



EHON ENERGY TECH PTY LTD — TERMS & CONDITIONS

Last Updated: December 2025

These Terms and Conditions (“Terms”) apply to all software, hardware, subscriptions, integrations, and related products and services supplied by **EHON Energy Tech Pty Ltd** (ABN 12 670 833 379) “EHON”, “we”, “us”, “our”) to the customer (“Customer”, “you”, “your”).

By accessing the EHON Energy Tech Platform, purchasing hardware, subscribing to services, or otherwise engaging with EHON Energy Tech, you agree to be bound by these Terms.

1. Definitions

- 1.1 **Australian Consumer Law (ACL)** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 1.2 **Confidential Information** means information relating to a party’s business, products, pricing, customers, data, or operations, whether oral, written, or digital, that is not publicly known.
- 1.3 **Customer Data** means data, input, materials, and information uploaded or provided by the Customer into the Platform or otherwise supplied to EHON Energy Tech for the purpose of providing the Services.
- 1.4 **EHON Hardware** means any physical device supplied by EHON Energy Tech, including the EHON Energy Tech Link Gateway or related monitoring equipment.
- 1.5 **EHON Platform / Platform** means EHON’s cloud-based Vendor Managed Inventory (VMI) platform, associated mobile applications, cloud services, software, firmware, and interfaces.
- 1.6 **Fees** means all fees payable for subscriptions, hardware purchases, services, support, integrations, or other chargeable items.
- 1.7 **Intellectual Property Rights** means all intellectual property rights, including copyright, trademarks, patents, designs, trade secrets, and related rights.
- 1.8 **Services** means access to the Platform, subscriptions, integrations, implementation services, support, maintenance, analytics, and any other services provided by EHON Energy Tech.
- 1.9 **Subscription Term** means the period during which the Customer is authorised to access the Platform in exchange for subscription fees.

2. Application of Terms

- 2.1 These Terms apply to all quotations, subscriptions, orders, hardware supply, installations, integrations, and services performed by EHON Energy Tech.



Unit 3, 11-15 Business Drive
Narangba QLD 4504 AU



P: +61 (0) 7 3204 9558
P: 1300 604 999



team@ehon.com.au
ABN: 86 149 515 686

www.ehonenergy.com.au



- 2.2 If you wish to negotiate these Terms with us then you should respond to this document, marking up these Terms and drawing those changes to our attention and obtain our agreement in writing.
- 2.3 It is not our practise to otherwise review terms and conditions on documents that you issue to us.
- 2.4 Unless we otherwise agree in writing, we do not accept, and will not be bound by, any terms or conditions included in, attached to, or referenced in, any other document you give to us like a purchase order.

3. Formation of contract

- 3.1 We are not obliged to supply any Services until after a contract for supply is formed.
- 3.2 A contract for supply is formed, and you have accepted these Terms, when:

- a) You have placed an Order with us; and
- b) We have received any deposit we have required from you in respect of the Order before progressing it; and
either we have:
- c) Accepted your order in writing; to
- d) Accepted your order or performed any services following receipt of your order.

3.3 If you revoke your order:

- a) Prior to the formation of a contract for supply then;
we will refund you any deposit you have paid in respect of that order; and
you will not be required to pay any fee for cancellation of the order; or alternatively
- b) After the formation of a contract for supply then unless we are in breach of the contract for supply:
you must pay all our reasonable costs associated with fulfilment of your order and; we may apply any deposit you have paid towards those costs.

4. Software Licence & Platform Access

4.1 Licence Grant

Subject to payment of applicable Fees, EHON Energy Tech grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform during the Subscription Term.

4.2 Restrictions

The Customer must not:



- a) reverse engineer, copy, modify, or decompile the Platform
- b) rent, lease, sell, resell, or sub-license the Platform
- c) bypass security features or access controls
- d) use the Platform to develop competing systems

4.3 Uptime & Availability

EHON Energy Tech will use reasonable commercial efforts to maintain Platform availability, excluding:

- a) scheduled maintenance
- b) urgent security updates
- c) downtime caused by third-party providers or telecommunications networks

5. Subscription Fees and Billing

5.1 Fees

Fees for subscriptions, hardware, services, integrations, and support will be specified in EHON's quotation, invoice, or Customer Agreement.

5.2 The price payable for the Goods, Service and Software will be the agreed in writing or the price our prevailing price list or rates as when you place your order.

5.3 Billing Cycle

Unless otherwise agreed:

- a) Subscriptions are billed monthly or annually in advance
- b) Integration fees, installation fees, and one-off services are billed upfront
- c) Hardware purchases are billed prior to shipment

5.4 Failure to Pay

If the Customer fails to pay Fees when due, EHON Energy Tech may:

- a) suspend access to the Platform
- b) withhold support and services
- c) charge interest at 8% per annum on overdue amounts
- d) recover debt collection costs



Unit 3, 11-15 Business Drive
Narangba QLD 4504 AU



P: +61 (0) 7 3204 9558
P: 1300 604 999



team@ehon.com.au
ABN: 86 149 515 686



6. Delivery and Risk

- 6.1 Unless otherwise agreed, you are responsible and liable for all reasonable charges and costs associated with delivery, shipping, demurrage, freight, cartage, or other transport costs.
- 6.2 We will use reasonable endeavours to deliver the Goods at the time and place agreed for delivery. You will make arrangements necessary to take delivery of the Goods.
- 6.3 You acknowledge and agree that:
 - 6.3.1 unless the contract for supply expressly states otherwise, time in respect of delivery is not of the essence; and
 - 6.3.2 any timeframe or date for delivery is an estimate only and is not a contractual commitment.
- 6.4 Where the contract for supply is the subject of an Incoterm, then delivery and the passing of risk will be in accordance with that Incoterm. If there is any conflict or inconsistency between the relevant Incoterm and these Terms, the Incoterm will prevail.
- 6.5 Subject to clause 6.4, risk of loss, damage, or deterioration to the Goods passes to you, and delivery is deemed to occur, at the time:
 - 6.5.1 you or any third party on your behalf collect the Goods from us;
 - 6.5.2 we or our nominated carrier deliver the Goods to the delivery location stated in your Order (or to such other location as agreed in writing); or
 - 6.5.3 your nominated carrier takes possession of the Goods.
- 6.6 It is your responsibility to provide suitable, practical, and safe means of access and egress to the place agreed for delivery. If the site is deemed unsuitable or unsafe (at the delivery driver's sole discretion), then the delivery driver may:
 - 6.6.1 refuse to deliver the Goods and return the Goods to the point of despatch (in which case an additional delivery fee will apply to any subsequent delivery attempt); or
 - 6.6.2 deliver the Goods to the location nearest to the agreed place for delivery where delivery can be safely effected.
- 6.7 You agree to sign our delivery docket or consignment note or that of our nominated carrier as confirmation that you have received the Goods, and if appropriate, certify that you have received the Goods in apparent good order and condition in the quantity or volume you have ordered.
- 6.8 If you authorise us to deliver the Goods to an unattended location or to leave them outside the agreed place for delivery, we may deliver the Goods as requested at your risk.
- 6.9 If delivery or collection of the Goods is deferred:
 - 6.9.1 at your request; or
 - 6.9.2 due to you being unable or unwilling to accept delivery of the Goods (other than as a result of the Goods delivered not being in accordance with the contract for supply);



Unit 3, 11-15 Business Drive
Narangba QLD 4504 AU



P: +61 (0) 7 3204 9558
P: 1300 604 999



team@ehon.com.au
ABN: 86 149 515 686



in circumstances where:

- 6.9.3 we are ready to be delivered or collected on an agreed delivery date we are ready to deliver the Goods and a delivery date has not been agreed; or
- 6.9.4 the Goods are due to be delivered or collected on an agreed delivery date,

then you will pay to us:

- 6.9.5 reasonable daily storage charges (which will continue to accrue until such time as the Goods are delivered or collected); and
- 6.9.6 any costs associated with us or our nominated carrier attempting to re-deliver the Goods (where we or our nominated carrier has previously attempted to deliver the Goods).
- 6.10 You acknowledge and agree that:
 - 6.10.1 we may deliver the Goods in one or more lots and reserve the right to invoice you for pro rata progress in respect thereof; and
 - 6.10.2 the reading and printout of our micro-electronic totaliser or any other approved metering device or the signature of any person have your apparent authority will be prima facie evidence of quantity or volume of the Goods delivered.

7. Customer Obligations

The Customer must:

- a) provide accurate and complete information
- b) ensure EHON Energy Tech receives required site access for installations (if applicable)
- c) comply with reasonable instructions to ensure proper functioning of the Platform
- d) maintain internet connectivity and network configurations required for the Platform
- e) ensure appropriate permissions for all Customer Data uploaded to the Platform

8. EHON Hardware (If supplied)

8.1 Title and Risk

- a) Risk in hardware passes to the Customer on delivery
- b) Title passes only when all Fees are paid.
- c) If hardware is supplied on a rental or loan basis, EHON Energy Tech retains title at all times.



8.2 Hardware Use

Customer must follow EHON Energy Tech installation instructions and maintain the hardware in good working condition.

8.3 Hardware Returns

Hardware may only be returned with E EHON Energy Tech's written approval.
Returns are not accepted for change of mind.

9. Implementation, Integration and Professional Services

9.1 Scope

Professional services may include:

- a) system configuration
- b) onboarding
- c) integration with third-party fluid management systems
- d) testing and commissioning data migration

9.2 Delays

EHON is not responsible for delays caused by:

- a) Customer environment
- b) third-party data providers
- c) access restrictions
- d) incomplete or incorrect Customer Data

10. Customer Data and Data Security

10.1 Ownership

The Customer retains ownership of all Customer Data.

10.2 Right to Use Customer Data

The Customer grants EHON Energy Tech a licence to use Customer Data solely for:

- a) providing the Services
- b) improving the Platform
- c) analytics and operational purposes
- d) legal or compliance purposes

10.3 Security

EHON Energy Tech implements reasonable security measures to protect Customer Data, including access controls, encryption where appropriate, secure hosting, and audit logging.



Unit 3, 11-15 Business Drive
Narangba QLD 4504 AU



P: +61 (0) 7 3204 9558
P: 1300 604 999



team@ehon.com.au
ABN: 86 149 515 686



10.4 Backup

EHON Energy Tech maintains regular backups but cannot guarantee recovery of all data in every scenario.

11. Privacy

EHON Energy Tech handles personal information in accordance with its **Privacy Policy**, available on its website.

10 Intellectual Property

10.1 EHON IP

EHON Energy Tech retains all Intellectual Property Rights in:

- a) the Platform and software
- b) firmware
- c) data models
- d) APIs and documentation
- e) hardware designs
- f) analytics and reporting tools

Nothing in these Terms transfers ownership of EHON Energy Tech IP to the Customer.

10.2 Customer IP

The Customer retains rights to Customer Data and grants EHON Energy Tech the rights required to deliver the Services.

11 Intellectual Property

11.1 Software Warranty

EHON Energy Tech warrants that:

- a) the Platform will function substantially in accordance with its documentation
- b) EHON Energy Tech will use reasonable efforts to correct defects reported by the Customer

11.2 Hardware Warranty

If EHON Energy Tech Hardware is supplied, it includes a **12-month manufacturer's warranty** against defects in materials and workmanship.

This warranty excludes:

- a) damage caused by misuse, incorrect installation, or environmental conditions
- b) unauthorised repairs or modifications



Unit 3, 11-15 Business Drive
Narangba QLD 4504 AU



P: +61 (0) 7 3204 9558
P: 1300 604 999



team@ehon.com.au
ABN: 86 149 515 686



- c) consumables and batteries

11.3 Statutory Rights

These warranties apply in addition to the Customer's rights under the Australian Consumer Law ACL.

12 Exclusions and Limitations of Liability

12.1 Exclusions

To the maximum extent permitted by law, EHON Energy Tech is not liable for:

- a) loss of data
- b) loss of profit, revenue, goodwill, or business
- c) system outages caused by third-party providers
- d) incorrect data supplied by the Customer or third parties
- e) telecommunications failures
- f) delays caused by Customer action.

12.2 Limitation of Liability

Where liability cannot be excluded, EHON Energy Tech's liability is limited to (at EHON's option):

- a) resupplying the Services, or
- b) the cost of resupplying the Services

12.3 No Guarantee of Results

EHON Energy Tech does not guarantee:

- a) the accuracy of third-party data
- b) uninterrupted access
- c) specific business outcomes

13 Indemnity

The Customer indemnifies EHON Energy Tech for:

- a) misuse of the Platform
- b) breach of these Terms
- c) unauthorised use of EHON Energy Tech IP
- d) claims arising from Customer Data supplied without proper authority



Unit 3, 11-15 Business Drive
Narangba QLD 4504 AU



P: +61 (0) 7 3204 9558
P: 1300 604 999



team@ehon.com.au
ABN: 86 149 515 686



14 Personal Property Securities Act (PPSA 2009) (Applicable only where Hardware is loaned or leased)

Where EHON Energy Tech retains title in hardware supplied to the Customer, the Customer:

- a) grants EHON Energy Tech a **security interest** in that hardware
- b) agrees that EHON Energy Tech may register its security interest
- c) waives notification rights under PPSA sections 95, 118, 121(4), 130, 132, and 135

If EHON Energy Tech does not loan or lease hardware, this clause may be removed.

15 Termination

15.1 For Convenience

Subscriptions may be cancelled at the end of the Subscription Term with 30 days' notice.

15.2 For Cause

EHON Energy Tech may terminate immediately if the Customer:

- a) fails to pay Fees
- b) breaches these Terms
- c) engages in fraudulent or unlawful activity
- d) threatens EHON Energy Tech's system security

15.3 Consequences of Termination

Upon termination:

- a) all Fees become immediately due
- b) access to the Platform is suspended
- c) hardware on loan must be returned
- d) EHON Energy Tech may delete Customer Data after 30 days unless agreed otherwise

16 Force Majeure

16.1 If a party is wholly or partly unable to carry out any obligation under a contract for supply EHON Energy Tech is not liable for failure to perform obligations due to events beyond reasonable control, such as:

- a) cloud hosting outages
- b) third-party provider failures
- c) labour shortages
- d) extreme weather events
- e) telecommunications disruptions



Unit 3, 11-15 Business Drive
Narangba QLD 4504 AU



P: +61 (0) 7 3204 9558
P: 1300 604 999



team@ehon.com.au
ABN: 86 149 515 686



17 Governing Law

- 17.1 Our relationship is governed by and must be construed according to the law applying in the State of Queensland, Australia.
- 17.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Queensland with respect to any proceedings that may be brought at any time to our relationship.

18 General

- 18.1 EHON Energy Tech may update these Terms by providing reasonable notice.
- 18.2 If any clause is invalid, the remainder remains enforceable.
- 18.3 Notices may be sent electronically.



Unit 3, 11-15 Business Drive
Narangba QLD 4504 AU



P: +61 (0) 7 3204 9558
P: 1300 604 999



team@ehon.com.au
ABN: 86 149 515 686

