



## HYDI T&C's SUMMARY

### Key Commercial Terms (Summary Only)

This document is a plain-language summary of our Terms & Conditions for the supply of HYDI Products. It is for convenience only. If there is any inconsistency, the full Terms & Conditions take precedence.

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#### 1. Orders & Contracts

- A quotation cannot normally be provided until we know what type of engine upon which the Product will be installed. This information is provided to HYDI through a Sales Information coordinated by the Seller.
- You place orders with HYDI (or an authorised Distributor/Reseller) in writing, usually via a purchase order.
- A binding contract is formed when we accept your order in writing (for example, by issuing an invoice).
- Any changes to the contract or T&Cs must be agreed by us in writing.

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#### 2. Pricing & GST

- Prices are as advised in our quotation or sales proposal and may change if our supply costs change beyond our control.
- If you do not agree with a notified price increase before invoicing, you may cancel the order and we will refund any amounts you have already paid for that order.
- Prices are normally **exclusive of delivery and GST**. Delivery costs and GST are added to your invoice.
- You must provide your ABN when ordering.

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#### 3. Payment Terms

- Payment timing is set out in our quotation or invoice (normally a 50% deposit on placing the order and the balance prior to dispatch).
- Payment on time is essential. If you don't pay on time, we may suspend further deliveries or cancel the order.
- You are responsible for our reasonable costs of recovering overdue amounts.

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#### 4. Delivery

- We deliver to the location agreed with you.
- We may deliver an order for multiple Products in instalments and invoice each instalment separately.
- We will use reasonable endeavours to meet indicated delivery dates, but they are estimates only.
- If delivery cannot be made for reasons outside our control (eg site closed, no access), we may store the Products at your cost and risk.

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#### 5. Risk & Ownership

- **Risk** in the Products (loss or damage) passes to you when they are shipped/loaded for delivery or collected.
- **Ownership (title)** remains with us until we receive full payment for all Products supplied to you.
- Until title passes, you must keep the Products identifiable as our property and not encumber them.
- We may register a security interest over the Products under the **PPSA** to protect our ownership until paid in full.

## 6. Acceptance & Returns

- You have **5 business days** after delivery to inspect the Products and notify us in writing of any issues. If you do not, the Products are deemed accepted.
  - Returns are only accepted with our prior authorisation, within 5 business days of delivery, with the correct invoice number and reason for return.
  - Approved returns may attract a handling fee (eg 15% of invoice value) and you pay the return freight, unless we agree otherwise or the law requires otherwise.
  - Products ordered specially for you are generally **not returnable**.
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## 7. Warranty

- HYDI provides a **12-month warranty** from installation of the HYDI unit, covering defects in materials and workmanship.
  - The warranty **does not extend or restart** if you delay installation. It does not apply to Products that have been kept in storage by you prior to installation, or to any defects, deterioration or damage arising from improper, prolonged or unsuitable storage conditions. Once the Products are shipped/loaded for delivery, you are responsible for how and where they are stored.
  - During the warranty period, we will repair or replace defective Products at no additional cost for the Products themselves.
  - The warranty does **not** cover misuse, incorrect installation, unauthorised modification, failure to follow our fitting, operation or maintenance instructions, or use of anything other than distilled water where specified.
  - We may need to inspect the Product and verify the fault. In some cases, you may be asked to cover reasonable travel and accommodation costs for on-site inspections.
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## 8. Liability

- As far as the law allows, our liability is limited to repairing or replacing the Products (or, in some cases, resupplying services).
  - We are not liable for indirect or consequential loss, such as lost profit, lost revenue, or downtime, except where this cannot be excluded by law.
  - Nothing in our Terms & Conditions excludes or limits non-excludable rights you may have under the **Australian Consumer Law** or other applicable laws.
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## 9. Product Updates (Software)

- HYDI may remotely update or enhance Product software from time to time (for example, to improve performance, security or compliance).
  - We will notify you of any material changes that may affect form, fit or function, where relevant.
  - Some updates may be mandatory for safe or compliant operation; you agree to implement such updates.
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## 10. Intellectual Property

- Buying HYDI Products does **not** give you ownership of our intellectual property (designs, software, documentation, etc.).
  - You must not copy, modify, reverse engineer, or create derivative works from our Products or materials, or use them for unauthorised commercial purposes.
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## 11. Resale / Third-Party Sales

- You must not resell or on-sell HYDI Products to a third party unless that party first agrees in writing to be bound by these same Terms & Conditions.
- You must tell us about any resale and provide a copy of the agreement with the third party if we reasonably request it.

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## 12. ACCUs & Environmental Credits

- Unless specifically agreed otherwise in writing (eg where you are captured by the Safeguard Mechanism):
  - HYDI retains **all rights, title and benefit** in any **Australian Carbon Credit Units (ACCUs)** or similar environmental credits generated through the use, operation or installation of HYDI Products.
  - Your ownership or use of the Products does not give you any right or claim to ACCUs or related income streams.
- HYDI may register, trade, sell or otherwise deal with such ACCUs at its discretion.

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## 13. Data Collection & Reporting

- To support emissions reporting and ACCU generation, you agree to provide reasonable access to operational, usage and performance data from the Products.
- This may include allowing remote data collection, providing usage/location information and cooperating with audits or regulatory reporting where required by law.
- Relevant data may be shared with regulators or third parties where required for compliance or operation of emissions schemes, in line with applicable laws.

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## 14. Security Interests (PPSA)

- We may register a **security interest** over Products supplied but not yet fully paid for.
- You agree to provide information and assistance needed for PPSA registrations and to keep us informed of certain changes (eg name or structure changes).
- You waive certain PPSA notice rights, as permitted by law, to simplify and streamline security registration and enforcement.

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## 15. Termination

- We may cancel orders or terminate the contract if you:
  - Fail to pay on time;
  - Breach the Terms & Conditions and don't fix the breach; or
  - Become insolvent or subject to external administration.
- You must still pay for Products delivered up to the effective date of termination.

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## 16. Governing Law

- The Terms & Conditions are governed by the laws of **South Australia**, and any disputes are subject to the exclusive jurisdiction of the courts of South Australia.
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If you have any questions about how these key points apply to your business or project, please contact HYDI or your Distributor. The full **HYDI Terms & Conditions** are posted on our website ([www.hydi.com.au](http://www.hydi.com.au)) and available on request, and form part of every sale.