
INNO ENERGY VPP TECHNOLOGY PTY LTD

AND

CUSTOMER/YOU

BATTERY HIRE AGREEMENT

Execution page

EXECUTED AS A DEED

EXECUTED by INNO ENERGY VPP)
TECHNOLOGY PTY LTD (ACN 690 664 594))
in accordance with section 127(1) of the)
<i>Corporations Act 2001</i> by being signed by)
the persons who are authorised to sign for)
the Company:)

	Signature of Sole Director and Sole Secretary

	Print Name: LEJUN WANG

SIGNED, SEALED & DELIVERED by the)
Customer as set out in the Schedule)
.....
Signature of witness	Signature of the Customer as set out in the Schedule
.....	
Print Name	
.....	
Address	

SCHEDULE

Supplier (We/Us)	Inno Energy VPP Technology Pty Ltd (ACN 690 664 594)
Customer Name (You)	
Supply Address / Premises	

Details of Your contract	
Hiring Fee (exclusive of GST)	\$49.99 per calendar month, commencing on the first day of the Hire Term Commencement Date
Hire Term	Ten (10) years from the Hire Term Commencement Date
Product	[Description of battery]

TERMS AND CONDITIONS

1. Parts of this Agreement

Our Agreement with you for the Products and Services are comprised of these General Terms, Quote, the Schedule, the Product Specific Terms, the Services Specific Terms, the State Specific Conditions and the Warranty Statement.

2. Definitions used in these General Terms

In these General Terms, capitalised words have the following meanings:

Agreement means this contract for Products and Services, and includes the Quote, the Schedule, these General Terms, the Product Specific Terms, the Services Specific Terms, the State Specific Conditions, the Warranty Statement and any attachments and annexures to, and documents referred to in, any of these.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time.

Business Day means any day other than a Saturday, Sunday or a public holiday in the state of Victoria.

Charge means the drawing of electricity into the Products, either from a solar photovoltaic system or from the National Electricity Grid, and **Charging** has the same meaning.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis

Commencement Date means the date that this Agreement starts, as set out in **clause 3** of these General Terms.

Schedule means the schedule to this Agreement and which forms part of this Agreement.

Damage means:

- (a) any loss or damage to the Product including its parts, components and accessories that is not fair wear and tear;
- (b) salvage costs;

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- (c) assessing fees; and
 - (d) claims administration fee.

Discharge means the exporting of electricity to the Premises, and Discharging has the same meaning.

Distributor means the entity or person who owns, controls, or operates the distribution system to which the Premises are connected.

Eligibility Criteria means the criteria set out in the Quote and in this Agreement that You must meet in order for Us to provide You with the Products.

Government Amount means a payment or loan by a government agency in connection with a program that relates to the supply of Products and Services and includes any rights, benefits, credits and certificates of any kind which derive from the supply of the Products.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

Hiring Fee means the hiring fee as set out in the Schedule.

Hire Term means the hire term as set out in the Schedule.

Hire Term Commencement Date means the date determined in accordance with clause 3(b).

Hold means to cease Charging and Discharging the Products.

Life Support System means the life support equipment used to keep a person alive, including an oxygen concentrator, intermittent peritoneal dialysis, kidney dialysis machine, chronic positive airways pressure respirator, crigler najjar syndrome phototherapy equipment, ventilator for life support, or any other equipment required for life support as specified by a medical practitioner.

National Electricity Grid means the physical and market infrastructure required to transport and supply electricity in Victoria.

Products means the product to be leased to You under this Agreement

Regulatory Requirements means any Commonwealth, State or Territory or local regulation, including any laws, regulations and regulatory and administrative documents, orders, licence conditions, codes, guidelines or standards that are applicable to the supply of the Products and performance of the Services at the Premises from time to time.

Related Body Corporate has the meaning given to that term in the Corporations Act 2001 (Cth).

Supply Address means the supply address set out in the Schedule, and **Premises** has corresponding meaning.

Third Party Loss means any loss or damage to third party property, including but not limited to any Claim from any third party for loss of any kind.

We means Inno Energy VPP Technology Pty Ltd, and **Us** and **Our** have corresponding meanings.

You means the person who enters into this Agreement with Us, and **Your** has a corresponding meaning.

3. Duration of this Agreement and Eligibility

Acceptance and Commencement of this Agreement

- (a) This Agreement commences once You have signed it and will continue until the earlier of the end of the Hire Term or termination of this Agreement.
- (b) The Hire Term Commencement Date is the later date of when:
 - (i) the Product is delivered to and installed at the Supply Address; and
 - (ii) you have met the Eligibility Criteria.
- (c) By accepting and entering into this Agreement, you:
 - (i) agree to be bound by this Agreement;

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- (ii) warrant that You have the legal authority and capacity to enter into this Agreement; and
 - (iii) agree that the Agreement may be entered into by an electronic method as permitted under the *Electronic Transactions (Victoria) Act 2000* (Vic) and that the requirement to manually enter Your name to accept this Agreement equates to your electronic signature on the Agreement.

4. Eligibility and Warranties

Eligibility Criteria

- (a) By entering into this Agreement, you agree and warrant that you meet the below Eligibility Criteria, and you are responsible for meeting the Eligibility Criteria throughout the term of this Agreement:
 - (i) own or occupy the Supply Address, and if you are not the owner of the Supply Address, have obtained written consent from the owner in relation to the entry into and performance of this Agreement and will provide such consent and any other documents that we reasonably require (e.g. a current title search);
 - (ii) obtained or will obtain all necessary approvals, consents or authorities from any owner, residents, owner's corporation, local authorities, the Distributor or your retail electricity retailer to enter and perform this Agreement; and
 - (iii) meet any other criteria that are reasonably specified by us from time to time.
- (b) **If any person residing or intending to reside at the Supply Address requires Life Support System, you will not meet the Eligibility Criteria.**
- (c) This Agreement is also subject to Us assessing the Supply Address as suitable for the Products.

Warranties

- (d) You agree and warrant that, during the term of this Agreement, you will:
 - (i) inform Us the date and time when the Products will be installed;
 - (ii) maintain the Products supplied pursuant to this Agreement;
 - (iii) at all times keep the Products supplied under this Agreement installed and operating at the Supply Address;
 - (iv) not remove, modify or tamper with the Products without our written consent;
 - (v) be responsible for all energy charges associated with the use and operation of the Products;
 - (vi) unless with our prior written approval, not be participating in any virtual power plant program in relation to the Products;

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- (vii) own or occupy, and continue owning and occupying, the Supply Address, and if you are not the owner of the Supply Address, ensure the owner does not revoke his/her written consent provided pursuant to clause 3(a)(ii);
 - (viii) ensure the Products is connected to the internet through a hardwired ethernet connection or Wifi on a continuous basis, and that SIM connected 3G, 4G and 5G is only used as a secondary method of connectivity;
 - (ix) comply with all Regulatory Requirements in relation to the Supply Address and the Product; and
 - (x) unless otherwise agreed in writing, arrange for the installation of the Products in a timely manner and to allow us supervising and inspecting the installation of the Products.

5. Impact due to this Agreement

- (a) You acknowledge that entering into this Agreement may cause impacts on the supply of your electricity, and you will make Your own enquiries to find out how the Products may impact on:
 - (i) any retail electricity sale contract You are or will become a party to; and
 - (ii) any agreement between You and the Distributor.
- (b) You agree that We are not liable for any loss, damage or liability You suffer as a result of the impact of the Products .

6. Hire, Delivery and Return of Products

- (a) You hire the Products from us for the Hire Term, and You accept that hire on the terms and subject to the conditions of this Agreement and Your payment of the Hiring Fee during the Hire Term.
- (b) The Products will be brand new, and delivered to the Supply Address on a date and time to be agreed in writing.
- (c) Upon the end of the Hiring Term or termination of this Agreement:
 - (i) You authorise Us to access the Supply Address, uninstall and remove the Products within fourteen (14) days;
 - (ii) if access to the Supply Address is not provided or otherwise revoked, then:
 - (1) you will at your own costs arrange for the uninstallation and delivery of the Products to our designated address as soon as possible, and in any event within twenty-one (21) days from the end of the Hiring Term or termination of this Agreement; and
 - (2) there will be a daily late return fee of \$XXX (excl. GST) payable to Us until the Products are received by Us;
 - (iii) the Products must be returned in the same condition as it was first hired to You (except for ordinary fair wear and tear);

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- (iv) if the Products is in damaged condition, You will be responsible for all reasonable costs of repairing the Products. If the Products is incapable of repair, then you will be liable for its reasonable replacement costs, to be determined at our absolute discretion.
 - (d) Proposed early return of the Products amounts to a variation of this Agreement and is subject to Our approval in writing.

7. Ownership of Products, Maintenance and Repairs

Ownership of Products

- (a) You:
 - (i) acknowledge the Products remain at all times the property of Ours, and You only have a right to use it under the terms of this Agreement;
 - (ii) acknowledge that Your interest in the Products is as a bailee of Us only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Products and not create any lien on the Products for repairs;
 - (iii) must not, other than in accordance with this Agreement, attempt to hold Yourself out as having any power to sell, charge, lease, dispose of, encumber, or otherwise deal with the Products;
 - (iv) must not part with possession of the Products without the written consent of Us, including but not limited to cease owning and occupying the Supply Address;
 - (v) must not assign, transfer or grant any interest (including a security interest) in favour of another person in this Agreement or the Products, or authorise anyone else to do so, without the written consent of Us.
 - (vi) agree that we may register our security interest in the Products under the Personal Property Securities Act 2009 (Cth) and You will do whatever is necessary to ensure that Our security interest is validly registered in priority to all other security interests in the Products.
- (b) You hire the Products from us for the Hire Term, and You accept that hire on the terms and subject to the conditions of this Agreement and Your payment of the Hiring Fee during the Hire Term.
- (c) The Products will be brand new, and delivered to the Supply Address on a date and time to be agreed to by You and Us.

Maintenance and Repair

- (d) You must not arrange or undertake any repairs or salvage to the Products (whether because of an accident or a breakdown) without Our express prior authority;
- (e) You must immediately report to Us any damage, malfunction or defect in the Products (whether caused by an accident, or otherwise).

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- (f) You will indemnify and keep Us indemnified with respect to, and will pay on demand made by Us, any and all costs associated with any damage to the Products or any part of the Products caused as a result of, or in connection with, Your use or operation of the Products during the Hiring Term, unless such damage arises due to the Products' design, material or workmanship defects.
 - (g) You agree, without condition or qualification that, unless proven to be the Products' own design, material or workmanship defects any and all damage or repairs, whether major or minor, are to be repaired / completed (as the case may be) by Our nominated repairer and at Your expense.
 - (h) If, in our absolute discretion, the Products is wholly or substantially destroyed, You must, without condition or qualification and irrespective of the reason for such damage/destruction, within fourteen (14) days, pay to Us the full replacement cost of the Products which is to be determined at Our sole discretion acting reasonably.

8. Permissible Use and Prohibited Use

- (a) The Products must remain installed at the Supply Address during the term of this Agreement, and only to be used for the Charge, Discharge and Hold of electricity at the Supply Address.
- (b) You are prohibited from using the Products:
 - (i) for any business or commercial purpose;
 - (ii) in a dangerous or reckless manner;
 - (iii) in contravention of the laws;
 - (iv) if the Products are damaged or unsafe;
 - (v) to commit, or while committing, any unlawful act or offence.

9. Our Warranties

- (a) Your rights set out in this Agreement are in addition to Your rights as a consumer under relevant legislation, including the Australian Consumer Law. Your rights under the Australian Consumer Law are not excluded, restricted or modified by this Agreement.
- (b) In addition to Your rights under relevant legislation, the Products are covered by various manufacturers' warranties. We will endeavour to assist Our customers to make claims under any applicable manufacturer's warranties if the Product has a manufacturing defect in material or workmanship which falls within the scope of the manufacturer's warranty and which occurs within the relevant warranty period.

10. Government Amounts

- (a) You are solely responsible for applying for, and receiving payment and grant of, or right and title to, those Government Amounts.
- (b) We may assist with your application for all or any Government Amounts by providing documents or information relating to the Products.

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- (c) You agree that you are solely responsible for payment of the Hiring Fee.

11. Hiring Fee and Other Costs

- (a) You must pay the Hiring Fee to Us under this Agreement on monthly basis in advance.
- (b) Failure to make payment for Hiring Fee is a material breach of this Agreement.
- (c) **Direct Debit Arrangement?**
- (d) For the purposes of this Agreement, an amount will be considered to have been paid when We have received that amount in cleared funds.
- (e) Any amount payable under this Agreement not paid in full and on time incurs interest at a rate of 12% per annum, to be calculated daily from the due date and continues until the overdue money is paid and is capitalised monthly.
- (f) Our costs of recovering or attempting to recover from You any amount payable pursuant to this Agreement is payable by you on demand, including any mercantile agent's costs, and legal costs on a full indemnity basis. You indemnify Us in respect of any such fees and/or charges.

12. GST

- (a) Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as GST inclusive, **does not include an amount on account of GST.**
- (b) If GST is payable on a taxable supply made in connection with this document, the party making the supply (**Supplier**) may recover the amount of that GST in addition to amounts otherwise payable, subject to providing a tax invoice.
- (c) If there is an adjustment event in relation to a supply, the Supplier must promptly issue an adjustment note for the difference.
- (d) If a party is entitled to be reimbursed or indemnified in connection with this document, the amount that is reimbursed or indemnified is reduced by the amount of GST for which the party may have an entitlement to claim an input tax credit, except to the extent the party to be reimbursed or indemnified demonstrates it is not entitled to a full input tax credit before the date for payment.

Terms defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

13. Indemnity and Liability

Release

- (a) You forever release and discharge Us (and Our agents and employees) from all Claims:
- (i) arising out of or incidental to the use of the Products;
 - (ii) to Your personal property, whether due to Our negligence or otherwise.

Damage and Indemnity

- (b) Damage and third party Damage arising out of, or in connection with, the use of the Products are Your responsibility and must be paid in full, without withholding, deduction, set-off or counterclaim, by You.
- (c) You fully indemnify Us, and hold Us harmless, for any Claim, Damage or Third Party Loss relating to:
 - (i) the use of the Products, damage to it or a third parties' property;
 - (ii) any property, including the Supply Address, stored at the Supply Address.

Liability

- (d) You must keep Us fully and effectually indemnified and held harmless against any Claim, loss, liability, cost or expense (including legal costs on a full indemnity basis) which We incur, suffer or sustain in connection with:
 - (i) We exercising a right under this Agreement;
 - (ii) We doing anything which You should have done under this Agreement;
 - (iii) You failing to comply with any provision of this Agreement;
 - (iv) the payment, omission to make payment or delay in making payment by You of any amount under this Agreement;
 - (v) We repossessing the Product;
 - (vi) the ownership, maintenance, repair, delivery, redelivery, allocation, modification, storage, control, testing, condition, use, manner of use or operation of the Products;
 - (vii) a person being injured or killed or property being damaged directly or indirectly by the Products or through the use or operation of the Products;
 - (viii) You breaching any law or regulation in connection with the use or non-use of the Products,and each indemnity is a continuing obligation, separate and independent from Your other obligations under this Agreement. It continues after this Agreement ends or is terminated. It is not necessary for Us to incur expense or to make a payment before it enforces a right of indemnity

14. Variation of this Agreement

- (e) You agree that We may vary this Agreement by written notice to You in any of the following circumstances, with the variation to take effect immediately from that notice:
 - (i) as We consider necessary to comply with any change in Regulatory Requirements;
 - (ii) to make a change that You have requested and We agree to;
 - (iii) to make an administrative or typographical change; or
 - (iv) to make the terms of this Agreement more favourable to You.

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- (f) Any other variation to this Agreement must be agreed by You and Us in writing. We may notify you of a request to vary this Agreement in accordance with this clause, in which case You can either:
 - (i) accept the proposed variation to the Agreement, in which case the Agreement will then be varied; or
 - (ii) if you do not accept the proposed variation of the Agreement:
 - (1) if possible, the Agreement will continue without the variation taking effect; or
 - (2) You may terminate the Agreement by giving Us not less than 30 days' notice, in accordance with this clause.

15. Breaches and Termination

- (a) We may terminate this Agreement and take immediate possession of the Products at any time if You breach your obligations under this Agreement.
- (b) Before terminating this Agreement and repossessing the Products, We will give You written notice of the breach and a period of no less than fourteen (14) days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it.
- (c) Breaches of this Agreement will result in You paying for (without limitation, and without in any way limiting any other provision of this Agreement):
 - (i) all costs to restore the Products to its original condition or replacement of the Products;
 - (ii) loss of the revenue to Us;
 - (iii) damage to third party property resulting from Your use of the Products;
 - (iv) all costs of storage and recovery of the Products.
- (d) For the avoidance of doubt, in the event of termination of this Agreement:
 - (i) We retain the right to sue You for unpaid money or for damages (including damages for the loss of the benefits that We would have received if this Agreement had continued for the full Hire Term) for breaches of Your obligations under this Agreement;
 - (ii) all unpaid balance of any fees payable under this Agreement become immediately due and payable; and
 - (iii) The Products must be returned to Us in accordance with clause 6(c).

16. Force Majeure

- (a) If an event outside Our or Your reasonable control (**Force Majeure Event**) prevents Us or You from complying with any obligations under this Agreement, other than any obligation to pay money, then those obligations will be suspended for the duration of the Force Majeure Event.

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- (b) If We or You are affected by a Force Majeure Event (being an Affected Party), then the Affected Party will use its best endeavours to:
 - (i) promptly notify the other party of, and provide full details about, the Force Majeure Event (including its likely duration and the obligations affected); and
 - (ii) minimise, overcome or remove the Force Majeure Event as quickly as practicable, and to give the other party details of how it will do so (however, this will not require either party to settle any industrial dispute).

17. Complaint and Dispute Resolution

- (a) If You have a query or complaint, You may contact Us in writing.
- (b) We will address any complaints in accordance with Our complaints handling and dispute resolution procedure.
- (c) We will inform You of the outcome of Your complaint.
- (d) If Your complaint remains unresolved, then any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any questions regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Expedited Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of the arbitration shall be English.

18. Miscellaneous

Notices

- (a) Except where otherwise specified in this Agreement or required under any Regulatory Requirements, any communication between You and Us under this Agreement may be in person, in writing, by telephone or by electronic communication (i.e. **email**).
- (b) You agree and consent to Us communicating with you in writing by electronic communication – email.
- (c) Any written communication by You or Us is deemed to have been received:
 - (i) if sent by mail, at the estimated delivery time of ordinary post as published by Australia Post; or
 - (ii) if sent by electronic communication, on the earlier of receipt of delivery confirmation or the day of transmission (unless otherwise notified that delivery of the communication was unsuccessful or delayed).

Assignment

- (d) We may assign, transfer or novate Our rights and obligations under this Agreement to another person at any time by notice to You, if:
 - (i) that person is a Related Body Corporate of Us; or

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- (ii) that assignment, transfer or novation forms part of the transfer of all or a substantial part of Our business to that other person.
 - (e) Unless otherwise agreed under this Agreement, You cannot assign, transfer or novate Your rights and obligations under this Agreement to any third party.
 - (f) This Agreement binds any executor or administrator of Your estate. If You die during the term of this Agreement, Your executor or administrator must perform the remainder of this Agreement on Your behalf.

Subcontracting

- (g) We may subcontract any of Our obligations under this Agreement to a subcontractor of Us. Those subcontractors will perform all work to the standard set out in this Agreement.

Jurisdiction

- (h) This Agreement is governed by the laws in Victoria, and the parties submit to the non-exclusive jurisdiction of the courts in that State.

Waiver

- (i) Except as otherwise provided in this Agreement, a right created under this Agreement may only be waived in writing signed by the party granting the waiver.

Severability

- (j) If any part of this Agreement is or becomes illegal, void or unenforceable, this does not invalidate the rest of the Agreement, which will remain in full force and effect.

Interpretation

- (k) In this Agreement:
 - (i) headings are included for convenience only;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a reference to a document or any Regulatory Requirement includes any variation or replacement of it from time to time;
 - (iv) references to persons include any body corporate and any government agency, and include that person's:
 - (v) executors, administrators, successors, substitutes and permitted assignees; and
 - (vi) officers, employees, contractors, agents or other representatives.
 - (vii) The words 'include' or 'including' or 'for example' are not words of limitation, and are intended to be non-exhaustive examples.
 - (viii) Where these General Terms refer to a clause number, that reference is to a clause of these General Terms unless otherwise stated.

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- (ix) Where this Agreement specifies a date or a period of time, and that date or period of time:
- (1) dates from a given day, or the day of an act or event, then it is to be calculated exclusive of that day;
 - (2) commences on a given day, or the day of an act or event, then it is to be calculated inclusive of that day; and
 - (3) is required to occur on or by a day that is not a Business Day, then it can occur on or by the next Business Day.
- (x) If We are entitled to exercise Our discretion under this Agreement, we will do so acting reasonably and on reasonable grounds, including considerations relating to:
- (1) whether circumstances were beyond Your reasonable control, or were accidental but not negligent;
 - (2) Your history with Us and our Related Bodies Corporate, including Your conduct under this Agreement, Your Electricity Sale Contract and any previous contract with Us for the sale and supply of products and services;
 - (3) our evaluation of the likelihood that You will fulfil Your obligations under this Agreement or Your Electricity Sale Contract in the future; and
 - (4) the consistent application of Our policies applying to similar customers in similar circumstances (including departing from these policies in relevantly different circumstances).