

MASTER SUPPLY AGREEMENT

Name:	WATTWATCHERS PTY LTD (ACN 123 010 588) ('Supplier')
Address:	Level 6, 115 Pitt Street, SYDNEY NSW 2000
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THE TERMS AND SCHEDULES FORM PART OF THIS AGREEMENT.

Schedule

Appendix 1 Standard Terms and Conditions ('Terms')

Appendix 2 Definitions and Interpretation

Appendix 3 Products and Services Description and Indicative Price List

Appendix 4 Specifications

Appendix 5 Product Warranty

SCHEDULE

Basic Terms	Details
Execution Date	The date of the first Order made by Customer.
Start Date	The Execution Date of this Agreement.
Purposes	The purpose of this Agreement is for Supplier to supply Customer with the Products and Services.
Delivery Location	As defined in each Order in accordance with clause 6.
Indicative Price List	Available upon request.
Time of Invoice	Supplier's Tax Invoice (s) will be issued after each Order and no late than the Delivery Date. Refer to clause 9 ('Invoicing and Payment').
Due Date for Payment	Within fifteen (15) calendar days of the date of Supplier's Tax Invoice(s).
Payment Method	Acceptable methods of payment are bank transfer or credit card.

APPENDIX 1  
STANDARD TERMS AND CONDITIONS ('TERMS')

1. Engagement

- 1.1 Supplier is in the business of designing and manufacturing Products that monitor and control electricity circuits and other associated equipment and providing services including data collection and monitoring ('Products and Services').
- 1.2 Customer engages Supplier to supply the Products and Services on these Terms.
- 1.3 Supplier will supply the described Products and Services to Customer during the Term.
- 1.4 These Terms apply to all transactions between Customer and Supplier relating to the manufacture, supply and delivery of the Products and Services, including all Quotes, Orders and variations.

2. Relationship.

- 2.1 The relationship between the Parties is that of principal and independent contractor.
- 2.2 These Terms do not create an exclusive relationship between Supplier and Customer in respect of the supply of the Products and Services.
- 2.3 The Parties agree to act reasonably and in good faith towards each other and provide to the other Party on request all reasonable assistance in promoting the Purposes of this Agreement.
- 2.4 The Parties agree not to do any act that is inconsistent with or prejudicial to the good reputation and image of the other Party including on the Internet.

3. Term

- 3.1 In the absence of any other written agreement, the Default Terms will govern the supply of all Products and Services to Customer during the Term.

4. Placement of Orders

- 4.1 Customer may from time to time request the supply of Products and Services by requesting a Quote from Supplier in accordance with its Price List. Customer acknowledges that the Price List is indicative only and subject to change by Supplier at any time. Supplier will from time to time provide customers with updated price lists.
- 4.2 In preparation of the Quote, Supplier has the right to vary the description of the Goods, Services and Prices from those shown in the Price List.

- 4.3 Customer must order the quoted Products and Services from Supplier in writing by accepting a Quote ('Order'). Each Order for the Products and Services shall be in writing and or in such other manner as agreed between the Parties. Each Order must specify:
- a. the date of the placement of the Order;
  - b. the quantity and description of the Products and Services ordered; and
  - c. a price in the Currency for the supply of the specified Products and Services.
- 4.4 Any Quote issued by Supplier is valid for the period shown on the Quote subject to Supplier's right to withdraw a Quote at any time (and nullify an Order) where there is any discrepancy, misdescription or other material error or omission in the Quote, provided Supplier corrects the error or omission as soon as reasonably practicable. Supplier may reissue a new Quote to Customer rectifying the error or omission in the Quote.
- 4.5 Unless specifically set out in the Order, an Order does not include the cost of delivery of the Products and Services to the Delivery Location.
- 4.6 Subject to clause 5, Supplier is taken to have accepted and is bound by these Terms if Customer places an Order for the Products and Services, and Supplier accepts such an Order in writing.
- 4.7 Customer is under no obligation or requirement to place Orders for a minimum quantity of Products and Services during the Term of this Agreement unless otherwise agreed by the Parties in writing.
- 4.8 Each Order forms part of these Terms and these Terms apply in all respects to the Order.
- 4.9 In the event of a conflict or any inconsistency between:
- a. Quote and Terms (Appendix 1 and 2) or a Quote and Specifications (Appendix 4), the Quote will prevail;
  - b. Specifications (Appendix 4) and the Products and Services Description and Indicative Price List (Appendix 3), the Specifications (Appendix 4) will prevail;
  - c. Products and Services Description and Indicative Price List (Appendix 3) and Terms (Appendix 1 and 2), the Products and Services Description and Indicative Price List (Appendix 3) will prevail; and
  - d. Quote and Price List or any other document that Supplier issues, the Quote will prevail.
- 4.10 Supplier will perform the Services ordered by a Customer in association with the Products unless excluded by a subsequent Order, agreed by the Parties in writing.
5. Variations
- 5.1 Customer may request that its Order be varied after it has been placed and accepted by Supplier by issuing a request in writing to Supplier.
- 5.2 A request for a variation must be agreed to in writing by Supplier who reserves the right to agree to or reject a variation request from Customer.
- 5.3 Supplier reserves the right to vary the Order to include any reasonable additional charge for any extra Product costs incurred or additional Services carried out due to the variation. A revised

Quote issued by Supplier in respect of the requested variation must be accepted in writing by Customer and through Customer's written acknowledgement, supersedes the original Quote.

5.4 Supplier has an automatic extension of time to deliver the Products and Services equal to the delay caused by the variation which must be agreed by the Parties in writing.

## 6. Delivery and Acceptance of Products

6.1 Supplier must deliver each Order to the Delivery Location set out in the Schedule between the hours of 9am to 5pm on any Business Day on or before the Delivery Date unless the Order specifies delivery in accordance with clause 6.2.

6.2 Supplier must prepare each Order for collection at Supplier's premises by an agent or courier of Customer prior to the Delivery Date, and, as soon as each Order is ready for collection, Supplier must notify Customer in writing. Within seven (7) calendar days of receiving notification that an Order is ready for collection pursuant to this clause, Customer must remove the Products from Supplier's premises.

6.3 Supplier must ensure that the Products are suitably packaged to avoid damage in storage or transit to the Delivery Location or point of delivery in the Order.

6.4 Customer must inspect the Products at the time of delivery to the Delivery Location or point of delivery in the Order.

6.5 Customer may reject the Products if the Products are not in accordance with Customer's Specifications, are defective or do not meet the requirements under the Order. If at the time of delivery, Customer is dissatisfied for any reason with the Products, it must inform Supplier of any issues by written Notice within seven (7) calendar days of the delivery of the Products ('Complaint') otherwise the Products are deemed to have been accepted by Customer.

6.6 In the event of a Complaint by Customer, the following process will apply:

- a. Supplier will investigate the Complaint and agree with Customer as to the process ('Rectification Process') required to complete the supply and delivery of the Products to a satisfactory standard;
- b. if the Products are found to be damaged or otherwise defective, the Rectification Process at the discretion of Supplier may include the replacement of the damaged Products in accordance with clause 12.3 without charge or a refund for the price paid by Customer for such defective Products ('Rejected Products').

## 7. Title and Risk

7.1 The title in the Products will pass from Supplier to Customer at the earlier of:

- a. time of payment of Supplier's Tax Invoice in full, or
- b. time of delivery of the Products to the Delivery Location or the point of delivery in the Order and the Products being accepted by Customer following an inspection or Customer is deemed to have accepted the Products in accordance with clause 6.5.

7.2 The risk in the Products will remain with Supplier until the Products are delivered to the Delivery Location or delivery point in the Order and accepted by Customer or Customer is deemed to have accepted the Products in accordance with clause 6.5.

## 8. Performance

8.1 Supplier must ensure that the Products are of Merchantable quality.

8.2 Supplier will supply the Services:

- a. in a good, proper and professional manner, and to standard of diligence, skill and care consistent with prudent professional and technical standards and practices as that which may reasonably be expected of a competent supplier with similar experience in carrying out the supply of the Products and Services ordered and approved by Customer; and
- b. during the normal business hours of Customer in a timely manner.

8.3 In performing the supply of the Products and Services, Supplier will comply with all Laws and regulatory requirements and standards applicable to Supplier and to the performance of the Products and Services.

## 9. Invoicing and Payment

9.1 Supplier will issue a Tax Invoice to Customer as specified in the Schedule for Time of Invoice.

9.2 This may be in any one of the following ways agreed by the Parties:

- a. prior to commencing the supply of the Products and Services, for an amount equal to the Quote where Supplier has not previously carried out the supply of the Products and Services or a specific type of supply of the Products and Services for Customer;
- b. at the end of each week or such other period agreed by the Parties, before the Order is completed, Supplier may issue one or more Tax Invoices for a proportion or the whole of the amount of the Quote (the proportion to be agreed between the Parties either for the supply done to that point, supply in the future or both) and that proportion of the Quote be paid in advance of any further Products and Services supplied, as agreed between the Parties; or
- c. upon completion of the supply of the Products and Services or any time thereafter, for an amount equal to the Quote and an amount not previously invoiced.

9.3 The amount payable in the Tax Invoice to Supplier must be in the Currency and as per the Quote.

9.4 Customer must pay the Purchase Price in the Tax Invoice by the Due Date for Payment.

9.5 For disputed payments, Customer must pay the undisputed portion of a Tax Invoice and lodge a Notice to Supplier for Supplier to determine the disputed portion.

9.6 All other costs, charges, fees and expenses for, or, arising out of the supply of Products and Services under these Terms must be paid by Supplier without any set-off unless otherwise stated expressly in this Agreement or mutually agreed by the Parties in writing.

9.7 Supplier will have the right to suspend the supply of the Services (in whole or in part) by giving seven (7) calendar days' Notice in writing to Customer if Customer fails to pay the Purchase Price when due.

10. Privacy Law and Data
- 10.1 Supplier must put in place and maintain appropriate measures to ensure the integrity and confidentiality of data including any Personal Information obtained through these Terms and use or disclose it only for the Purposes of these Terms subject to any applicable exceptions in the Privacy Laws.
- 10.2 The Parties agree to comply with all applicable Law and regulations governing:
- a. data protection, and
  - b. practices and procedures to protect Personal Information in accordance with the Privacy Laws.
- 10.3 Customer owns all right, title and interest in the Personal Information.
- 10.4 Supplier owns all right, title and interest in the Derivative Data. For the avoidance of doubt, the Derivative Data is non-identifiable and does not contain any Personal Information obtained from or inputted by Customer.
- 10.5 Customer grants to Supplier a perpetual, royalty-free and irrevocable licence to use, copy, transmit, and store the Personal Information to:
- a. enable the supply of the Products and Services in accordance with the Purposes of the Terms, and
  - b. produce Derivative Data.
- 10.6 Supplier owns the Device Data and grants Customer a licence to access and use the Device Data.
- 10.7 For the avoidance of doubt, Supplier must not publish or supply Device Data or Personal Information to any person (including a client or prospective client of Customer) other than Customer without the prior written consent of Customer.
- 10.8 Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and Intellectual Property ownership of the Personal Information that is stored or incorporated into the Products and Services.
- 10.9 Each Party must notify the other Party immediately if it becomes aware of any breach or alleged breach of that Party's obligations under this clause and comply with any reasonable direction of the other Party to remedy that breach.
- 10.10 To the extent permitted by Law, Supplier accepts no responsibility or liability for lost, missing, or corrupted Personal Information and expressly excludes liability for any loss of Personal Information no matter how caused.
- 10.11 The obligations imposed by clause 10 survive the end or termination of this Agreement.

## 11. Insurance

- 11.1 Each of Customer and Supplier must during the Term at that individual Party's sole cost and expense, obtain and keep in full force and effect business insurance as a prudent person in a business would take out, including:
- a. General Public and Products and Services Liability Insurance, and
  - b. Fire, Theft and Extended Coverage Insurance, and
  - c. any other insurances specified in the Schedule.
- 11.2 Supplier must insure the Products while they are in transit to the Delivery Location or point of delivery in the Order.
- 11.3 Customer must insure the Products from the time of delivery to the Delivery Location or point of delivery in the Order.
- 11.4 These insurances must be taken out with reputable insurers and on terms that a reasonably prudent person would require.
- 11.5 Evidence of each other's insurance policy must be delivered to the other Party within fourteen (14) calendar days of a written request from a Party.

## 12. Warranties and Representations

- 12.1 Supplier warrants that the Products are supplied to Customer in accordance with Appendix 5.
- 12.2 Supplier may supply Customer with a trade warranty (the 'Trade Warranty') for the Products at the time of issuing Customer with a Tax Invoice. In the absence of Supplier issuing any warranty at the time of issuing a Tax Invoice, the warranty in Appendix 5 will apply to this supply.
- 12.3 Subject to any other specific provisions in Appendix 5, Customer will bear the transit cost for the return of Product(s) to Supplier, and, at the option of Supplier, Supplier may elect:
- a. to supply the Products again;
  - b. to replace the Products or the supply of equivalent Products;
  - c. to repair the Products or the payment of having the Products repaired; or
  - d. to pay the cost of replacing the Products or of acquiring equivalent Products.
- 12.4 Supplier warrants that it has clear title to the Products and Services and that the Products and Services are delivered free of liens or encumbrances.
- 12.5 Supplier warrants that it is the owner of or authorised to use the Intellectual Property Rights in the Products and Services.
- 12.6 Save for those express warranties provided in this Agreement and to the maximum extent permitted by Law, Supplier does not give any other express warranty or representation of any kind in relation to any Products and Services supplied under these Terms.
- 12.7 Customer agrees that the Products and Services are provided "as is" and specific results cannot be guaranteed. It is Customer's sole responsibility to determine that the Products and Services or any part of these meet the needs of its business or is otherwise suitable for the purposes for which they are used.

- 12.8 Supplier makes no representations or warranties of any kind, express or implied, concerning the supply of its Products and Services including as to the satisfactory quality or fitness for purpose and that it is non-hazardous.
- 12.9 Supplier does not warrant that the Services will be performed error-free or uninterrupted.
- 12.10 Customer warrants to Supplier that it has obtained all necessary consents for Supplier's Products and Services to interface or interoperate with Customer's systems.
- 12.11 Supplier excludes from these Terms all other warranties, conditions and terms implied by Law except for any, the exclusion of which would contravene any Law.
- 12.12 Without limiting clause 12, Customer warrants that:
- a. it has not relied on any representation made by Supplier other than those stated expressly in these Terms and the Specifications, or upon any other descriptions or illustrations contained in any other document including manuals or publicity material produced by Supplier; and
  - b. to the extent Supplier has made any representation which is not otherwise expressly stated in these Terms, Customer has been provided with an opportunity to independently verify the accuracy of that representation.
- 12.13 Each Party warrants that:
- a. it has been duly organised, properly registered as a legal entity and is validly existing under the Laws of the jurisdiction of its organisation;
  - b. it has full power to enter into and perform its obligations under this Agreement and has taken all necessary corporate and other action to approve and authorise the transactions contemplated by this Agreement;
  - c. these Terms constitutes its valid, binding and enforceable obligations; and
  - d. all relevant consents (if any) to its entering into these Terms have been obtained and neither the entering into nor the performance by it of its obligations under these Terms will constitute or result in any breach of any contractual or legal restriction binding on it.
13. Intellectual Property
- 13.1 Except as provided in this Agreement, Supplier owns the Intellectual Property Rights in the Background IP of Supplier and Customer owns the Intellectual Property Rights in the Background IP of Customer.
- 13.2 The Intellectual Property Rights in or related to the Products and Services or any of its documentation vest in Supplier or Supplier has the right to use such Intellectual Property Rights.
- 13.3 Supplier shall remain the owner or authorised user of:
- a. the Intellectual Property Rights now subsisting or conferred in respect of the Products and Services by the Law in force in any part of the world including all renewals and extensions;
  - b. all future Intellectual Property Rights from time to time belonging to Supplier which may be conferred or may subsist in any alterations, improvements, derivative works or additions to the Products and Services and any and all renewals and extensions; and



- c. all common Law rights and statutory or common Law remedies in relation to the Products and Services available to Supplier in Australia and world-wide.
- 13.4 Customer agrees that Supplier will retain any Intellectual Property Rights in the Products and Services and any materials created as part of the Products and Services and Customer shall not challenge, contest or deny the validity of Supplier's Intellectual Property Rights.
- 13.5 If a Party becomes aware of any infringement or threatened infringement of any of the Intellectual Property Rights under this Agreement, the Party will promptly notify the other Party in writing giving particulars of the alleged infringement.
- 13.6 This clause survives the termination or expiry of this Agreement for whatever reason.
  
- 14. Meetings and Records
  - 14.1 The Parties will meet at the reasonable request of Supplier to review and discuss the business of the Parties including these Terms.
  - 14.2 The meetings between the Parties may be conducted as agreed by the Parties by meeting in person, telephone conference, video conference or any similar means of electronic, audio or audio-visual communication. Each Party will be responsible for its own costs to attend the meeting.
  
- 15. GST and Taxes
  - 15.1 Supplier will provide Customer with Tax Invoices in accordance with the GST Law in relation to remuneration payable under this Agreement.
  - 15.2 If GST is payable on any supply under this Agreement (as defined by the GST Law), the fee payable for the supply will be considered exclusive of GST. Unless the Parties otherwise agree in writing, the Party receiving the supply undertakes to pay the supplying Party the amount of such GST in addition to any fee for that supply of the time the fee is payable or at such later time when the amount of the GST becomes known, subject to the supplying Party issuing a valid tax invoice to the Party receiving the supply in accordance with the relevant GST legislation.
  
- 16. Indemnity
  - 16.1 Customer shall indemnify Supplier from and against any loss, liability, cost or expense (the 'Claim') that Supplier suffers directly from:
    - a. the breach of this Agreement by Customer, or
    - b. the breach of any warranty given by Customer under this Agreement.
  - 16.2 Supplier seeking an indemnity under this section will give Customer prompt Notice of the Claim.
  - 16.3 In no event will either Supplier or Customer be liable to the other for any indirect, incidental or consequential damages including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information.

17. Limitation of Liability
- 17.1 To the extent permissible at Law, Supplier is not liable for any direct, indirect, punitive, incidental, special, consequential damages including without limitation any claims, losses, liability, loss of profits, revenue, business or goodwill arising out of or in any way connected with the provision of or failure to provide any Products and Services, or otherwise arising out of the provision of Products and Services.
- 17.2 This Agreement is to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible Supplier limits its liability as follows, at Supplier's option:
- a. for any claims relating to this Agreement to the fees payable under this Agreement for the preceding 12 months; or
  - b. in the case of products or services including any digital products, the resupply, replacement or repair of the products or services with products or services of an equivalent nature.
- 17.3 In respect of any claim between the Parties under or in connection with this Agreement, the Parties agree that to the maximum extent permitted by Law, the operations of Division 8 of the *Civil Liability Act 2002* (NSW) and of any Laws having a similar effect are excluded and have no effect insofar as any of them would apportion liability to Supplier which would not have been so apportioned but for such Laws.
- 17.4 Without limiting clause 17, to the extent that Supplier is liable in respect of any matters under these Terms, such liability will be reduced to the extent that such claims, liability or loss were caused by any negligent act or omission of Customer or by any breach of this Agreement by Customer.
- 17.5 This clause survives the termination or expiry of this Agreement for whatever reason.

18. Dispute Resolution
- 18.1 A Party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of these Terms (Dispute) unless it has complied with this clause.
- 18.2 A Party claiming that a Dispute has arisen must notify each other Party to the Dispute giving details of the Dispute.
- 18.3 During the 30-calendar day period after a Notice is given (or longer period agreed in writing by the Parties to the Dispute) (Initial Period) each Party to the Dispute (Disputant) covenants with the other to cooperate and take all reasonable steps necessary to attempt to resolve the Dispute.
- 18.4 If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute must be referred for mediation, at the request of any Disputant, to:
- a. a mediator agreed on by the Disputants; or
  - b. if the Disputants are unable to agree on a mediator within seven days after the end of the Initial Period, then the Disputants must submit the Dispute for mediation through the Chair of Resolution Institute (ACN 008 651 232) or the Chair's designated representative and the Resolution Institute Mediation Rules shall apply to the mediation.
- 18.5 The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.
- 18.6 Any information or documents disclosed by a Disputant under this clause must be kept confidential and may not be used except to attempt to resolve the Dispute.
- 18.7 Each Disputant must pay its own costs of complying with this clause. The Disputants must pay equally the costs of any mediator engaged.
- 18.8 The mediation will be held in Sydney, Australia.
- 18.9 After the Initial Period, a Disputant that has complied with this section may terminate the dispute resolution process by giving Notice to each other Disputant. A Party to a dispute will only be entitled to pursue other remedies available to it at law or otherwise, if the parties have failed to resolve the dispute within thirty (30) calendar days after commencement of dispute resolution.

## 19. Termination

- 19.1 Supplier may terminate this Agreement without cause with ninety (90) calendar days written Notice to Customer.
- 19.2 Customer may terminate this Agreement immediately with written Notice to Supplier if:
- a. Supplier commits a fundamental breach of any of its obligations under this Agreement, and such breach is not remedied (if capable of remedy) within thirty (30) calendar days of Notice in writing from Customer requiring that such breach be remedied; or
  - b. Supplier is in breach of any of its obligations under this Agreement, which breach is not a fundamental breach and such breach is capable of being remedied and has not been remedied within ninety (90) calendar days of Notice in writing from Customer requiring that such breach be remedied.
- 19.3 Supplier may terminate these Terms immediately on written Notice to Customer if:
- a. Customer fails to pay or disputes any Tax Invoice for the supply of the Products and Services and fails to remedy such breach within fourteen (14) calendar days of a Notice from Supplier requiring Customer to remedy the same and stipulating that Customer is in breach of this Agreement; or
  - b. Customer becomes insolvent or goes into administration, receivership or liquidation or enters into any arrangement or composition with its creditors or any action is taken for the appointment of an administrator or official manager or receiver of the assets of Customer.
- 19.4 Where there has been a termination under clause 19,
- a. each Party must return to the other Party all of the other Party's property including its Intellectually Property and any Confidential Information whether written or in machine readable form,
  - b. Customer must cease its use of the Products and Services and pay to Supplier any outstanding fees owed to Supplier under these Terms, and
  - c. Supplier shall have the right to immediately suspend or terminate access by Customer to the Services.
- 19.5 Customer agrees that Supplier is not required to retain or make available a backup or copy of the Personal Information (other than as required by Law) following the termination or expiry of this Agreement for any reason.
- 19.6 Termination of this Agreement is without prejudice to any accrued rights of either Party as at the date of termination.

## 20. Confidentiality

- 20.1 A Party (Receiving Party) shall keep in strict confidence all Confidential Information which has been disclosed to the Receiving Party by the other Party (Disclosing Party), its employees, contractors or agents.
- 20.2 The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees or agents as need to know it for discharging the Receiving Party's obligations under the Agreement. The Receiving Party shall ensure that such employees or agents are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 20.3 The terms of this Agreement and any subsequent amendments by the Parties in writing are confidential and may not be disclosed by either Party other than for obtaining professional legal, accounting or other specialist consulting advice.
- 20.4 Both Parties agree to keep the Confidential Information of the other Party confidential and to use such information only for the purposes of performance of their respective obligations under this Agreement.
- 20.5 The operation of this clause shall survive the termination of this Agreement.

## 21. Force Majeure

- 21.1 Notwithstanding any other provision of this Agreement, no Party need act if it is impossible to act due to force majeure, meaning any cause beyond its control (including war, riot, natural disaster or law taking effect after the date of this Agreement).
- 21.2 A Party affected by a force majeure agrees to notify the other Party promptly after it determines that it is unable to act, giving full details following the occurrence of the cause relied upon.
- 21.3 A Party has no responsibility or liability for any loss or expense suffered or incurred by the other Party as a result of its not acting for so long as the force majeure continues.
- 21.4 Each Party will cover its own costs or losses and neither Party will have a Claim against the other.
- 21.5 The non-performing Party agrees to make reasonable efforts to avoid or remove the circumstances giving rise to the force majeure and agrees to continue performance under this Agreement promptly when they are removed.

## 22. PPSA

- 22.1 The Terms create a security interest in the Products. Customer acknowledges that Supplier owns the Products and in all circumstances Customer retains title to the Products until payment including if Customer goes into liquidation or becomes bankrupt during the Term. The rights of Customer to use the Products are as a bailee only.
- 22.2 Supplier may register any actual or impending security interest in relation to a security interest in the Products and the proceeds arising in respect of any dealing in the Products.

- 22.3 Customer consents to Supplier registering its security interest on the Personal Property Securities Register and agrees to provide all assistance reasonably required by Supplier to facilitate registration.
- 22.4 Customer agrees not to in any way assign, charge, lease or otherwise deal with the Products in such a manner as to create a security interest over the Products in favour of any third party.
- 22.5 Customer waives its rights to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by the PPSA and cannot be excluded.
- 22.6 Supplier and Customer agree each of the following requirements or rights under the PPSA do not apply to the enforcement of Supplier's security interest in the Products or of this Agreement:
- a. any requirement for Supplier to give Customer a notice of removal or accession;
  - b. any requirement for Supplier to give Customer a notice of Supplier's proposed disposal of the Products;
  - c. any requirement for Supplier to include in a statement of account, after disposal of the Products, the details of any amounts paid to other secured parties;
  - d. any requirement for Supplier to give Customer a statement of account if Supplier does not dispose of the Products;
  - e. any right Customer has to redeem the Products before Supplier exercises a right of disposal;
  - f. any right Customer has to reinstate this Agreement before Supplier exercise a right of disposal of the Products.

Expressions defined in the PPSA have the same meaning when used in these Terms.

## 23. Notices

- 23.1 Any Notice to be given to one Party by another under this Agreement:
- a. must be in legible writing and in English addressed in accordance with Address for Notices;
  - b. must be delivered to the recipient in person or by courier hand delivery, by prepaid ordinary post or by email; and
  - c. must be signed by an authorised officer of the Party giving or making it, or (on its behalf) by any solicitor, director, secretary or authorised agent of that Party.
- 23.2 A Notice is regarded as being given by the sender and received by the recipient:
- a. if by delivery in person, when delivered to the recipient;
  - b. if by post, four (4) calendar days from and including the date of postage; or
  - c. if by email, immediately unless sender receives an automated reply that the email was not delivered by reason of the address being invalid or otherwise.
- 23.3 If a Notice is received on a day which is not a Business Day or after 5:00pm on a Business Day, that Notice is regarded as received 9:00am on the following Business Day.

## 24. General

- 24.1 Entire Agreement. This Agreement (and any documents executed in connection with it) embodies the entire understanding and agreement between the Parties as to the subject matter of this Agreement.
- 24.2 Relationship. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture or agency between the Parties.
- 24.3 Variation. This Agreement may only be varied in writing by the Parties.
- 24.4 Severability. If any part of provision of this Agreement is invalid, unenforceable or in conflict with the Law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of the provision otherwise it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 24.5 Waiver. No right under this Agreement is waived or deemed to be waived except by Notice in writing signed by the Party waiving the right.
- 24.6 Implied Terms. Any implied term under law that can be excluded is expressly excluded and no term is to be implied as being a term of this Agreement unless by law it cannot be excluded.
- 24.7 Assignability/Transferability/Novation. The rights granted to Customer under this Agreement may be assigned only with the written consent of Supplier.
- 24.8 Joint and several. Any warranty representation or obligation, which binds or benefits two or more Persons under this Agreement binds or benefits those Persons jointly and separately.
- 24.9 Further assurance. Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete these Terms and all transactions incidental to it.
- 24.10 Implied Terms. Any implied term under Law that can be excluded is expressly excluded and no term is to be implied as being a term of this Agreement unless by Law it cannot be excluded.
- 24.11 Successors and assigns. A Person includes the trustee, executor, administrator, successor in title and permitted assign of that Person. This clause must not be construed as permitting a Party to assign any right or obligation under this Agreement.
- 24.12 Further assurance. Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.
- 24.13 Survival of Agreement. This Agreement shall endure to the benefit of and be binding upon the Parties and their respective successors, trustees, heirs, executors, administrators and permitted assigns or receivers but will not endure to the benefit of any other Persons. The terms, covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of this Agreement will remain in full force and effect following the expiration of this Agreement.
- 24.14 Law and Jurisdiction. The laws of the State of New South Wales, Australia governs this Agreement. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales (and any court that may hear appeals from any of those courts for any proceeding in

connection with this Agreement) and waives any right it may have to claim that those courts are an inconvenient forum.

24.15 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument and Agreement provided that those counterparts have been exchanged.



## APPENDIX 2 - DEFINITIONS AND INTERPRETATION

### 1. Definitions

AGREEMENT	means this document including the Terms, Schedule and Appendixes and all amendments or variations in writing to this Agreement signed by the Parties.
BACKGROUND IP	means any documents, equipment, software, goods, information and data stored by any means which is owned by a Party prior to the Execution Date of this Agreement.
BUSINESS DAY	means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place.
CONFIDENTIAL INFORMATION	<p>means:</p> <ul style="list-style-type: none"> <li>(1) the Terms of this Agreement;</li> <li>(2) information that by its nature is confidential whether oral, written, electronic and/or the recorded information of the other Party;</li> <li>(3) information which, either orally or in writing, is designated or indicated by a Party as being proprietary or confidential information including any documentary information that is marked "Confidential", "Private", "Secret" or "Not to be disclosed";</li> <li>(4) the names of all past, present and prospective customers of either Party including all records of such customers;</li> <li>(5) any other information that a Party knows or ought to know is confidential whether the information was disclosed: <ul style="list-style-type: none"> <li>(a) orally, in writing or in electronic or machine-readable form or by observation by the other Party;</li> <li>(b) before, on or after the date of this Agreement; or</li> <li>(c) as a result of any discussions between the Parties concerning or arising out of the Purposes.</li> </ul> </li> </ul> <p>but does not include information that:</p> <ul style="list-style-type: none"> <li>(i) is, or becomes part of, the public domain otherwise than by breach of this Agreement by either Party; or</li> <li>(ii) is lawfully obtained by either Party from another Person without any restriction as to use and disclosure; or</li> <li>(iii) was in either Party's possession prior to disclosure to it by the other Party; or</li> <li>(iv) the other Party has authorised in writing the disclosure of the information.</li> </ul>
CURRENCY	means Australian Dollars (AUD).

CUSTOMER	means the party identified at the purchaser of Products and/or Services in the Order.
DEFAULT TERMS	means the terms and conditions published on Supplier's website, as amended from time to time.
DELIVERY DATE	means the estimated date for delivery of the Products, as notified by Supplier.
DELIVERY LOCATION	means the place for delivery of the Products, as set out in the Schedule.
DERIVATIVE DATA	means any data or information that Supplier collects, creates, generates or produces in connection with any supply under these Terms where that data or information is: <ul style="list-style-type: none"> <li>a. new, unique, or original;</li> <li>b. aggregate or statistical relating to usage, analyses and results of the Products and Services;</li> <li>c. to improve delivery, commercialisation or performance of Supplier's Products and Services; or</li> <li>d. samples and prototypes, conclusions, techniques, know how, methods, and undocumented findings generated in the usual course of business of Supplier.</li> </ul>
DEVICE DATA	means the data or information that Supplier collects associated with the supply, installation or operation of a Product in accordance with Appendix 3.
GST	means goods and services tax as defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST LAW	means the same as in the <i>A New Tax System (Goods and Cleaning Services Tax) Act 1999</i> (Cth).
INTELLECTUAL PROPERTY (RIGHTS)	means intellectual property rights including copyright, patents, trademarks, works, design rights, trade secrets, circuit layouts, domain names, know-how, trade secrets and other rights of a similar nature worldwide, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.
INTERNET	means any website or application that enables users to create and share content or participate in social networking on the Internet.
LAWS	means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and Australian generally accepted accounting principles.
MERCHANTABLE	means saleable under its Product description or, if applicable, fit for its ordinary purpose.
NOTICE	means any written communication from a Party to the other Party in accordance with the Terms of this Agreement.
PARTY	means a Party to this Agreement.

PERSON	means any person that is recognised at law whether it be a natural person, an entity or corporation.
PERSONAL INFORMATION	has the meaning as defined in the <i>Privacy Act 1988 (Cth)</i> , but does not include the Device Data.
PPSA	means the <i>Title and Personal Property Securities Act 2009</i> .
PRICE LIST	means the price list set out in Appendix 3.
PRODUCTS	means the Products set out in Appendix 3.
PRODUCTS AND SERVICES	means the Products and Services set out in Appendix 3.
PURCHASE PRICE	means the purchase price of the Products and Services from time to time charged by Supplier and payable by Customer at the time of an Order through a Quote.
PURPOSES	means the engagement of Supplier by Customer for the supply of Products and Services.
QUOTE	means an offer for Products or Services prepared by Supplier.
SERVICES	means Appendix 3.
SPECIFICATIONS	means Appendix 4.
SUBSCRIPTION PERIOD	means the period for which all applicable fees for Services have been paid by Customer to Supplier.
TAX INVOICE	means an invoice that is GST compliant.
TERM	means the period from the Start Date until termination in accordance with clause 19 of these Terms.

## 2. Interpretation

2.1 In this Agreement, except where the context otherwise requires:

- a. the singular includes the plural and vice versa, and a gender includes other genders;
- b. another grammatical form of a defined word or expression has a corresponding meaning;
- c. a reference to a clause, paragraph, Appendix or annexure is to a clause or paragraph of, or Appendix or annexure to, this Agreement, and a reference to this Agreement includes any Appendix or annexure;
- d. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- e. a reference to a Party is to a Party to this Agreement, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- f. a reference to a Person includes a natural Person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- g. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- h. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
  - i. any Agreement, representation, warranty or indemnity by two or more Parties (including where two or more Persons are included in the same defined term) binds them jointly and severally;
  - j. any Agreement, representation, warranty or indemnity in favour of two or more Parties (including where two or more Persons are included in the same defined term) is for the benefit of them jointly and severally;
  - k. a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it; and
  - l. if a day on or by which an obligation must be performed or an event must occur is not a day, the obligation must be performed or the event must occur on or by the next day.
- 2.2 Headings are for ease of reference only and do not affect interpretation.

## APPENDIX 3 - PRODUCTS AND SERVICES DESCRIPTION AND INDICATIVE PRICE LIST

1. Description and Indicative Price of Products
  - 1.1 Supplier can supply Products on the following terms (subject to change from time to time).
  - 1.2 Indicative price excludes services charges and delivery charges.

Product	Description	Indicative Price (AUD, ex-GST)
Auditor 3M	3G, 3 Channels, WW-supplied SIM card, power connector, stub antenna, excludes CTs.	Available upon request
Auditor 6M	3G, 6 Channels, WW-supplied SIM card, power connector, stub antenna, excludes CTs.	Available upon request
Auditor 6W	WiFi, 6 Channels, no SIM card, power connector, internal antenna, excludes CTs.	Available upon request
Current Transformers (Set of 3)	Split-core Current Transformers ("CTs") of sizes as shown. For use only with an Auditor to measure current.	Available upon request
Auditor Switching Option	Option board for the Auditor 6M, providing remote switching for up to three circuits. Contactor required for each circuit to be controlled.	Available upon request

2. Description and Indicative Price of Services
  - 2.1 Supplier must, in relation to each Auditor or similar Product,
    - a. promptly activate the Product after installation of the Product by Customer, and use Supplier's best endeavours to maintain, the communications link between the Product and Supplier;
    - b. accept all Device Data transmitted to Supplier by the Product;
    - c. store all Device Data electronically in a safe and secure location, for a period of at least 3 months from the date on which the Device Data was received; and
    - d. provide Customer with electronic access to the Product and Device Data via an Application Programming Interface ("API").
  - 2.2 Where, during the Subscription Period, there is a breakdown in the communications link between the Product and Supplier, Supplier will:
    - a. use Supplier's best endeavours to remotely re-establish the communications link as soon as possible; and
    - b. once the communications link has been re-established retrieve Device Data stored in the Product for the period of the breakdown.
  - 2.3 Supplier can supply Services on the following terms (subject to change from time to time).
  - 2.4 Indicative price excludes product charges and delivery charges.
  - 2.5 Each service fee is payable in advance for a minimum period of 12 months, after which charges are invoiced monthly.

Service	Description	Indicative Price (AUD, ex-GST)
Data Services Fee (3G)	Data collection and storage, access to the API and firmware upgrades of installed Products.	Available upon request
Data Services Fee (WiFi)	Data collection and storage, access to the API and firmware upgrades of installed Products.	Available upon request
Control Fee (Switching Option)	Access to Auditors fitted with a Switching Option Board.	Available upon request

## APPENDIX 4 - SPECIFICATIONS

# Auditor3M, Auditor6M



### Features

- 3G connected real-time energy metering and control
- 3 or 6 channels of Class 1 (+/- 1%) measurement
- Ultra-compact 35mm DIN package
- Device Management System (DMS) for over-the-air (OTA) device configuration & fleet management
- Simultaneous support for up to two hosting services
- Current options support load control and gateway functions
- Plug compatible with WiFi, Ethernet and LoRa versions
- Onboarding application (4Q17) for easy installation



Standard inclusions	Within enclosure: 3 or 6 meters, power supply, 2G/3G Outside enclosure: Current Transformers or Rogowski coils, Antenna
2G/3G	Certified for Australia, NZ, US, Canada GSM/GPRS/EDGE: Quad band 850/900/1800/1900MHz UMTS/HSPA+: Five band 800/850/900/1900/2100MHz
Antenna	SMA connector, direct connect Multiband antenna provided Optional: external antennas as required e.g. outside metal meter box
Power Supply	Built in (operates from phase 1) universal power supply
Meters	Auditor3M supports three channels, each separately reported Auditor6M supports six channels, each separately reported
Availability	Now
Hosting	GridAnalytics (SME energy management) SolarAnalytics (solar monitoring and diagnostics) Wattwatchers (API, applications)
Device Management	The Wattwatchers Device Management System (DMS) supports <ul style="list-style-type: none"> <li>• Firmware updates</li> <li>• Remote network diagnostics</li> <li>• Configurable reporting</li> <li>• Tracking of manufacturing and calibration processes</li> <li>• Enrolment API (2Q2017)</li> <li>• Installation verification, OTA correction of CT "wrong phase" errors</li> </ul>
Measurement interval	5 to 150 seconds
Energy logging	5 minute intervals; servers request logged data.
Logged values	Real and reactive energy, min and max voltage and current, frequency
Logging period	27 days of 5 minute data for 6 channels 50 days of 5 minute data for 3 channels The log is kept current, and used after an operational device has been offline.
Reporting interval	5 to 150 seconds, typically 30 seconds over 3G

# Auditor3M, Auditor6M

Report contents	Configurable (real, reactive energy, voltage, current, frequency)
Data volume	11.3MB/month (30 second reports)
Protocol	Wattwatchers (see WW-AN002)
Voltage connections	P1 is used to sense voltage and power supply P2 and P3 sense only P1, P2 and P3 can be remotely assigned to channels Neutral is required
Current sensing	AUDITORs use Current Transformers and Rogowski coils: <ul style="list-style-type: none"><li>- Standard CTs 60A, 120A, 400A, 600A are field interchangeable</li><li>- Rogowski coils require factory configuration</li></ul>
Configuration	No network configuration required at install time
Data, SIMs	SIMs are required during the final stages of manufacture: <ul style="list-style-type: none"><li>- Customers with their own data account supply SIMs at time of order, or</li><li>- Wattwatchers provides SIMs and a data plan</li></ul>
Networking	AuditorM series devices generally report data to one hosting service. Reporting to multiple servers can be enabled but uses additional data.
Time	Time is managed by the Hosting service(s) and the DMS
Applications	Load switching: autonomous, WAN supervised, frequency responsive Gateway functions (eg: Modbus master connects to inverter) Control (eg: change battery mode)



# Auditor3M, Auditor6M

## Electrical Specification

Electrical characteristics		
Measurement configuration	Voltage	1, 2 or 3 phase (Neutral required)
	Current	CT or Rogowski
	Mode	Fundamental only / all harmonics
Measurement accuracy	Current and voltage	Meter is 0.1%. CT's supplied reduce this to 0.5% = 1%
	Power	Real power: 1 % of reading from pf 0.8 leading to 0.5 lagging; Reactive power: 2% below 0.5 lagging
	Frequency	200 ppm
	Power factor	2% from 0.8 leading to 0.5 lagging
	Active energy	Class 1 as defined by IEC 62053-21 (by design, not tested)
	Reactive energy	Class 2 as defined by IEC 62053-23 (by design, not tested)
	Input-voltage characteristics	Measured voltage
Permissible overload		1.15 Un, 1 minute
Input-current characteristics	Standard CT ratings	60A, 120A, 400A, 600A, Rogowski coils
	Internal burden	2.7 ohms (same value used for all standard CTs)
	Full Scale	100 mA
	CT Connections	Not isolated (Neutral referenced)
Internal Power		1W Single Phase (P1)
Mechanical characteristics		
Weight		0.3 kg
iIP degree of protection		IP50 (front display) (higher, depending on cabinet)
Dimensions		90 x 66 x 35 mm (2 DIN pole)
Connection	Voltage	6 positions / 4 connection 5.08 mm pitch FCI part 20020007-H061B01LF
	Current - 3 meters version	6-way 3.81mm pitch FCI part 20020004-D061B01LF
	Current - 6 meters version	8-way 3.81mm pitch FCI part 20020004-D081B01LF
Environmental conditions		
Operating temperature		-30 °C to +70 °C
Installation / pollution category		III / 2
Electromagnetic immunity	Electrostatic discharge	Level III (IEC 61000-4-2)
	Immunity to radiated fields	Level III (IEC 61000-4-3)
	Immunity to fast transients	Level IV (IEC 61000-4-4)
	Immunity to impulse waves	Level IV (IEC 61000-4-5)

# Auditor3M, Auditor6M



<b>Safety</b>		
		AS60950 Level III
<b>Communication</b>		
2G/3G		Pentaband
Antenna		External, SMA connector
SIM		Internal (WW, or accredited partners)
<b>Network</b>		
Public Network	Routes	Consult vendor
	APN	Consult vendor
Private APN	Routes	Consult vendor
	APn	Consult vendor
<b>Servers</b>		
	Hosting	2
	Management	DMS
	Time	Internal
<b>Power Quality</b>		
	Frequency Measurement	45 to 65 Hz, 0.01 Hz resolution
	Voltage	80-265V, 0.1V resolution
<b>Compliance Certificates</b>		
	RMC	E5258
	Safety	AS/NZ60950.1:2015
	Conducted Emissions	AS/NZS CISPR 22:2009 ClassB
	Immunity	CISPR 24
	FCC ID	QIPEHS6
	PTCRB	Request #59525
	AT&T	Notice of Network Compatibility Device ID: 10kt3krxeN
	Related spurious emissions	AS/NZS 4268:2008 +A1:2010 C 8.2 and 9.1

## APPENDIX 5 - PRODUCT WARRANTY

### AUDITOR PRODUCT RANGE

Wattwatchers Pty Ltd warrants that all Auditor IoT energy meters (the Hardware Devices) will operate in accordance with their published specifications for a period of three (3) years after the original purchase, as evidenced by the date on the seller's invoice.

### AUTHORISED DISTRIBUTION CHANNELS

Wattwatchers will honour the warranty term only sold directly through Wattwatchers appointed resellers. Warranties will not be honoured for any Auditor® obtained from an unauthorised distributor or any other source.

### THIRD PARTY HARDWARE

Wattwatchers does not offer or provide any additional warranties to hardware not branded Auditor®. Wattwatchers does not offer or provide any additional warranties for SIM cards incorporated in Auditor® devices using third party 2G/3G communications. Such hardware will be subject to the Original Equipment Manufacturer (OEM)'s own warranty which may be less than three (3) years. The purchaser is responsible for maintaining all documentation required to process a warranty claim for a given hardware.

### RETURN OF PRODUCT

Auditor Hardware may be returned by the purchaser for any reason within thirty (30) days of purchase for a full refund minus a 20% restocking fee. Returns will only be accepted in original condition and in original packaging. Hardware that has been modified or excessively handled will not be accepted as a return. A copy of the seller's invoice must accompany any return.

### REPLACEMENT OF DEFECTIVE MONITORING HARDWARE

If Wattwatchers determines that a replacement is warranted, a Return Material Authorisation (RMA) will be issued. No Hardware will be accepted as returned or defective without the issuance of an RMA, and failure to obtain an RMA will result in the purchaser bearing all costs associated with the shipping and handling of the returned Monitoring Hardware.

An RMA will only be issued under the following conditions:

- (1) a specific issue has been identified with an Auditor,
- (2) the purchaser or installer has made a good-faith effort to troubleshoot any installation problems, and
- (3) a Wattwatchers support representative has confirmed that there is a possible defect after viewing the Wattwatchers Over the Air diagnostics.

For any authorised Hardware replacement, Wattwatchers will provide the replacement unit free of charge and postage to the address nominated. Replacement Hardware may either be new or reconditioned. The purchaser is responsible for the return of all defective Hardware to Wattwatchers or its authorised distributor within thirty (30) Business Days of the RMA being issued. If returned Hardware is not received within thirty (30) Business Days of the RMA issue date, regardless of cause, the purchaser will be invoiced for the full cost of both the original and replacement Monitoring Hardware.

## LIMITATIONS OF WARRANTY

To the extent permitted by law, this warranty shall terminate and be of no further effect at the time the Hardware is

- (1) damaged by extraneous cause such as fire, water, lightning, electrical surge, mishandling, etc,
- (2) not installed or maintained in accordance with the accompanying documentation,
- (3) modified in any way,
- (4) repaired or serviced by someone other than Wattwatchers or an approved representative, or
- (5) used in a manner or purpose for which the Hardware was not intended.

Subject to the above and any conditions, warranty or right implied by any statutory consumer guarantee contained in any law (including the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law")) which cannot by law be excluded by agreement:

- I. there are no warranties beyond the expressed warranty offered with the sale of each particular Hardware device;
- II. except as specifically provided in this document, there are no other warranties, express or implied, including but not limited to, any implied warranties or fitness for a particular purpose;
- III. no information or advice given by Wattwatchers, its agents, or employees shall create a warranty or in any way increase the scope of the expressed warranty offered with the sale of each Hardware device.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE DEEMED 'CONSUMERS' WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW: The benefits given to the consumers in this warranty are in addition to any other rights and remedies the consumer is entitled to under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Consumers 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. By stating these rights, Wattwatchers does not vary or extend the remedies otherwise available to the purchaser.

## LIMITATION OF LIABILITY

Notwithstanding any other terms of this Hardware Warranty, the total aggregate liability of Wattwatchers for any loss whatsoever shall be limited to the purchaser's price of the affected product(s). Notwithstanding any other term of this Hardware Warranty, in no event shall Wattwatchers be liable for loss of profits, revenues, product, contract, market or data or for any indirect, consequential, incidental, special or other similar damages. For the avoidance of doubt the limitation and exclusion of liability stated above shall apply to liability on any legal or equitable basis including liability arising out of any breach of this contract or obligations under this contract, for breach of warranty, tort (including negligence), by way of indemnity, by statute (to the extent permitted by law), or any other legal theory.

## INDEMNIFICATION

Wattwatchers Auditor® Hardware are not designed, intended, or authorised for use in any applications involving life-support, or for any application in which the failure of the Hardware could create or contribute to a situation where personal injury or death may occur.