

MAC Trade Services Terms and Conditions (Business Services)

1. **(Agreement)** This Contract governs the agreement between MAC and the Customer in respect of the Works. This Contract, including specifically the Quote is open for acceptance for a period of 14 days from the date specified in the Quote, which acceptance is evidenced by MAC receiving from the Customer:
 - a. its unconditional signed Contract; and
 - b. the deposit specified in the Quote.The Customer agrees to be bound by this Contract, which becomes binding on the Customer when MAC receives the unconditional signed Contract. Until accepted by the Customer in accordance with this clause, MAC may withdraw or vary the Quote and the Contract, including the Contract Price.
 2. **(Works)** MAC agrees to undertake the Works in relation to the Property on the terms and conditions of this Contract. The Customer agrees that, unless specifically indicated in the Quote, the Works do not include:
 - a. the undertaking of any civil works, and that any required civil works are to be undertaken by the Customer at its own costs; and
 - b. the sourcing or provision of specialised equipment that may be required in undertaking the Works as a result of the location or characteristics of the Property (such as additional lifting, hauling, crane, scissor lifts or cherry pickers), and that the hire or use of such equipment is to be provided by the Customer at its own costs.
 3. **(Small-Scale Technology Certificates)** The Customer assigns all rights it has to create Small-Scale Technology Certificates to MAC and authorises MAC to create, apply and retain Small-Scale Technology Certificates and all financial benefits or value attributable to them. The Customer acknowledges and agrees that the portion of the Contract Price payable in cash has been calculated on the basis that the Small-Scale Technology Certificates, rebates and other financial benefits as set out in the Quote that may be retained by MAC as a result of the assignment of such rights to MAC under this clause are approved by the Clean Energy Regulator. If for any reason MAC determines that the Small-Scale Technology Certificates, rebates or other financial benefits are not, or will not be, available to MAC as anticipated by MAC when calculating the portion of the Contract Price payable in cash in the Quote, then the Customer agrees that the portion of the Contract Price payable in cash will be increased and the Customer must pay an additional amount to reflect the value of such benefits that are not, or will not be, available to MAC.
 4. **(REPS)** To receive the discounted Works, an authorised person at your business will be required to sign a Pre-Installation Declaration prior to commencing the Works, and will be required to sign REPS Activity Record and Summary forms on the day the Works are undertaken that confirms your participation in the REPS program and assigns the associated REPS Credits created from the Works. The Quote includes all costs associated with the removal and recycling of light fittings replaced as part of the REPS program. The Customer agrees and understands that the removal and recycling of the replaced fittings is a requirement of the REPS program and cannot be retained by the Customer.
 5. **(Insurance)** MAC will maintain such insurance and on such terms as it determines is reasonably necessary for the undertaking of the Works.
 6. **(Payment)**
 - a. The Customer must pay the Contract Price at the times and in the amounts set out in the Quote, without the need for MAC to raise any claim or demand. The Customer's order will not be scheduled for installation until the required deposit is paid. Notwithstanding any disputes in relation to this Contract, the Customer must pay MAC the Contract Price in full in accordance with the Quote.
 - b. The Contract Price is inclusive of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) unless specified otherwise in the Quote.
 - c. If the Customer is late in making any payment under this Contract, then MAC shall be entitled to pass through to the Customer any interest and other costs incurred by MAC under any supplier, contractor or other third party agreements relating to the Works as a result of such late payment.
 - d. If a REPS discount has been applied to the quote but the discount cannot be created due to duplicate status, customer not signing the REPS documentation, restricted access for site audit or any other reason, the value of the REPS discount will be charged to the customer in full.
7. **(Financial Information)** The Customer agrees that its decision to enter into this Contract is made on the basis of its own financial assessment and calculations, together with any independent financial advice it elected to obtain. The Customer further agrees that this decision was not made in reliance on any statement or representations made by MAC, its employees, agents, officers or contractors, as to any financial return in relation to the System. Any financial information provided by MAC to the Customer, including but not limited to investment analysis or references to payback and income generation, are provided as a guide only and do not form part of the terms of this Contract. The Customer is aware that laws are subject to change, including but not limited to laws governing feed-in tariffs and government rebates or financial incentives in relation to solar power, battery storage and energy savings, which may have financial implications for the Customer and may affect the basis upon which the Customer chose to enter into this Contract. The Customer agrees that any decision to enter into this Contract based on such financial incentives available at the time of entering into this Contract, is made at its own risk. The Customer agrees that MAC is not and will not be liable or responsible for any subsequent change in the financial circumstances of the Customer or any financial incentives.
 8. **(Customer credit assessment)** The Customer consents to MAC, directly or through third parties, making any inquiries MAC considers reasonably desirable or necessary to prove the Customer's identity or creditworthiness (including without limitation ordering a credit report, performing other credit checks and verifying the information the Customer provides to MAC against third party databases). The Customer agrees to provide all assistance and information as may be required by MAC to enable MAC to make such inquiries, including without limitation signing relevant credit check applications or forms.
 9. **(Council approval)** The performance of obligations under this Contract (except for the requirement of the Customer to pay the deposit specified in the Quote) is subject to the Customer obtaining council approval and such other approvals as may be required in respect of the Works. Where council approval is not obtained within 60 days of the date of this Contract, either party may terminate this Contract by giving written notice to the other party. Where this Contract is terminated in accordance with this clause, the Customer will pay on demand by MAC the amount of any reasonable costs incurred by MAC in respect of this Contract and the Works.
 10. **(Cooling off)** The Customer agrees that it is not entitled to any cooling off right with respect to this Contract.

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11. **(Customer to safely store goods before commencement)** If any goods forming part of the Works have been delivered to the Property before the commencement of the Works or the installation of the System, the Customer agrees to store such goods in a safe, protected and secure location pending undertaking of the Works. The Customer acknowledges and agrees that it is liable and responsible to MAC with respect to such goods, including any damage or theft of such goods, while on the Property. The Customer further agrees that it will, if required by MAC, obtain sufficient insurance cover with respect to such goods for the relevant period.
12. **(Safety and circumstances relating to Property)**
 - a. It is the Customer's responsibility to ensure that the Property, including specifically the areas required to be accessed to undertake the Works, is safe and suitable for the undertaking of the Works.
 - b. The Customer represents and warrants that it has advised MAC of all relevant environmental and safety related circumstances regarding the Property and the areas required to be accessed to undertake the Works, and agrees to inform and keep informed MAC of all relevant environmental concerns, hazards, on-site protection, occupational health and safety requirements and other safety matters in relation to the Property during the undertaking of the Works and any maintenance after completion of the Works.
 - c. The Customer agrees that MAC is not obliged to commence the Works or any work until such time as MAC is satisfied that the Property and the relevant areas to undertake the Works are safe and suitable for undertaking the Works or work.
 - d. The Customer agrees that if and to the extent MAC determines the Customer has failed to advise MAC of all relevant circumstances regarding the Property or has otherwise failed to comply with this clause, the Contract Price may be revised by MAC to take into account any additional costs of undertaking the Works as a result of such failure.
13. **(Commencement and completion)** Subject to the payment of the deposit by the Customer, MAC shall use its best endeavours to commence the Works as soon as practicable and to complete the Works within a reasonable period from commencement. MAC shall advise the Customer of any anticipated delay upon such delay becoming apparent to MAC. The Customer acknowledges that it shall not be entitled to any damages (liquidated or otherwise) in respect of any delay in completion of the Works. The Customer must immediately notify MAC in writing of any actual or anticipated issues which the Customer is or becomes aware of which may cause delays to the commencement of the Works by MAC. The Customer agrees that if MAC does not receive such notice within 14 days of the commencement of the Works and MAC determines such delays are caused by the Customer, MAC is entitled to charge and the Customer is liable to pay, any resulting charges incurred by MAC.
14. **(Customer default and termination)** If the Customer breaches this Contract, including without limitation failing to make a payment in accordance with clause 6, or denies MAC access to the Property in order to carry out the Works, MAC may issue a written notice to the Customer to remedy the default within 10 Business Days of receipt of that notice. If the default is not remedied within 10 Business Days of receipt of such notice, MAC may terminate this Contract by further written notice to the Customer. Termination of this Contract by MAC is without prejudice to any rights that MAC may have in respect of this Contract. The Customer shall be liable for any debt recovery costs (including legal fees on a full indemnity basis) incurred by MAC in collecting the Contract Price or any part of the Contract Price from the Customer.
15. **(System Specifications)** Any plans and specifications or scope of works annexed to or accompanying these terms and conditions, including any variations to them form part of this Contract. The Customer acknowledges and agrees that the System as specified in the Quote and any annexed plans and specifications or scope of works have been designed by MAC based on the Customer's responses in the Quote Supporting Documentation. The Customer represents and warrants that the responses in the Quote Supporting Documentation are complete, correct and accurate, and agrees that the System as designed and based on those responses are, and will be appropriate and sufficient for the Customer's requirements. If the Customer changes its consumption habits (whether over time or from a seasonal or ad hoc basis) or if there are otherwise changes from the responses provided in the Quote Supporting Documentation, the Customer acknowledges that the System may no longer be appropriate or sufficient for the Customer's requirements. The Customer agrees that any expansion of output will mean a variation to the System which will result in additional costs to the Customer to be advised by MAC. The Customer further agrees that the System has been designed by MAC based on soil conditions, Property characteristics, load, output and other requirements as advised by the Customer in the Quote Supporting Documentation. MAC may consult with the Customer in relation to such information provided by the Customer but is not obliged to conduct its own verification or testing of such information supplied by the Customer. MAC is not responsible or liable for any discrepancy in the actual performance of the System and the Customer's expected performance of the System if and to the extent MAC determines such discrepancy was due to information provided by the Customer being incorrect, inaccurate or inadequate, or if the Customer changes its consumption habits from those set out in the Quote Supporting Documentation.
16. **(Compliance with applicable legislation, codes or standards)** In undertaking the Works, MAC agrees to comply with all applicable and mandatory provisions of relevant legislation, building codes, rules and standards. The Customer agrees that MAC is not liable or responsible for any non-compliance with such legislation, codes, rules or standards if such non-compliance was as a result of:
 - a. a design, specification or element of the System having been prepared, provided or implemented as directed by the Customer; or
 - b. any Customer Provided Parts being incorporated in undertaking the Works or part of the System.and will indemnify MAC with respect to any actions, claims, costs, damages, expenses or losses incurred or suffered by MAC as a result of such non-compliance.

The customer understands and agrees that their details may be shared with the Energy Retailer and Regulator involved in administering the REPS program for auditing, reporting or other purposes. The customer agrees to allow access to their site for a workmanship or quality audit to be carried out by a MAC representative, Energy Retailer, Regulator or independent auditing body for the purpose of REPS on request.
17. **(Variations)** Variations to this Contract (other than the Contract Price), including variations to any plans and specifications or

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scope of works, may only be made with the written agreement of MAC and the Customer. The Contract Price or the portion of the Contract Price payable in cash may be varied only by agreement in writing of the parties, except where:

- a. some or all of the Small-Scale Technology Certificates factored in the calculation of the Contract Price are not available to MAC for any reason (clause 3); or
- b. changes in government taxes, charges, fees, levies, rebates or other financial benefits that come into force or effect after the date of this Contract that result in a change in cost in undertaking the Works or the financial benefit that the Customer may receive; or
- c. unforeseen circumstances are discovered after commencement of the Works (clause 20); or
- d. where the Customer requires the Works to be undertaken out of normal business hours or on non-Business Days; or
- e. where there is a change in the specifications or design of the System or Works after commencement of the Works;

in which case MAC may increase the Contract Price and/or the portion of the Contract Price payable in cash to take into account the relevant circumstance described above by notice to the Customer and the Customer is liable to pay such increase in Contract Price and/or the portion of the Contract Price payable in cash.

18. **(Performance of System)** The Customer acknowledges and accepts that the performance of the System and goods supplied by MAC is contingent upon a range of factors, many of which relate to natural and climatic conditions which are inherently variable and outside of the control of MAC. Subject to such factors MAC will make all reasonable efforts to optimize the performance of the System at the time of installation. The Customer acknowledges and agrees that the performance of any communications components of the System is dependent on the availability and performance of the applicable general telecommunications network and that MAC is not responsible to the Customer for the performance of the communications components of the System if and to the extent there is a loss, interruption, decreased bandwidth or speed or other change or variation of the applicable general telecommunications network. The Customer further acknowledges and agrees that the performance of the System is dependent on whether or not the responses in the Quote Supporting Documentation correctly reflect the actual load or output requirements and actual consumption by the Customer.
19. **(Customer Provided Parts)** If the Customer provides any Customer Provided Parts to be incorporated into the Works or System and MAC agrees to incorporate them into the Works or System, then:
 - a. MAC is not liable or responsible for any defects, faults or performance issues with respect to the System that MAC determines were caused by the Customer Provided Parts, or any costs, expenses or damages that the Customer incurs or suffers that MAC determines were incurred as a result of the Customer Provided Parts; and
 - b. the Customer is solely responsible for the maintenance and repairs of such Customer Provided Parts.
20. **(Customer to rectify or address circumstances discovered after commencement)** The Customer acknowledges and agrees that MAC has agreed to undertake the Works on the basis of information provided by the Customer including without limitation the Quote Supporting Documentation. If and to the extent that MAC discovers after commencement of the Works circumstances that were not advised by the

Customer, including without limitation circumstances relating to the location of the site, Property or areas to be accessed, structural integrity, hidden defects, electrical wiring or cabling, pre-existing issues with or damaged light fittings, water leaks, status or mounting of consumption meters (including without limitation the presence of any asbestos), shading, elevation, and other matters that may impact on the undertaking or completion of the Works or the performance of the System MAC may elect to either:

- a. rectify or address such matters at the cost of the Customer after advising the Customer in writing of the costs that will result in an increase of the Contract Price; or
- b. request that the Customer, at the Customer's cost, to rectify or address such matters as MAC reasonably requires in order for MAC to complete the Works or for MAC to be satisfied that the performance of the completed Works will not be affected.

If MAC determines such circumstances have not been, or cannot be rectified or addressed to MAC's satisfaction, then MAC may terminate this Contract by written notice to the Customer and refund within 14 days all monies paid by the Customer to MAC under this Contract, except that MAC may retain any monies that MAC determines as payment for the part of the Works that have been completed or that the Customer has received the benefit as at termination.

21. **(Risk and title to goods)** Risk in the goods passes to the Customer upon delivery to the Property. Ownership of the goods will remain with MAC until the later of (a) all amounts owing by the Customer to MAC on any account whatsoever (**Amounts Owing**) have been paid, and (b) completion of installation and commissioning of the System. Until the Amounts Owing have been paid and the System has been installed and commissioned, the Customer holds the goods as trustee and agent for MAC. If the Customer fails to comply with this Contract in relation to payment or otherwise then MAC may enter the Property and seize possession of the goods and retain, sell or otherwise dispose of such goods. The Customer consents to MAC effecting a registration on the PPSA register (in any manner MAC considers appropriate) and the Customer agrees to provide all assistance reasonably required by MAC. The Customer waives the right to receive notice of a verification statement in relation to any registration on the register. For the purposes of this clause 21, the following words have the meaning given to them in the PPSA: account, register, registration, security interest and verification statement.
22. **(Make good of loss or damage)** Subject to clauses 30 and 31, MAC will make good any loss or damage to the Customer's property MAC identifies as directly caused by MAC, such obligations to be reduced to the extent that the Customer's acts or omissions contributed to such loss or damage. The Customer is required to report the loss or damage to MAC within 30 days of the Works being completed. Any required rectification work will be undertaken by MAC though a provider of MAC's choice at the earliest practical time.
23. **(Access to Property and System)**
 - a. The Customer grants MAC and its agents, employees, and contractors, and agrees to ensure that such rights are not interfered with by any third party (including, without limitation, the owner or lessee of the Property, if different from the Customer):
 - (i) parking and access to the Property and the System for the performance of the Works (including any applicable repair and maintenance services); and
 - (ii) the right to remotely access the System to monitor the

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operation, capacity levels and overall performance of the System and to provide remote firmware and software upgrades to the System as and when determined by MAC (or its sub-contractor or nominee) in its sole discretion,

throughout the term of this Contract and any relevant maintenance or warranty periods.

- b. During and after undertaking of the Works, the Customer agrees to keep the area surrounding the System appropriately fenced with prominent appropriate warnings and signage as directed by MAC, so that access to the System is only available to authorised persons.
 - c. If no parking spaces can be provided, additional costs may apply.
 - d. To facilitate the remote access and monitoring referred to in clause 23(a)(ii), the remote disconnection and reconnection referenced in clause 24(a) and the third party obligations referenced in clause 39, the Customer must maintain, a working internet system and a wired or wireless communication pathway between MAC's (or its relevant contractor's or nominees') servers and the System at its sole cost and expense.
24. **(Relevant Agent)** If the Property is located in South Australia, for the purposes of Regulation 55B of the Electricity (General) regulations 2012, as the owner/operator of the solar generation plant, the Customer:
- a. acknowledges that the plant must be capable of being remotely disconnected from, and reconnected to, the relevant distribution network by a Relevant Agent;
 - b. acknowledges they are responsible for appointing a Relevant Agent who may remotely disconnect and reconnect the solar generation plant from the distribution network;
 - c. authorise S.A. Power Networks (authorised Relevant Agents) to remotely disconnect and reconnect the plant;
 - d. acknowledge that, if they cease to be the owner/operator of the solar generation plant, must advise the authorised Relevant Agent as soon as practicable and in any case no later than 7 days after ceasing to be the owner/operator of the solar generation plant;
 - e. acknowledge that they may withdraw this authorization by providing written notice to the authorised Relevant Agent;
 - f. authorise SA Power Networks (acting as your Relevant Agent) to dynamically change your export limit and/or dynamics power setting.

25. (Warranties)

MAC warrants that the Works will be performed:

- a. in a proper and workmanlike manner;
- b. in accordance with any plans and specifications or scope of works annexed to or accompanying these terms and conditions (and as varied in accordance with this Contract) and based on the Quote Supporting Documentation; and
- c. in accordance with all applicable laws and mandatory Australian Standards,

MAC further warrants that all goods and materials supplied by MAC will be new and in good working order.

The Customer acknowledges that if rewiring or modification to an existing light fitting is required as part of the Works being undertaken to replace the lighting, the original light

fitting manufacturer warranty may become void.

To the maximum extent permitted by law, MAC excludes all other warranties or guarantees whether express or implied.

26. **(Fault reporting and emergency procedures)** If the Customer discovers an alleged defect or fault with the System, the Customer agrees to comply with the fault reporting process provided by MAC. If the Customer reports a fault and upon investigation by MAC no such fault is found in the product or Works carried out by MAC, the customer may be charged for costs incurred by MAC in undertaking the investigation.
27. **(Emergency procedures)** The Customer agrees to familiarise itself with the emergency procedures advised by MAC, including specifically the use of the emergency cut-off switch, and to comply with such procedures in the event of an emergency in operating the System.
28. **(Customer not to undertake unauthorised repairs or modifications)** The Customer agrees not to undertake or cause to be undertaken any repairs or modifications to the System unless they have been authorised in writing by MAC and are performed by service providers approved by MAC to have the requisite skill, knowledge and experience so as to ensure that the quality and integrity of the System is maintained. The Customer agrees that failure to comply with this clause will release MAC from all liability and responsibility for any defect or fault in relation to the Works and the System.
29. **(Manufacturer's warranty)** Where any of the goods supplied under this Contract are subject to a manufacturer's warranty, upon written request from the Customer, MAC will provide details of the warranty to the Customer and use its reasonable endeavours to ensure that the Customer has the benefit of the warranty for the periods specified in the Contract.
30. **(Exclusion of liability)** To the maximum extent permitted by law MAC excludes all liability for any claims, expenses, losses, damages and costs made, suffered or incurred by the Customer:
 - a. as a result of a Force Majeure Event;
 - b. as a result of any delays in undertaking the Works for any reason;
 - c. as a result of any damage to the System from third parties or external factors, including without limitation from vandalism, unauthorised access, unauthorised repairs or maintenance, livestock, rodents and insects;
 - d. in connection with any warranty claims not covered by the limited warranties specified in the Quote or elsewhere in this Contract;
 - e. as a result of any failure by the Customer to comply with its obligations regarding access to the Property or System in breach of clause 23;
 - f. as a result of any information in the Quote Supporting Documentation being incorrect, inaccurate or inadequate, or if the Customer's actual consumption habits are different than as set out in the Quote Supporting Documentation; or
 - g. otherwise in connection with the undertaking of the Works by MAC, notwithstanding any negligence by MAC, its officers, employees, contractors, servants or agents.

[The above exclusions of liability do not apply to the extent arising from a breach of clause 25(c) by MAC.]

To the maximum extent permitted by law, and notwithstanding the above or any other provision of this Contract, under no circumstance will MAC be liable for (and the Customer must not make a claim for) any incidental, special or consequential loss or damage, loss of profits, loss of revenue, or loss of opportunity, business or goodwill.

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31. **(Limitation of liability)** To the maximum extent permitted by law, if and to the extent that MAC's liability to the Customer is not or cannot be excluded, MAC's liability is limited (at the option of MAC), to:
- in the case of services supplied or offered by MAC (i), the supply of the services again, or (ii) the payment of the cost of having the services provided again; and
 - in the case of goods supplied by MAC, (i) the replacement of the goods or the supply of equivalent goods, or (ii) the repair of such goods, or (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or (iv) the payment of having the cost of having the goods repaired.
- The Customer specifically agrees that MAC is not liable for costs or expenses that the Customer may incur from any alleged defect or fault of the System, including without limitation as a result of hiring or acquiring any replacement or temporary generator or obtaining alternative sources of energy in the interim. If the Customer elects to undertake any interim repairs, hire other generators or does any action not directed by MAC with respect to the alleged defect or fault of the System, the Customer is solely responsible for any costs, expenses or damages that result from such action.
32. **(Indemnity)** The Customer indemnifies MAC, its officers, employees, contractors, servants or agents against all claims, expenses, losses, damages and costs (including any incidental, special and /or consequential damages or loss of profits) that may be suffered or incurred by any of them resulting out of or in connection with a breach of this Contract by the Customer.
33. **(Dispute Resolution)** If the Customer or MAC considers that a dispute has arisen in relation to any matter governed by this Contract, that party must give the other party written notice outlining the basis of the dispute. The parties must then meet or appoint a third party to assist in the resolution of the dispute. If such a resolution is not achieved within 30 Business Days of the written notice, the aggrieved party may seek resolution of the dispute via other means, including making an application to the courts. Notwithstanding the existence of a dispute, the Customer must still comply with its obligations to pay MAC in accordance with the terms of this Contract. MAC's Complaint Handling and Dispute Resolution Procedure is located at https://wpstaq-ap-southeast-2-media.s3.amazonaws.com/macradeservices/wp-content/uploads/media/2023/01/MACTS_Compliant-Handling-Dispute-Resolution-Procedure_v1.1.pdf
34. **(Subcontracting)** The Customer agrees that MAC is entitled to subcontract some or all of its obligations under this Contract to any person at any time on such terms as MAC determines without seeking the Customer's consent. The engagement of a subcontractor by MAC does not vary, or relieve MAC from, any of MAC's liabilities or obligations under this Contract. If MAC engages a subcontractor, MAC is liable to the Customer for all acts, omissions and defaults of the subcontractor, as if they were acts, omissions or defaults of MAC.
35. **(Confidential Information)**
- A Recipient must:
 - at all times keep the Discloser's Confidential Information absolutely secret and confidential and not directly or indirectly disclose or communicate the Discloser's Confidential Information to any third party at any time or permit or suffer such information to be disclosed or communicated without the Discloser's authority;
 - not copy, reproduce or reverse engineer in any manner or form any of the Discloser's Confidential Information;
 - only use the Discloser's Confidential Information for the sole purpose of this Contract; and
 - take all steps and do all such things as may be necessary or desirable to safeguard the confidentiality of the Discloser's Confidential Information.
 - Notwithstanding any other provision of this Contract a Recipient:
 - will not breach its obligations of confidence under this Contract by reason solely of disclosing the Discloser's Confidential Information if strictly required to do so by law or a stock exchange, provided that it must first give reasonable notice to the Discloser of such requirement prior to actually disclosing that Confidential Information;
 - may disclose the Discloser's Confidential Information to its officers, employees, advisers and agents who have a specific need to know the Confidential Information for the purposes of this Contract, provided they have been made aware of the terms upon which the Confidential Information has been disclosed to the Recipient and the consequences of disclosing such information to a third party;
 - may, where the recipient is MAC (or its relevant contractor or nominee), use any information obtained through the remote access and monitoring of the System referred to in clause 23(a)(ii) to (A) perform the Works (including any warranty obligations), (B) improve its products and services generally (including by performing analyses on such information), and (C) aggregate with other data, and may publicly disclose any such information if neither the Customer nor the owner or long-term occupant of the Property could reasonably be identified from the publicly disclosed information; and
 - must return to the Discloser or destroy, at the Discloser's option, all of the Discloser's Confidential Information within the Recipient's possession and control upon the Discloser's request.
36. **(Severability)** If and to the extent any provision or part of a provision is illegal or enforceable, such provision or part of a provision will be severed from this Contract and will not affect the continued operation of the remaining provisions of this Contract.
37. **(Governing Law)** This Contract shall be governed by the laws of South Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of South Australia.
38. **(Entire Agreement)** This Contract sets out the entire agreement between the parties.
39. **(OCPP Protocol and Third Party Network Management)** MAC do not warrant or support the use of embedded OCPP capability within any supplied electric vehicle charging stations for the purpose of communication with third party charge station network management and billing providers. If third party network management is to be utilised via the OCPP interface, the Customer is required to establish a separate contract with a compliant third party provider.

Definitions

The terms set out below shall have the following meanings when used throughout this Contract:

Business Day means any day except a Saturday or a Sunday or other public holiday in the state of South Australia;

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Confidential Information means, in a relation to a Discloser, information however held or recorded by the Recipient relating to the Discloser and its Related Bodies Corporate, their business or assets including financial or taxation information, information relating to customers or suppliers, present and future business and marketing plans, particulars of employees or contractors, product formulations and manufacturing processes, the terms of this Contract and any other information which the Discloser identifies as confidential, but does not include information that:

- a. is, or has become, part of the public domain otherwise than through a breach of an obligation of confidence owed to the Discloser or its Related Bodies Corporate;
- b. was in the Recipient's possession prior to disclosure by the Discloser and was not obtained in breach of an obligation of confidence owed to the Discloser or its Related Bodies Corporate; or
- c. is received by the Recipient from a third party in circumstances that do not give rise to a breach of an obligation of confidence owed to the Discloser or its Related Bodies Corporate;

Contract means these terms and conditions and the Quote attached to these terms and conditions and includes any plans, specifications or scope of works and other documents annexed to or accompanying these terms and conditions;

Contract Price means the amount specified as the total contract price in the section of the Quote entitled Formal Quotation;

Customer Provided Parts means any components, parts or equipment that the Customer has requested MAC to incorporate into the Works or the System, including without limitation generators and related parts or systems;

Discloser a person who discloses Confidential Information to a Recipient;

Energy Retailer means the obliged energy (electricity and/or gas) retailer that MAC is delivering REPS activities on behalf of;

Force Majeure Event means an event beyond the control of the parties and that could not be avoided by the exercise of due care and diligence, including without limitation acts of God, inclement weather, government actions, industrial actions, acts of terrorism or war;

MAC means MAC Trade Services ACN 612 163 783, Unit 2, 134 Fullarton Road, Rose Park SA 5067, Building License Number BLD322897;

OCPP means Open Charge Point Protocol in relation to electric vehicle charging appliances;

PPSA means the *Personal Property Securities act 2009* (Cth) and any regulations made pursuant to it;

Property means the property located at the address specified in the section of the Quote entitled Formal Quotation;

Quote means the quote attached to these terms and conditions and any special conditions contained in such quote;

Quote Supporting Documentation means the documents provided by MAC to the Customer and completed by the Customer to enable MAC to design the System, including without limitation a questionnaire, load chart, output requirement specifications information and related correspondence in relation to the design and requirements for the System;

Small-Scale Technology Certificates means certificates evidencing the amount of renewable electricity that may be produced or displaced by the system supplied and installed by MAC pursuant to this Contract, that are eligible to be sold for a financial benefit;

Recipient a person that receives Confidential Information of the Discloser;

Regulator means the Essential Services Commission of South Australia.

Related Bodies Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth);

Relevant Agent means the party authorised by the owner or operator of an electricity generating plant connected to the distribution network to remotely disconnect, and later reconnect, that plant when directed by a party with the legal right to issue such a direction.

REPS means the Retailer Energy Productivity Scheme in South Australia;

REPS Credits means the normalized REPS gigajoules attributable to Works undertaken;

System means the system described in the section of the Quote entitled Formal Quotation;

Works means the supply of System and the provision of the services described in the section of the Quote entitled Formal Quotation;

