

HIGHLUX Terms & Conditions of Sale

1. Which Terms Apply

These Terms and Conditions apply to all quotations, order confirmations and sales by HIGHLUX unless otherwise agreed in writing.

If a customer Purchase Order, contract, specification or other document contains terms that are different from these Terms and Conditions, HIGHLUX's Terms and Conditions will apply unless otherwise agreed in writing or incorporated into a separately executed agreement.

Receiving or accepting a customer Purchase Order, contract or other document does not change or override these Terms and Conditions unless otherwise agreed in writing or incorporated into a separately executed agreement.

2. Quotations

Unless otherwise stated, HIGHLUX quotations remain valid for 30 days from the date of issue.

Quotations are based on the information provided by the customer at the time of quoting. Changes to the project scope, product specification, quantities or delivery requirements may result in revised pricing, lead times or specifications.

3. Pricing & Payment

Pricing

Pricing is based on the customer's trading relationship, order volume and project requirements. Pricing categories include:

- Retail
- Trade
- Wholesale

The applicable pricing category will be shown on the HIGHLUX quotation.

Payment Terms

Payment terms are determined by HIGHLUX and will be shown on the quotation, order confirmation or tax invoice. As a general guide:

Postpaid terms are available to approved government and institutional customers, including local government, mining, education, health, defence and other approved organisations with an established trading history.

Prepaid terms apply to all other customers.

Split Payment terms may be offered for eligible projects, typically where the order value exceeds \$50,000 (excluding GST).

The payment terms shown on the HIGHLUX quotation form part of the contract of sale.

Payment Workflows

Prepaid Terms: Payment is due on receipt of invoice. Once payment is received, the order is released to the workshop for manufacture and assembly. The quoted lead time starts from receipt of payment.

Postpaid Terms: Payment is due in accordance with the terms stated on the invoice. Once a Purchase Order is received, the order is released to the workshop for manufacture and assembly. The quoted lead time starts from receipt of the Purchase Order.

Split Payment Terms (Supply Only): A 50% deposit is due on receipt of invoice. Once the deposit is received, the order is released to the workshop for manufacture and assembly. The quoted lead time starts from receipt of the deposit. The balance is due before dispatch.

Split Payment Terms (Supply & Installation): A 50% deposit is due on receipt of invoice. Once the deposit is received, the order is released to the workshop for manufacture and assembly. The quoted lead time starts from receipt of the deposit. A progress payment of 25% is due on commencement of works on site. The remaining balance is due within 14 days of Practical Completion (commissioning).

4. Lead Times

Quoted lead times are estimates only and are provided in good faith based on the information available at the time of quotation.

For prepaid and split payment orders, quoted lead times start from receipt of the required payment. For postpaid orders, quoted lead times start from receipt of a valid Purchase Order.

While HIGHLUX has systems and processes in place to minimise delays, lead times may change due to factors outside our control, including supplier availability, freight delays, material shortages and other unforeseen circumstances.

Standard products are typically supplied within the quoted lead time. Products requiring custom manufacture, specialised finishes or non-standard components may require longer lead times.

HIGHLUX will make every reasonable effort to keep customers informed of any significant changes to the quoted lead time.

5. Delivery & Freight

Where goods are packed onto a pallet, suitable unloading equipment (such as a pallet jack or forklift) must be available at the delivery location. If suitable unloading equipment is not available, HIGHLUX must be notified before the order is confirmed. If this is not disclosed before dispatch and the carrier is required to provide an unloading service, an unloading service fee of \$130 plus GST will be invoiced after delivery.

The customer must make sure someone is available to receive the goods on the scheduled delivery day. If no one is available at the scheduled delivery time, a redelivery will be arranged at the customer's expense. A minimum redelivery fee of \$120 plus GST will apply.

Freight rates vary depending on the delivery location and site conditions, including whether the address is commercial or residential. Any additional freight charges caused by incorrect, incomplete or undisclosed delivery information, including residential delivery addresses, restricted site access or special delivery requirements, will be invoiced to the customer at cost, subject to a minimum charge of \$120 plus GST.

If the customer chooses to arrange their own freight, an administration fee of \$60 plus GST will apply.

The customer should inspect the goods on delivery and notify HIGHLUX of any freight damage or missing items within 48 hours of delivery.

6. Returns & Order Changes

HIGHLUX products are manufactured to order and configured for the specific project, including solar region, installation type, colour, mounting configuration and other project requirements.

For this reason, orders cannot be returned or exchanged simply because they are no longer required or the incorrect products were ordered.

If a customer requests a change after an order has been released to the workshop, HIGHLUX will consider the request where practical. Any additional costs, including freight, handling, reconfiguration, remanufacture or project delays, will be the responsibility of the customer.

If HIGHLUX determines that the goods supplied do not match the accepted quotation or order due to an error by HIGHLUX, HIGHLUX will rectify the issue at its cost.

7. Ownership of Goods

Ownership of the goods remains with HIGHLUX until all amounts owing for the order have been paid in full.

Risk in the goods passes to the customer on delivery unless otherwise agreed in writing.

8. Overdue Accounts

If payment is not received by the due date, HIGHLUX may suspend manufacture, dispatch, installation, commissioning, warranty support and any future work until the account is brought up to date.

HIGHLUX reserves the right to charge interest on overdue amounts at a reasonable commercial rate from the due date until payment is received in full.

HIGHLUX also reserves the right to recover any reasonable costs incurred in recovering overdue amounts, including debt recovery, legal costs and collection agency fees where permitted by law.

Payments received may be applied against any outstanding invoice unless otherwise agreed in writing.

9. General Conditions

If any part of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue to apply.

HIGHLUX may update these Terms and Conditions from time to time. The version current at the date of quotation or order confirmation will apply to the sale.

These Terms and Conditions are governed by the laws of the State of Victoria, Australia.