises JET Charge's Supplies which could potentially give rise to the creation of Carbon Credits are hereby retained by and vested in JET Charge (or persons nominated by JET Charge).

- (b) The Customer agrees that JET Charge (or persons nominated by JET Charge), will be the sole owner of such emissions reductions, environmental attributes and related rights, will have authority as the project proponent to create related Carbon Credits under any relevant Carbon Credit Scheme, and that JET Charge may deal with any Carbon Credits as JET Charge sees fit, including by assignment or sale to any third party. The Customer agrees to take all action reasonably necessary, including by providing access to the JET Charge's Supplies as may be needed, to affect the assignment or to provide for the creation and vesting of Carbon Credits, emissions reductions or related rights to JET Charge (or persons nominated by JET Charge), and not to take any action that would create a third party interest, ownership, encumbrance or other restriction in respect of such Carbon Credits, emission reductions, environmental attributes or related rights.

8 TAXES

- (a) Unless expressly stated otherwise, prices provided by JET Charge under or in connection with this agreement are exclusive of all Taxes and the Customer will not be entitled to any additional payment from JET Charge on account of any liability for Taxes incurred in connection with this agreement.
- (b) If JET Charge is required by Law to make a deduction or withholding for or on account of any Taxes from a payment, no additional payment will be made to the Customer.

9 TERM

- (a) The term of this agreement commences when it is accepted under clause 2(a) and ends on the earlier of:
 - (i) the Termination Date; and
 - (ii) the date on which this agreement is terminated under clause 26 (**Term**).

10 USE OF CAAS SUPPLIES

- (a) The Customer must:
 - (i) keep the CaaS Equipment in good and useable condition at all times (reasonable wear and tear excepted) and promptly notify JET Charge of any repairs which may be required; and
 - (ii) immediately notify JET Charge of any accident or failure with respect to, or arising from, the use of the CaaS Equipment during the Equipment Term.
 - (iii) not repair any damage to or conduct any maintenance of the CaaS Equipment without obtaining JET Charge's prior written permission. JET Charge has the right to nominate the persons to carry out such repairs whether or not it is the

- responsibility of JET Charge or the Customer, as the case may be.
- (b) If JET Charge considers, acting reasonably, that any usage of any CaaS Supply is:
- unfair, improper, unreasonable or excessive;
 - unethical or contrary to this agreement or any other applicable law or regulation,
- (c) JET Charge may immediately suspend or terminate access to any or all CaaS Supplies to any person via remote deactivation or restriction of electricity supply to that equipment, and collect the CaaS Equipment from the Site, at the cost of the Customer. The Customer must ensure that any use of CaaS Supplies by it and any CaaS User complies with all applicable instructions, laws and regulations. In particular, the Customer must ensure that it and any CaaS User:
- takes reasonable care for its or their health and safety and the health and safety of those around it or them;
 - does not use or attempt to use the CaaS Supplies or any information, documents or other Materials provided by JET Charge in an unlawful manner, including to infringe the intellectual property rights of JET Charge or any other person; and
 - complies, as far as reasonably possible, with any reasonable instruction that is given by JET Charge or any other relevant person. This means complying with the relevant EV manufacturer's instructions and any instructions for use of the CaaS Supplies (which may be amended by JET Charge from time to time).
- (d) The Customer must not use, or attempt to use, the CaaS Equipment for any purpose other than to charge EVs and then only to the extent that the EV is compatible with the CaaS Equipment.
- (e) The Customer acknowledges that JET Charge is not physically supervising the use of the CaaS Equipment and that the Customer and any CaaS User does so at their own risk.
- (f) The Customer acknowledges that the CaaS Equipment remains the property of JET Charge at all times and the Customer does not have the right, consent or a licence from JET Charge to remove the CaaS Equipment to another address or location contrary to clause 11(b)(ii).
- (g) If a Damage Event occurs in relation to any CaaS Equipment, the Customer must notify JET Charge in writing as soon as possible and pay to JET Charge the amount of any Loss suffered by JET Charge, unless such loss arises from any negligence, fraud or wilful misconduct by JET Charge, its employees, officers, agents or contractors.

11 OWNERSHIP OF GOODS AND RISK

- (a) The Customer acknowledges and agrees that:
- it has no interest in any CaaS Equipment other than as a bailee;
 - the CaaS Equipment will at all times be the property of JET Charge and it will not make any claim as to ownership in the CaaS Equipment;
 - on and from delivery, the CaaS Equipment is in its possession and that the CaaS Equipment will at all times be used, operated and kept at its risk.

- (b) On and from delivery, the Customer must:
- not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the CaaS Equipment or any part or parts of the CaaS Equipment or with any interest in the CaaS Equipment;
 - keep the CaaS Equipment secure and in its own possession and control and must not remove the Goods or any part or parts of the CaaS Equipment from the place where such CaaS Equipment is located for the time being, namely the address supplied to JET Charge by it, without the prior written consent of JET Charge;
 - not allow any lien to be created upon the CaaS Equipment whether for repairs or otherwise and will duly and punctually pay all rents, rates, taxes, charges and impositions payable in respect of the Site and produce all receipts for such payments to JET Charge on demand;
 - not remove or change any name, name plate, identification number, trade mark or any other mark on any CaaS Equipment;
 - keep the CaaS Equipment free from distress, execution or other legal process affecting title to, or possession of, the CaaS Equipment; and
 - take all steps as may be necessary to safeguard and protect the title and the rights of JET Charge in each CaaS Equipment, including:
 - not place or permit to be placed any marks on any CaaS Equipment which are inconsistent with the rights of JET Charge in the CaaS Equipment, other than ordinary markings required for safety or regulatory purposes;
 - on occasions where the ownership of any CaaS Equipment is relevant, make clear to third parties that the CaaS Equipment is the property of JET Charge;
 - not do or permit to be done any act, omission or thing which might jeopardise the rights of JET Charge in any CaaS Equipment;
 - defend and keep JET Charge indemnified against all claims and demands made by any third party in respect of any CaaS Equipment, other than claims or demands arising out of the negligence, fraud or wilful misconduct of JET Charge, its employees, officers, agents or contractors; and
 - promptly, at its expense, take all necessary action to discharge any interest in the CaaS Equipment prohibited under clause 11(b)(i) or (ii). If it fails to do so, then at the election of JET Charge:
 - JET Charge may discharge that interest and it must pay to JET Charge, within 3 Business Days, the amount paid by JET Charge to discharge the interest; or



- (2) it must pay to JET Charge, within 3 Business Days, any Loss suffered by JET Charge (unless caused by negligence, fraud or wilful misconduct of JET Charge, its employees, officers, agents or contractors).

12 PROVISION OF CAAS SYSTEMS

- (a) JET Charge agrees to provide the Customer with access to the CaaS Systems for use in conjunction with, or independently of, the CaaS Equipment, subject to and in accordance with this agreement.
- (b) JET Charge reserves the right (acting reasonably) to change at all times, including after the date which the Customer receives this agreement, the technical elements, characteristics or any information in any CaaS System (including Content) of any CaaS System, to the extent the change does not have an adverse effect on the Customer.
- (c) JET Charge may suspend or reduce the use by the Customer of any CaaS System at any time, by giving at least one Business Day notice (if reasonably possible), including where:
 - (i) a CaaS System (or one or more of its components) requires maintenance or upgrading;
 - (ii) external factors require the reduction of electricity supply to various charging stations connected to a CaaS System;
 - (iii) access to, and use of, a CaaS System is disrupted or prevented as a result of an event outside JET Charge's reasonable control or for safety reasons.

13 CONTENT OF CAAS SYSTEMS

- (a) Each CaaS System is owned and operated by or on behalf of JET Charge.
- (b) All Intellectual Property Rights in all Content contained in any CaaS System or otherwise provided by JET Charge are owned or licensed by JET Charge.
- (c) The Content in any CaaS System is for general information purposes only. The Customer acknowledges and agrees that, while JET Charge has attempted to provide accurate information through a CaaS System, such information may change frequently and in no event will JET Charge be responsible for the accuracy, usefulness or completeness of the Content in any CaaS System, nor does it warrant that any such Content is the most current version thereof. JET Charge does not warrant or make any representations as to any third party products or services described or referred to in any CaaS System or otherwise. Any use of the Contents by another person or organisation is at the user's own risk.
- (d) The Content in any CaaS System is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of Content in a CaaS System is not an endorsement of any organisation, product or service.
- (e) JET Charge's sole obligation in respect of any complaint regarding any Content in any CaaS System, will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

14 ACCESS TO CAAS SYSTEMS

- (a) JET Charge does not warrant that the Customer will have continuous access to any CaaS System but JET Charge will use its best endeavours to notify the Customer within one Business Day in advance if a CaaS System would be unavailable. JET Charge will not be liable if a CaaS System is unavailable due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (b) JET Charge does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.
- (c) Whilst JET Charge takes reasonable precautions to protect information transmitted via a CaaS System, JET Charge cannot and does not guarantee the security or confidentiality of these communications or the security of any CaaS System.
- (d) JET Charge does not provide, and has no control over, communications, networks or services, the internet or other technology required or used in respect of any CaaS System and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

15 REGISTERING AN ACCOUNT

- (a) Subject to this agreement or as otherwise authorised by JET Charge in writing, the Customer must:
 - (i) not share its Account with others and must keep its Account details secure; and
 - (ii) immediately notify JET Charge if it becomes aware of any unauthorised use of the Account or the CaaS Supplies.
- (b) If the Customer permits another person to access the Customer's Account, the Customer is responsible for the acts or omissions of that person.
- (c) The Customer warrants that all information and data provided by it in the registration process is accurate, complete and up to date. The Customer will promptly inform JET Charge if there is any subsequent change to this information or data.
- (d) By registering an Account, the Customer warrants that:
 - (i) it is authorised and have full power and capacity to operate and manage the relevant CaaS Supply; and
 - (ii) it possesses the legal authority to access and use the relevant CaaS Supply in accordance with this agreement.
- (e) The Customer agrees that it will be financially responsible for the use of the CaaS Supplies by it and any other CaaS User, and to pay all applicable third party fees in respect of the CaaS Supplies, including for power supply to the CaaS Equipment.
- (f) The Customer must promptly update its account information with any changes to its details, including its email address, mailing address, telephone number and any applicable credit card information.

16 LATENT CONDITIONS

- (a) JET Charge, upon becoming aware of a Latent Condition while providing the Supplies, will give the Customer written notice of the general nature of the Latent Condition.
- (b) If required by the Customer, JET Charge will, as soon as practicable, give the Customer a written statement of:
 - (i) the Latent Condition encountered; and
 - (ii) the additional work, resources, time and cost which JET Charge estimates to be necessary to deal with the Latent Condition.
- (c) The effect of the Latent Condition will be deemed a Variation under clause 5, priced to include JET Charge's reasonable costs for complying with clause 16(b).

17 CARE OF THE WORKS

- (a) In providing the Supplies, JET Charge must:
 - (i) take reasonable measures to protect people and property;
 - (ii) avoid unnecessary interference with the passage of people and vehicles; and
 - (iii) prevent nuisance and unreasonable noise and disturbance.
- (b) JET Charge must inform the Customer immediately of any damage to material or property or any injury or death that occurs in connection with the Supplies.

18 STATUTORY GUARANTEE

If the Customer is a consumer for the purposes of the Australian Consumer Law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), goods or services supplied by JET Charge come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

19 JET CHARGE'S WARRANTIES

- (a) JET Charge warrants to the Customer that the Supplies will be free of defects in material and workmanship for the Warranty Period and in accordance with this clause 19.
- (b) If it is proven that the defect in the Product or Services provided by Jet Charge is covered by the Warranty, JET Charge's liability will be limited to, at its discretion and to the extent permitted by law:
 - (i) repair or replacement of the relevant Product in whole or in part, or payment for the cost of repairing or replacing the relevant Product;
 - (ii) re-performance of the Services or payment for the cost of having the Services supplied again.
- (c) All Warranties for any Product or Services repaired, replaced or re-performed during the Warranty Period will expire at the same time as the Warranty of the Product or Services as originally supplied.
- (d) The Customer agrees that, unless otherwise agreed in writing by JET Charge, any warranty on third party products is limited to the warranty given by the manufacturer of those

- products and, to the maximum extent permitted by law, JET Charge gives no additional warranties in relation to them.
- (e) The Warranty does not apply to:
 - (i) normal wear and tear;
 - (ii) items normally consumed in operation, such as lamps and fuses;
 - (iii) unpaid or partly paid Supplies;
 - (iv) defects notified to JET Charge later than 30 days from the discovery of such defect; or
 - (v) defects arising out of or in connection with:
 - (1) misuse, abuse, neglect, errors, incorrect storage or transportation, or any other act or omission of or by any person other than JET Charge or its approved service providers;
 - (2) installation, commissioning, repair or alteration (improper or otherwise) of the Supplies by any person other than JET Charge or its approved service providers;
 - (3) operation or maintenance that is not in accordance with Supply specifications, documentation and/or instructions specified by JET Charge, including in relation to software and firmware updates;
 - (4) JET Charge not being provided with access to telemetry data within 48 hours of a reported fault or failures due to telecommunications networks;
 - (5) improper climate and environmental conditions where the Supplies are used or installed;
 - (6) any Supplies being stored for more than 12 months prior to being put into operation;
 - (7) power failure, power surge, lightning, flood, fire, accidental breakage or other events outside of JET Charge's reasonable control; or
 - (8) a direction from the warranty holder where JET Charge or its approved service provider has recommended to the warranty holder against such direction.
- (f) A warranty exclusion described above may be discovered by the Customer, by the technician in the field or during the repair of the Supplies in the JET Charge repair centre. If that warranty exclusion is confirmed by JET Charge, the logistics, analysis, and associated material, labour and administration costs will be charged to the warranty holder.
- (g) If a warranty exclusion is discovered during the repair, the repair will be stopped, the Customer notified, and when possible, a repair estimate will be provided.
- (h) Due to the evolution of technology, a replacement Supply may not be compatible with the existing installed system. The warranty does not cover any expenses or costs which might be incurred to configure, retrofit or adapt the replacement Supply to the existing installation.
- (i) Except as expressly provided to the contrary in writing by JET Charge and to the extent permitted by law, any representation, warranty, condition, guarantee or undertaking that would be implied in relation to these Terms and Conditions or any Supply by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law, including any implied warranties of

acceptable quality or fitness for a disclosed purpose. If any statute implies any term, condition or warranty into these Terms and Conditions, and that statute prohibits provisions in a contract excluding or modifying the application of, exercise of or liability under such a term, condition or warranty, then that term, condition or warranty will be taken to be included in these Terms and Conditions.

20 CUSTOMER'S ACKNOWLEDGEMENT

The Customer acknowledges and agrees:

- (a) that JET Charge does not have expertise in the area of fire safety compliance and risk management and that it should not construe the Supplies as advice in respect of fire safety compliance or risk management;
- (b) that it has been afforded the opportunity to obtain independent expert advice relating to fire safety compliance and risk management and that it confirms, by accepting the Quote, that it has fully satisfied itself of the risks in respect of fire safety and the Supplies and is in compliance with all Laws and authorisations in respect of fire safety and risk management; and
- (c) that any information provided by the Customer in respect of fire safety compliance or risk management has not been independently verified by JET Charge or its Representatives and that JET Charge may rely on such information for the purposes of providing the Supplies.

21 INTELLECTUAL PROPERTY

- (a) Unless otherwise expressly stated in this agreement, no Intellectual Property Rights in the Existing Material of either party is assigned or otherwise transferred. Each party (**granting party**) grants to the other party a non-exclusive, non-transferable, royalty free, personal licence during the Term to use the Intellectual Property Rights in the Material of the granting party to the extent required to exercise their rights or perform their obligations under this agreement.
- (b) As between the parties, JET Charge owns all Intellectual Property Rights in and to:
 - (i) any Material provided, created or developed by or on behalf of JET Charge in connection with this agreement; and
 - (ii) any modifications or enhancements to such Material, and the Customer assigns to JET Charge any modifications or enhancements made by or on behalf of the Customer immediately from creation, (**JET Charge IP**).
- (c) Upon payment in full for the Supply, JET Charge grants the Customer a non-exclusive, non-sublicensable, perpetual, irrevocable, royalty free licence to use JET Charge IP solely in order to enjoy the full benefit of the Supplies.
- (d) Except as otherwise agreed in writing by JET Charge, the Customer must not:
 - (i) create derivative works based on, or directly or indirectly derive any income from any JET Charge IP;
 - (ii) access, copy, frame or mirror any JET Charge IP, other than copying or framing on its own intranet or otherwise for its own internal business purposes;

- (iii) rent, lease, reverse engineer, decompile or disassemble any JET Charge IP; and
- (iv) directly, indirectly or take steps to register or apply for, any JET Charge IP or any Intellectual Property Rights substantially similar to any JET Charge IP.

22 CONFIDENTIALITY

- (a) Subject to clause 22(b), each party agrees to:
 - (i) keep strictly confidential all Confidential Information of or relating to the other, including the existence of such Confidential Information;
 - (ii) use or copy the other's Confidential Information only for the purposes of this agreement; and
 - (iii) ensure that no Representative or other person who has access to the other party's Confidential Information through or on behalf of it will use, copy or disclose the other party's Confidential Information, other than for the purposes of this agreement.
- (b) Each party must, and must ensure that any Representative or other person who has access to the other party's Confidential Information through or on behalf of it (it and each such Representative or person a Disclosing party) will, not disclose any Confidential Information of the other party unless:
 - (i) the Disclosing party is required to do so by Law;
 - (ii) with the prior written consent of the other party; or
 - (iii) as otherwise expressly permitted under this agreement,
 provided that it will take all reasonable steps to:
 - (iv) only disclose that part of the Confidential Information which is required or permitted to be disclosed;
 - (v) as soon as practicable, where the disclosure is required by Law, advise the other party of the requirement placed upon it; and
 - (vi) ensure that any party to whom it discloses the Confidential Information is aware of the confidential nature of the Confidential Information and has agreed to comply with the confidentiality obligations under this agreement.
- (c) Within 10 Business Days of termination of this agreement, each party must return, destroy or permanently de-identify any of the other party's Confidential Information in its possession or control, except to the extent and for so long as that Confidential Information is required to be retained for the purposes of Law, litigation and performance of its obligations under this agreement.

23 PRIVACY AND INFORMATION

- (a) Each party agrees to comply with the *Privacy Act 1988* (Cth) as if it were an entity regulated under that Act.
- (b) The Customer acknowledges and agrees that JET Charge may collect and generate information in connection with the usage of the CaaS Supplies by the Customer. All data which is collected by JET Charge in connection with the provision of the CaaS Supplies, including by any CaaS Equipment or CaaS System, is owned by JET Charge.

- (c) In registering for an Account and using the CaaS Equipment and the CaaS System, the Customer may provide certain personal information to JET Charge. The Customer agrees that any information collected by JET Charge may be accessed or collected for use by JET Charge or any of its related companies or business partners in the course of its business (including direct marketing activities) in accordance with JET Charge's Privacy Policy (available at jetcharge.com.au, as amended from time to time).

24 LIMITATION OF LIABILITY

- (a) Subject to clauses 24(b), (c) and (d), the aggregate liability of each party for any Loss of the other party under or in connection this agreement will be limited to an amount equal to the Fees paid to and received by JET Charge in the calendar year prior to the event giving rise to the claim.
- (b) The limitation in clause 24(a) does not apply to a party's liability for Loss suffered by the other party as a result of:
- (i) the fraud or negligence of that party;
 - (ii) any breach of Law by that party; or
 - (iii) any death or personal injury,
- where the aggregate liability of each party will be \$10 million.
- (c) The limitation in clause 24(a) does not apply to the Customer's liability under the following clauses:
- (i) clause 10(b);
 - (ii) clause 11(b)(vi)(4);
 - (iii) clause 11(b)(vii)(2); and
 - (iv) clause 26(b).
- (d) JET Charge will not be liable for any Loss as a result of any of the following:
- (i) breach of this agreement by the Customer;
 - (ii) misuse, abuse, neglect. or any other act or omission of or by any person other than JET Charge or its approved service providers, in respect of the Supplies;
 - (iii) installation, commissioning, repair or alteration (improper or otherwise) of the Supplies by any person other than JET Charge or its approved service providers;
 - (iv) operation or maintenance that is not in accordance with Supply specifications, documentation and/or instructions specified by JET Charge, including in relation to software and firmware updates;
 - (v) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause;
 - (vi) interruptions in wireless or mobile services;
 - (vii) interruptions attributable to unauthorised network intrusions;
 - (viii) interruptions in services provided by any internet service provider; or
 - (ix) lightning, flood, fire, water damage, accidental breakage or any other events outside of JET Charge's reasonable control
- but excluding any Loss to the extent caused by JET Charge or JET Charge's employees, officers, agents or contractors' fraud, negligence or wilful misconduct.
- (e) Except as otherwise specified in this agreement, no party will be liable for:

- (i) any Loss suffered by the other party to the extent that Loss is as a result of the acts or omissions of that other party; or
- (ii) any consequential Loss suffered by the other party, including any loss of revenue, profit, anticipated savings or customers, damage to reputation, loss in connection with any other contract, incidental, punitive, exemplary or special Loss, or any loss suffered as a result of business interruption.

25 LIABILITY

- (i) To the extent permitted by law, you will be liable to us and must keep us indemnified against any Loss arising out of any claim or demand against us by you or any other person, which arises from or is connected with any Supply, or your use or anyone else's use of any Supply, unless the Loss is caused by our or our employees' and agent's wilful default, negligence or breach of these Terms or any law.

26 TERMINATION

- (a) A party may terminate this agreement or any Subscription under an Order with immediate effect if:
- (i) a material breach of this agreement has been committed by the other party and, where such breach is capable of remedy, that breach has not been rectified within 20 Business Days of receipt of written notice of that breach;
 - (ii) an Insolvency Event occurs in respect of the other party;
 - (iii) either party is unable to perform their obligations under this agreement due to legal or regulatory reasons; or
 - (iv) it is impossible for JET Charge to continue to provide the CaaS Services due to technical reasons.
- (b) On termination of this agreement, however terminated:
- (i) the accrued rights and obligations of the parties, including under any Order, will not be affected; and
 - (ii) the Customer must pay JET Charge for all Supplies provided up to the date of termination, together with any other amounts which have become payable under this agreement; and
 - (iii) the Customer must pay any fees and charges associated with the removal and collection of any CaaS Equipment, as determined by JET Charge from time to time.
- (c) If JET Charge is unable to remove and collect the CaaS Equipment, other than as a result of an act or omission of JET Charge, it may:
- (i) continue to charge the Subscription Fee;
 - (ii) immediately suspend access to any or all CaaS Supplies to any person via remote deactivation or restriction of electricity supply to that equipment;
 - (iii) take legal proceedings to recover the CaaS Equipment or charge an unrecovered equipment fee for each item which is not returned.
- (d) The termination of this agreement will not affect the rights of either party to recover from the other party any moneys due under these General Terms or in connection with any

cause of action, whether by way of contract, tort, indemnity or otherwise.

27 DISPUTE RESOLUTION

- (a) If a dispute or difference arises out of or in connection with this agreement (**Dispute**), then either party may give notice to the other party setting out the details of the Dispute and the remedy that the party requires (**Notice of Dispute**).
- (b) Within 5 Business Days of receiving the Notice of Dispute the parties must, by their managers, meet to resolve the dispute (**Initial Conference**). If the dispute has not been resolved within 5 Business Days of the Initial Conference a senior manager of the Customer and JET Charge must meet to resolve the dispute.
- (c) If the parties do not resolve the Dispute within 15 Business Days of receipt of the Notice of Dispute the dispute may be referred to litigation.
- (d) Nothing in this clause 27 will prejudice the right of either party to institute proceedings to seek injunctive or urgent declaratory relief.

28 PUBLICITY

The Customer agrees that JET Charge may identify the Customer as a customer of JET Charge in advertisements, promotional literature, customer lists, and reports to JET Charge's shareholders. It is further agreed that the Customer may identify to its customers that JET Charge is a supplier to the Customer. The parties otherwise agree that the text of all information concerning this agreement or either of the parties, for inclusion in any written or oral announcement, press release, or other public release of information, must be approved in writing by both parties prior to any disclosure, unless where related to a review of the other party's performance under this agreement or otherwise required by law.

29 FORCE MAJEURE

JET Charge will not be liable for failure to perform or delay in the provision of any Supplies due to (a) fires, floods, strikes, or other labour disputes, accidents, sabotage, terrorism, war, riots, acts of precedence or priorities granted at the request or for the benefit, directly or indirectly, of any federal, state or local government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or local laws, rules or regulations; or (b) any other cause beyond the control of JET Charge. In the event of the occurrence of any of the foregoing, the time for performance will be extended for such time as may be reasonably necessary to enable JET Charge to perform. JET Charge may, during any period of shortage due to any of the above circumstances, allocate its available supply of Equipment or Services among itself and its the Customers in such manner as JET Charge, in its sole and exclusive judgement, deems fair and equitable.

30 NOTICES

Notices given in relation to this agreement (including any consents or approvals) shall be in writing and given to its recipient by:

- (i) post to the address advised by the recipient; or
- (ii) email to the email address advised by the recipient, receipt of which in each case will be regarded as received on the second Business Day after sending.

31 SECURITY INTEREST

- (a) A term contained in these General Terms that is defined in the PPSA (but not otherwise defined in these General Terms) has the meaning given to it in the PPSA.
- (b) In consideration for the CaaS Supplies provided to you under these General Terms, you agree:
 - (i) That these General Terms create a security interest and a purchase money security interest (**PMSI**) in the CaaS Equipment and the proceeds of sale of such CaaS Equipment;
 - (ii) to keep all CaaS Equipment free and ensure all CaaS Equipment are kept free of any charge, lien or security interest except as created under these Terms, and not otherwise deal with the CaaS Equipment in a way that will or may prejudice any rights of JET Charge under these General Terms or the PPSA; and
 - (iii) that JET Charge is a secured party and can register its interest on any applicable security interest register. Any costs and expenses associated with JET Charge's protection of its security interest will be a debt due and owing by the Customer.
- (c) If JET Charge has cause to exercise any of its rights under the PPSA, the Customer authorises JET Charge to enter any premises or property without notice and without liability for trespass or damage to the extent reasonably necessary to exercise such rights, save to the extent caused by our or our employees, officers, agents or contractors' fraud, negligence or wilful misconduct.
- (d) The Customer waives its right:
 - (i) to receive a copy of any financing statement, financing change statement or verification statement that is or may be registered, issued or received at any time; and
 - (ii) under such sections of the PPSA as are able to be waived or excluded by agreement, including the following sections of the PPSA: section 95 (notice of removal of an accession) to the extent that it requires the secured party to give a notice to the grantor; section 96 (when a grantor may retain an accession); section 123 (right to seize collateral); section 125 (obligation to dispose of or retain collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); section 130 (notice of disposal) to the extent that it requires the secured party to give notice to the grantor; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); subsection 134(1) (retention of collateral); section 135 (notice of retention); section

142 (redemption of collateral); and section 143 (reinstatement of security agreement).

32 GENERAL

- (a) **(Relationship between the parties)** Each party must not represent itself, and must ensure that its Representatives do not represent themselves, as employees, officers, agents or contractors of the other.
- (b) **(Subcontracting)** JET Charge may subcontract part of the work under this agreement but subcontracting does not relieve JET Charge from any liability or obligation under this agreement.
- (c) **(Remedies)** Each party acknowledges that, in the event of any breach of this agreement by that party or by any of its representatives, the other party may be entitled to equitable relief, including without limitation, an injunction, in addition to damages.
- (d) **(Severability)** If a provision of this agreement is wholly or partly invalid or unenforceable, the provision or part will be treated as deleted from this agreement without affecting the validity or enforceability of the remaining provisions. The parties shall in this event seek to agree within a reasonable time upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable while maintaining the economic balance between the parties.
- (e) **(Exercise and waiver of rights)**
 - (i) The rights or remedies available to either party are cumulative and do not affect any other right or remedy of that party under this agreement or Law.
 - (ii) Any failure to exercise any right or remedy available to either party, or any partial exercise of any right or remedy does not limit the party's respective rights to exercise that or any other right or remedy.
 - (iii) Any waiver to the terms of this agreement must be done in writing.
- (f) **(Survival)** Clauses 6, 8, 20–27, 30 and 32(c)–32(g) of the General Terms survive termination of this agreement.
- (g) **(Set off)** JET Charge may set off any amounts payable by the Customer to JET Charge against any amount payable to the Customer by JET Charge. If the Customer suffers an Insolvency Event, JET Charge may set off any amounts the Customer owes JET Charge even if such amounts are not yet due and payable. To the maximum extent permitted by law, you agree that you may not exercise any right to any set-off, counterclaim, withholding, deduction or similar defence in respect of payments under or in connection with this agreement for any reason whatsoever.
- (h) **(Transfer)** You may not assign, novate or transfer any of your rights or obligations under this agreement without the prior written consent of JET Charge (which will not be unreasonably withheld). JET Charge may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with its rights and obligations under or in connection with this agreement (in whole or in part) to any person at any time. JET Charge may do so in connection with a sale of its debts, securitisation or other financing arrangement.
- (i) **(Variation)** Any variation to the terms of this agreement must be in writing and by agreement between the parties.

- (j) **(Counterparts)** This agreement may be executed in any number of counterparts, which has the same effect as if the signatures were on a single copy of this agreement.

33 GOVERNING LAW

- (a) This agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia in respect of any proceedings arising in connection with this agreement.

34 EFFECT OF STATUTE

If any statute implies any term into this agreement, and that statute prohibits the exclusion of that term, then that term will be taken to be included in this agreement. However, the liability of JET Charge for any breach of such a term will be limited, at its discretion and to the extent permitted by law, to:

- (i) repair, replacement or re-performance of the Supplies in whole or in part; or
- (ii) payment of the cost of repairing, replacing or re-performing the relevant Supply.

35 DEFINITIONS

A\$, AUD or \$ means Australian dollars.

Access Date means any date by which JET Charge must have access to the Site, as agreed between the parties.

Account means the account that allows you to use or access any CaaS Equipment or CaaS System.

Account Provider means the provider of the Account

Authority means any government or governmental, semi-government, local government, statutory, public, ministerial, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including distribution services network providers.

Business Day means any day other than a Saturday, Sunday or public holiday observed in Victoria, Australia.

CaaS Equipment means, in respect of an Order, any electric vehicle charging stations or any other hardware specified in that Order, provided on a subscription basis.

CaaS Services means, in respect of an Order, any services in respect of any CaaS Equipment or CaaS System, as specified in that Order (but, for the avoidance of doubt, excluding the CaaS Equipment and CaaS System itself).

CaaS Supplies means the CaaS Equipment, CaaS Systems and CaaS Services.

CaaS Term means the period of time commencing from the commencement date agreed between the Customer and JET Charge and ending on the Termination Date.

CaaS System means each front end and back end system provided by JET Charge in order to provide the CaaS Services, including all support network infrastructure and services supplied by JET Charge, as may be the case from time to time.

CaaS User means any person who uses or accesses any CaaS Supplies.

Carbon Credit means any right, interest, unit, credit entitlement, benefit or allowance to emit (at present or in the future) greenhouse gas or carbon emissions under any Carbon Credit Scheme.

Carbon Credit Scheme means any voluntary, regulatory or legal regime, scheme or arrangement arising from or in connection with any removal, limitation, reduction, avoidance, abatement, offset, sequestration or mitigation or conservation of carbon dioxide or GHG emissions or equivalence from the atmosphere, including the creation, transfer, renewal, replacement or variation of any associated Carbon Credits.

Completion means, in respect of any Supplies other than CaaS Supplies, where the Supplies are complete other than for minor defects.

Confidential Information means, in respect of a party, all information (whether oral or written):

- (a) about or in connection with the business or affairs of that party (including that party's or that party's related bodies corporate's operations, administration, finances, customers, contractors or shareholders), disclosed by that party during the course of Discussions, created by that party in connection with the Discussions, or which otherwise becomes known to the other party; or
- (b) designated by that party as being confidential.

Content means the information, data, communication, advice, text, trademarks, logos, service names and trade names of JET Charge, images of people or places or other content.

Customer means any person that issues a purchase order to JET Charge, or accepts any quotation or proposal issued by JET Charge.

Customer's Users means the director, employees, officers, agents, tenants or contractor of the Customer and other occupiers and users of the Site, other than JET Charge.

Damage Event means in respect of any CaaS Equipment, an event whereby that CaaS Equipment is:

- (a) damaged, defective, lost, stolen, seized, forfeited, compulsorily acquired or confiscated; or
- (b) in the opinion of JET Charge, destroyed or damaged to such an extent to be beyond economic or financially prudent repair or reinstatement or which renders it permanently unfit for, or incapable of, normal use.

Date for Completion means any date by which JET Charge must achieve Completion, as agreed in writing between the parties.

Discussions means any discussion between the parties, oral or written, including those discussions prior to the date of this agreement.

EV means electric vehicle.

EVSE means any equipment or other items in respect of or in connection with the charging of electric vehicles (regardless of whether the vehicle is fully electric or any form of electric hybrid) and any related services or materials, including any hardware, software, firmware, tools, controller modules, cables, connectors, sensors and meters.

EVSE Materials means any documentation, reports, data, diagrams, procedures, plans or other material in relation to any EVSE provided to the Customer by JET Charge.

Existing Material means any Materials that:

- (a) existed prior to the commencement of this agreement; or
- (b) were developed or acquired independently of this agreement.

Extension Period means the period specified in that Order.

Fees means the fees for the Supplies as set out in the Quote, as varied in accordance with this agreement.

General Terms means provisions set out in the section of this document headed 'Terms and conditions – General'.

Initial Period means the period specified in that Order.

Insolvency Event means:

- (c) in relation to a party, any of the following:
 - (i) that party ceases or takes steps to cease to conduct its business in the normal manner;
 - (ii) that party enters into, or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;
 - (iii) that party is unable to pay its debts when they are due or is deemed to be insolvent under the *Corporations Act 2001* (Cth);
 - (iv) a liquidator or provisional liquidator is appointed to that party or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the assets or undertakings of that party;
 - (v) an application or order is made or a resolution is passed for the winding up of that party; or
- (d) any act or event analogous or having a substantially similar effect to any of the events specified above.

Intellectual Property Rights means:

- (a) all intellectual property rights throughout the world, including all:
 - (i) rights in relation to inventions, including patent rights and applications;
 - (ii) trade names, brand names and all registered or unregistered trademarks and applications, including service marks;
 - (iii) copyright and analogous rights;
 - (iv) licences;
 - (v) know-how and trade secrets;
 - (vi) proprietary processes and formulae, source and object code, algorithms;
 - (vii) design;
 - (viii) circuit layouts; and
 - (ix) all documentation and media relating to the above, such as, without limitation, manuals and records; and
- (b) moral rights.

JET Charge means JET Charge Pty Ltd ABN 35 600 116 756.

Latent Conditions means physical conditions on the Site and/or its near surrounds, including artificial things, which differ materially from the physical conditions which should reasonably have been investigated by a competent contractor prior to the date of this agreement.

Law means any law, including any regulation, mandatory code of conduct or judgment.

Loss means any loss, damage, liability, expense, payment or cost, including legal and other professional costs on a full indemnity basis.

Materials means any hardware, software, firmware, tools, documentation, reports, data, diagrams, procedures, plans or other material, including the EVSE Materials.

Order means:

- (a) the Quote accepted by the Customer, including through the issuance of a Purchase Order referencing the Quote; or
- (b) where a Quote has not been issued by JET Charge, the Purchase Order that has been accepted by JET Charge in writing.

Order Qualifications means the provisions set out in the section of this document headed 'Terms and conditions – Order Qualifications'.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Product means, in respect of an Order, any hardware, software, CaaS Equipment or other products specified in that Order.

Purchase Order means any purchase order, work order or similar document issued by the Customer to JET Charge.

Quote means any the quote or similar document issued by JET Charge to the Customer.

Representative means in respect of a party, any director, officer, employee, contractor, professional adviser or agent of that party or that party's related body corporate.

Services means, in respect of an Order, the installation, maintenance, CaaS Services or other services or works specified in that Order.

Site means the site onto where a piece of CaaS Equipment has been or will be installed, as specified in the Quote.

Subscription means any subscription to the CaaS Services.

Subscription Fee means the subscription fee in respect of the CaaS Services, as determined by JET Charge from time to time.

Supply means any Product or Service.

Tax means taxes, imposts, levies, duties, excise and charges, deductions or withholdings, however described and which are imposed by Law, other than any tax imposed on, or calculated having regard to, net income.

Termination Date means the end of the period comprised of the Initial Period and any Extension Period.

Variation has the meaning given to that term in clause 5(a).

Warranty means the warranty specified in clause 19(a).

Warranty Period means the CaaS Term.

- (v) this agreement is not to be interpreted against the interests of a party merely because that party proposed this agreement or some provision in it or because that party relies on a provision of this agreement to protect itself;
- (vi) any consent or approval that may be provided by a party may or may not be provided at that party's absolute discretion;
- (vii) a reference to days mean calendar days;
- (viii) a reference to a document includes all subsequent variations, supplements, replacements or novations of that document;
- (ix) a reference to a person includes any individual or entity, including partnerships, joint ventures or associations, whether incorporated or unincorporated; and
- (x) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns.

- (b) The terms of the United Convention on Contracts for the Sale of Goods do not apply to this agreement

36 INTERPRETATION

- (a) In this agreement:
 - (i) headings and bold type are for convenience only and are not intended to affect the interpretation of this agreement;
 - (ii) where context requires, words in the singular include the plural, and vice versa;
 - (iii) unless expressly stated otherwise, a reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this agreement;
 - (iv) any inclusive language is to be interpreted as without limitation;

- (a) **(Headworks and utility supply arrangements)** No allowance has been made in the Order for any charges or fees which may be payable to any utility or other service provider for incoming services at the Site such as the power supply, electrical retail metering, telephone or communications connections, which are to be provided at the Customer's cost.
- (b) **(Headworks and utility supply capital works)** Unless specified in the Order JET Charge makes no allowance for Network Authority capital works costs for upgrade of incoming supply to the property, these costs are unknown at time of Order. Pricing will be provided by the relevant utility.
- (c) **(Professional engineering, building surveyors and legal costs)** Unless specified in the Order, pricing does not include engineering, building surveying and legal costs as part of the submission.
- (d) **(Working hours)** All labour allowance is based on normal business hours (Monday–Friday 7:00am–5:00pm) unless specified otherwise in the Order. All prices do not include the carrying out of Supplies on public holidays or times outside of normal business hours.
- (e) **(RCDs)** Where the provision of Supplies will include Residual Current Devices, JET Charge warrants its workmanship for a period of three months and will issue a test certificate showing compliance in accordance with the applicable Australian standards. JET Charge takes no responsibility for any incident that may occur after the installation. The Customer acknowledges that it must conduct regular testing of all electrical appliances and Residual Current Devices in accordance with applicable Australian standards. Such testing will not be undertaken by JET Charge unless specifically stated in the Order. If required, JET Charge can undertake the testing at an additional cost for the Customer.
Residual Current Devices means electrical safety device designed to immediately switch off supply of electricity when electricity leaking to earth is detected at harmful levels.
- (f) **(Switching, isolation and reconnection)** Unless specifically included in the Order, any switching, isolation and reconnection will be by the Customer or will be an addition to the Fees. This includes isolation and reconnection charges by the network operator, distributor or similar, which will be on-charged to the Customer at cost plus a nominal handling fee.
- (g) **(Maximum demand)** JET Charge reserves the right to change the electrical current setting of the charging stations to suit maximum demand of the property.
- (h) **(Backup generators)** Unless specifically included in the Order, there has been no provision for generators for the use of backup power supplies for isolations of power or tie over of new supply.
- (i) **(Live work)** It is JET Charge policy to only undertake live work, or work near live conductors, where it is lawful and safe to do so. Consideration is given to:
 - (i) compliance with AS/NZS 4836:2001 'Safe Working on Low Voltage electrical installation';
 - (ii) the relevant Commonwealth and State statutory acts and workplace regulations;
 - (iii) JET Charge live work procedures;
 - (iv) there being no risk of injury to JET Charge officers, employees, suppliers, agents and subcontractors;
- (v) there being no risk of damage to the installation;
- (vi) there being no risk of unexpected power disconnection.
- (j) Live work, or work near live conductors, may require JET Charge or its subcontractors to disconnect or isolate parts of the installation, or may require working out of hours, for which additional charges may be applicable to be advised to the Customer by JET Charge.
- (k) **(Damage due to isolation of power)** JET Charge will not be responsible if any damage is caused to property or equipment during the isolation of supply (other than caused by the negligence, fraud or wilful misconduct of JET Charge, its employees, officers, agents or contractors). JET Charge will not be responsible for any fees associated with third parties (eg, MFB, Security, HVAC etc) that may be contacted during isolation of power for safe connection of electrical circuits. The Order also does not include the costs of security guards.
- (l) **(EV charging electrical headworks done by others)** JET Charge reserves the right to adjust any pricing applicable to sites where another organisation, unless appointed by JET Charge or a subcontractor of JET Charge, has taken responsibility for the electrical installation up to the point of isolation of the EV charging stations. Before JET Charge come to site, a pre-installation checklist must be completed and signed along with a certificate of electrical safety or any relevant electrical engineering documentation for the works that JET Charge will be connecting to.
- (m) **(Opening or removal of doors, covers and escutcheons on electrical switchboards)** Where providing the Supplies requires JET Charge or its subcontractors to open or remove any doors, covers and escutcheons from electrical switchboards, distribution boards, control panels or similar equipment, JET Charge will remove these only on the strict understanding that all devices, busbars, equipment and wiring that cannot be seen until the doors, covers and escutcheons are removed:
 - (i) are properly secured;
 - (ii) are fitted with all required insulation and this is in good condition;
 - (iii) have all electrical connections properly tightened;
 - (iv) are installed in a safe and proper manner that complies with all safe workplace requirements and applicable Australian standards.
- (n) JET Charge does not accept any liability for any Loss whatsoever arising as a consequence of incidents where such incidents occur through non-compliance by the Customer with this clause.
- (o) **(Asbestos, silica, PCBS and other hazardous substances)** Unless specifically stated in the Order, the Fees are based on the assumption that the Supplies will be provided in an environment free of asbestos, silica, PCB and other hazardous substances. The Customer accepts full responsibility for the resolution of any problems and for any delays and additional costs which may result from the presence of these materials in or about the Site or workplace where the Supplies (or any part thereof) are to be provided or performed.
- (p) **(Excavation)** Where the Order indicates that JET Charge or its subcontractors will undertake excavation work, the Fees

- are based on any soil encountered being rock free, allowing excavation using a standard 1.5 tonne mini excavator or similar backhoe machine with a dig rate of approximately 8m³/hr and that the soil will not require shoring or de-watering and be suitable for backfill. The Customer agrees that all costs for excavating rock, for shoring or for de-watering will be charged to the Customer. No allowance has been made for trenches deeper than 1.2 metres.
- (q) **(Tree removal)** Unless specifically included in the Order, the Fees do not include removal of any trees or vegetation, all trees and vegetation will be at the expense of the Customer.
 - (r) **(Archaeological artifacts discovery)** JET Charge makes no allowance for any costs associated with finding archaeological artifacts and assumes no heritage areas.
 - (s) **(Relocation of underground and in ground and suspended slab services)** Prior to JET Charge commencing any work the Customer must advise JET Charge of the precise location of all underground or hidden mains and services on the site and clearly mark the same. The mains and services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site. Whilst JET Charge and its subcontractors will take all care to avoid damage to any underground or hidden services the Customer agrees to indemnify JET Charge in respect of any Loss as a result of damage to services not precisely located and notified as per this qualification (unless caused by the negligence, fraud or wilful misconduct of JET Charge or its employees, officers, agents or contractors).
 - (t) **(Directional boring)** All directional boring works carried out by JET Charge must be signed off by the Customer. JET Charge will not be responsible for any damaged caused to services in connection with any directional boring works.
 - (u) **(Contaminated soil)** JET Charge will not be responsible for the removal of any contaminated soil. The Customer must advise JET Charge of any previous contaminated soil on the property where the Supplies are to take place.
 - (v) **(Harmonics)** Equipment offered as part of the Supplies is standard electrical industry product. Unless otherwise noted, JET Charge has not allowed for specific installations, special electrical product or to modify or augment standard product to achieve any specific harmonic current or harmonic voltage distortion limits.
 - (w) **(Power factor correction)** JET Charge makes no allowance for any power factor correction for the Site. JET Charge assumes that the supplied distributor voltage will be as per AS/NZS 3000:2018. Any costs resulting in power factor or voltage optimisation will be at the expense of the Customer.
 - (x) **(Builders works)** Unless specifically included in the Order, the Fees excludes any builders work associated with the Supplies, or any costs in connection with the reinstatement of finished surfaces.
 - (y) **(Fire sealing)** Unless expressly stated otherwise, the Order does not include fire sealing. JET Charge can arrange for these works at an additional cost to the Customer.
 - (z) **(Debris removal)** Allowance has been made to remove our debris to bins onsite provided by others.
 - (aa) **(Pricing escalation)** If, during the performance of the contract, the price of materials significantly increases, through no fault of JET Charge, the price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases will be documented through quotes, invoices or receipts. Where the delivery of material is delayed, through no fraud, negligence or wilful misconduct of JET Charge or its employees, officers, agents or contractors, as a result of the shortage or unavailability of materials, JET Charge shall not be liable for any Loss associated with such delay.
 - (bb) **(4G reception)** All Fees assume that 4G cellular reception from Telstra is available at the Site or any other location on which Hardware is or will be located. Where such reception is not available, any costs associated with making such reception available will be at the expense of the Customer.