

## ENERGY MATTERS WEBSTORE TERMS AND CONDITIONS

### 1. AGREEMENT

- 1.1 In these terms and conditions of sale (**Conditions**) “we” or “us” means Energy Matters Pty Ltd (ABN 45 118 108 044) (**Energy Matters**) and “you” means the person, organisation or entity that purchased the goods from us.
- 1.2 Please read through these Conditions carefully as they form the entire agreement under which we will supply goods to you.

### 2. ORDERS

- 2.1 You may place an order by submitting an online order form on our website. We may at our discretion accept or reject an order depending on a variety of factors, such as our ability to validate payment for the goods or availability of the ordered goods.
- 2.2 You must not order goods from us if you are under 18 years of age. We may, at our discretion, treat any order by a person under 18 years old as void.
- 2.3 Please choose your goods carefully and always check the latest prices on our website before placing your order. It is your responsibility to check the order (including all pricing and product information) before you complete the online order process.
- 2.4 We will not complete your order until your payment has passed our internal validation procedures. Once your payment has been validated, we will process your order and provide you with a sales order number (**SO Number**). Please make a note of your SO Number and keep it in a secure place.
- 2.5 Once we have provided you with a SO Number, a binding agreement will come into existence between you and us solely on the basis of these Conditions. No changes to these Conditions will be effective unless we both agree to the changes in writing.
- 2.6 If you wish to cancel your order and you do so before your order has been shipped, you will receive a full refund, subject to these Conditions.

### 3. AVAILABILITY

- 3.1 We attempt to keep in stock most goods advertised on our website and all stock availability as represented on our website is, at that time, accurate to the best of our knowledge and belief. However, please note that stock levels are subject to change without notice.
- 3.2 If, for any reason, we cannot supply goods you have ordered, we will contact you using the details provided by you to amend, cancel or put your order on backorder as agreed with you. If you choose to put your order on backorder, we will arrange delivery once the goods are available.

### 4. PRICE AND PAYMENT

- 4.1 The price payable by you for the goods ordered is the one set out on our website at the time you place your order. All prices are in Australian Dollars and are inclusive of GST.
- 4.2 Subject to clause 8.6, we make every effort to ensure prices and product information on our website and in our advertisements are correct and up-to-date. Prices for our goods displayed on third party websites may not be correct and we are not bound by them.
- 4.3 We charge a 2% surcharge in respect of all payments made by credit card. You agree to pay this surcharge for all credit card payments made by you. The surcharge must be paid at the same time as payment for the goods is processed on the credit card.

- 4.4 Your credit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Whilst we employ secure payment technology, we will not be responsible for any loss or damage (whether direct or indirect) suffered by you if your credit card is fraudulently used or is used in an unauthorised manner by a third party.
- 4.5 A receipt for your purchase will be sent to you by email. Your receipt is your proof of purchase and may be required for any warranty claims.

## 5. DELIVERY

- 5.1 We will use reasonable endeavours to meet the delivery timeframes stated on our website. However any stated delivery timeframes are estimates only and we will not be liable for any loss or damage caused by late delivery. Delayed delivery of goods does not constitute grounds for cancellation of your order.
- 5.2 We will deliver to the delivery address specified by you when you placed your order on our website.
- 5.3 We may deliver our goods via a range of delivery methods. All deliveries must be signed for, depending upon which delivery method we use:
  - 5.3.1 delivery by our contracted delivery company - if neither you nor your authorised representative is at the delivery address to take delivery of the goods, the courier company will leave a card with contact details so that you can arrange another delivery time and date;
  - 5.3.2 delivery by Australian Post - if neither you nor your authorised representative is at the delivery address to take delivery, an "Article Awaiting" card will be left at the delivery address and your order will be taken to an Australian Post Office suitable to store the goods until you are able to go and collect them. In these circumstances our obligation to deliver the goods to you is satisfied when the "Article Awaiting" card is left at the delivery address.
- 5.4 You must make any claims for shortfalls or inaccuracies in the goods delivered within 24 hours of the goods having been delivered to you, by contacting us on the telephone number set out in clause 12.

## 6. RISK AND TITLE

- 6.1 Notwithstanding delivery of the goods to you, title in the goods will not pass to you until the later of delivery or your payment has been processed or otherwise received by us.
- 6.2 If your payment is declined for any reason we reserve the right to reclaim the goods from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to keep or sell the goods.
- 6.3 Risk of loss, damage or deterioration to any goods will pass to you on delivery.
- 6.4 You acknowledge and agree that clause 6.1 creates a purchase money security interest in the goods which we are entitled to register as such under the *Personal Properties Securities Act 2009* (Cth) (**PPSA**). To the extent permitted under the PPSA, we each agree to contract out of the provisions listed in section 115 of the PPSA. You waive your right to be provided with verification statements under section 157 of the PPSA.

## 7. RETURNS AND REFUNDS

- 7.1 In addition to your rights under clause 8, we may, in our absolute discretion, accept a return of the goods and issue a refund if you change your mind, provided that:
  - 7.1.1 you must have proof of purchase;
  - 7.1.2 you must get our written agreement to the return before returning the goods to us;
  - 7.1.3 the goods must be returned to us at your cost and within a reasonable period of time of your receiving our written agreement;

- 7.1.4 we may withhold from your refund a restocking fee of 25% of the purchase price of the goods.
- 7.2 You must adequately package any goods you are returning to ensure that they are not damaged during return delivery to us. Unless otherwise agreed, all original items including packaging and documentation must also be returned.
- 7.3 We will only give you the refund once we have received the goods and inspected them and determined whether to give you a refund, based on the condition of the goods and other factors, in our absolute discretion.
- 7.4 Any refund we make will be by the same payment method used to purchase the goods.

## 8. WARRANTIES AND LIMITATION OF LIABILITIES

- 8.1 Nothing in these Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (**ACL**) (or any liability under them) which by law may not be limited or excluded.
- 8.2 If you are a "consumer" under the ACL, the following notice applies to you:

"Our goods come with warranties and guarantees that cannot be excluded under the Australian Consumer Law (**Consumer Guarantees**). You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are 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."
- 8.3 Your goods may come with a manufacturer's warranty. The manufacturer's warranty is in addition to but may overlap with any rights and remedies you may have under applicable law, including any Consumer Guarantees. If you are not considered a "consumer" within the meaning of the ACL, the manufacturer's warranty may be your sole remedy. However, you should check the manufacturer's warranty carefully as many manufacturers' warranties will not apply in a business or commercial setting.
- 8.4 Subject to this clause 8, and to the extent permitted by law:
  - 8.4.1 all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Conditions are excluded;
  - 8.4.2 we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, damage to goodwill or loss of data arising out of or in connection with the goods or these Conditions (including as a result of not being able to use the goods or the late supply of goods), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise; and
  - 8.4.3 our total liability arising out of or in connection with the goods or these Conditions of Sale, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of the goods.
- 8.5 Where by law we are unable to exclude terms, guarantees, warranties, representations or conditions but are able to limit them, to the extent permissible by law we limit our liability for any breach, at our option, to the repair or replacement of goods or payment of the cost of repairing or replacing the goods.
- 8.6 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance or offer, invoice or other documents or information issued by us will be subject to correction without any liability on our part.

## 9. INSTALLATION AND SERVICE OF GOODS

- 9.1 You acknowledge that incorrect installation and/or service of the goods available on our website may cause loss of life, injury to persons and/or damage to property and that the installation and service of such goods must be carried out by a qualified electrician and/or qualified renewable energy installer experienced in the installation and service of such goods.

9.2 All workmanship carried out in respect of the installation of any goods purchased from us is the responsibility of the person carrying out the works and we will not be held liable for any loss or damage arising from such works.

## 10. FORCE MAJEURE

10.1 We will not be liable for any delay or failure to perform our obligations under these Conditions if such delay is due to any circumstance beyond our reasonable control.

10.2 If we are delayed from performing our obligations due to such a circumstance for a period of at least 3 months, we may terminate our agreement with you by giving you 7 days' written notice.

## 11. GENERAL

11.1 These Conditions form the entire agreement between you and us and, unless expressly agreed to in writing by us, no terms or conditions of yours, including any terms or conditions printed or referred to in your offer to purchase or order (if any) will be binding on us or have any legal effect.

11.2 We may change any provision in these Conditions without notice so we advise that, even if you are a frequent purchaser from us, you check these Conditions whenever you want to purchase goods from us. Any change of these Conditions will only apply to future orders. None of our agents or employees or any third parties have any authority to change these Conditions.

11.3 We reserve the right to refuse to supply of the goods ordered by you, terminate our contract with you or terminate your account with us and to remove or edit content on our website at our sole discretion and without incurring any liability to you.

11.4 You must not assign any rights and obligations under these Conditions whether in whole or in part without our prior written consent.

11.5 Any notice in connection with these Conditions will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.

11.6 If any provision of these Conditions is invalid, illegal or unenforceable, these Conditions take effect (where possible) as if they did not include that provision.

11.7 Please refer to our [Privacy Policy](#) to see how we collect, use and protect your personal information.

11.8 Any failure by a party to insist upon strict performance by the other of any provision in these Conditions will not be taken to be a waiver of any existing or future rights in relation to the provision.

11.9 These Conditions are governed by the laws of Victoria, Australia. The parties each agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

## 12. CONTACT US

If you need to contact us for any reason, please do so using the contact details below:

- 1300 855 484 (local call from anywhere in Australia)
- International: +61 3 9697 1950
- Fax: +61 3 9697 1919