



## WARRANTY AGAINST DEFECTS

In this Warranty:

**We, us, or our** means EVE Australia Pty Ltd t/as EVSE (ACN 614 095 644) and our contact details are set out at the end of this warranty;

**You, or your** means the purchaser or the original end-user of the Goods and Services;

**Goods** means the product or equipment supplied to you by us, pursuant to the Terms and Conditions and which were purchased in Australia; and

**Services** means services supplied by us pursuant to the Terms and Conditions.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures, you are entitled to:

- Reject the goods, pursuant to which we must provide you with (at your discretion) either a refund of any money and the value of any other consideration paid for the goods, or a replacement of the rejected goods with goods of the same type and of similar value;
- cancel your service contract with us; or
- compensation for the goods or services' reduced value.

If a failure does not amount to a major failure, you are entitled to have the failure rectified within a reasonable time. If this is not done you are entitled to recover all reasonable costs incurred in having the failure remedied, or reject the goods (as to which, see the first dot point above), or terminate the service contract.

### 1 Warranty

- 1.1 We provide this Warranty to you in addition to any rights or remedies you have under the Australian Consumer Law or any other applicable law (**Consumer Law Rights**).
- 1.2 Subject to the terms of this Warranty, if during the first 2 years from the date of dispatch of the Goods or Services by us (**Warranty Period**) the Goods and Services prove defective by reason of improper workmanship or materials, we will repair the Goods or resupply the Goods and Services or issue a full or partial refund to you with respect to any amount paid for the defective part (or all) of your Goods and Services. Your Consumer Law Rights may extend beyond the Warranty Period.
- 1.3 If any materials, parts or features required to facilitate any repair or replacement pursuant to clause 1.2 are unavailable or no longer in production, or your model of Goods is no longer available or in production, we will use our best endeavours to use appropriate equivalent materials, parts, features or model.

### 2 Making a valid warranty claim

- 2.1 To claim the benefit of this Warranty, you must:
  - (a) notify us by email or over the phone as soon as you become aware that the Goods and Services are defective and, in any event, within 30 days of when you become aware that the Goods and Services are defective with evidence of proof of purchase of your Goods and Services from us and a description and photographs of the claimed defect;
  - (b) allow us sufficient access to your site to inspect your Goods and Services;
  - (c) if we ask you to, you must return the Goods together with all packaging, parts, accessories and documentation (the guides and product manuals included in the box) to the contact details set out below; and
  - (d) provide any other information reasonably required by us to assess your claim.
- 2.2 Where you return the Goods as part of a Warranty claim under this clause 2.1, you will need to cover any associated costs of you returning the Goods to us, and where we find the Goods are covered by this Warranty, we will refund the associated costs of you returning the Goods to us.
- 2.3 Where we accept your claim under this Warranty, clause 1.2 will apply.
- 2.4 Our technicians are available between 9:00am and 5:30pm AEST on business days (not including Saturday, Sunday or a public holiday) (**Service Availability**). We will use commercially reasonable endeavours to acknowledge receipt of your Warranty claim within the Service Availability window which we receive your request. Where your request is received outside of our Service Availability Window, we will endeavour to acknowledge receipt of your Warranty claim in the next Service Availability Period (i.e. the next business day).

### 3 When this warranty applies and when it does not

- 3.1 This Warranty does not cover any defect which is caused (or partly caused) or contributed to, by any:
- (a) act or omission, accident, or negligence by you or any third party not engaged by us (including any third party installer of your Goods);
  - (b) failure on your part to follow any instructions or guidelines (including any manual) provided by us or the manufacturer in relation to your Goods or properly maintain your Goods in accordance with any of our instructions or guidelines (including any manual);
  - (c) use of your Goods and Services otherwise than for any application or use specified by us or the manufacturer;
  - (d) continued use of your Goods and Services (where such use is not reasonable) after any defect in your Goods and Services becomes apparent or would have become apparent to a reasonably prudent person;
  - (e) incorporation or installation of fixtures, appliances or other items into your Goods;
  - (f) failure by you to notify us of any defect in your Goods and Services within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant defect;
  - (g) reasonable wear and tear of your Goods;
  - (h) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our or the manufacturer's reasonable control); or
  - (i) installation, repair, replacement, maintenance, altering, overhauling or otherwise compromise of the Goods by you or any person other than us or the manufacturer.
- 3.2 This Warranty does not cover any third party products or accessories that the customer obtains separately from us, that are not supplied or manufactured by us.
- 3.3 **Additional Expenses:** Any works or services requested by you to be performed by us (including any work or services that are additional to repairs carried out by us pursuant to clause 1.2 and deemed by us to not be covered under this Warranty) may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.
- 3.4 **After Hours Support:** Any works or services requested by you to be performed by us outside of our Service Availability window may incur additional charges, which we will advise you of prior to commencing the after hours work or services. We are under no obligation to perform any work or services outside of our service availability window.

### 4 General

- 4.1 **Terms and Conditions prevails:** This Warranty is subject to the Terms and Conditions and in the event of any inconsistency or ambiguity between this Warranty and the Terms and Conditions, the Terms and Conditions will prevail.
- 4.2 **Governing Law:** This Warranty is only valid and enforceable in Australia and is governed by the laws of New South Wales.
- 4.3 **No third party reliance:** The benefit of this Warranty is for you only, and no other person or third party can rely on or make a claim under this Warranty.
- 4.4 **No Assignment or transfer:** This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.
- 4.5 **Severance:** If any provision of this Warranty is held to be void, invalid or illegal or unenforceable in any jurisdiction, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or part of that provision) will be severed from this Warranty without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

#### Contact us for further details:

EVE Australia Pty Ltd t/as EVSE (ACN 614 095 644)

**Address:** 14 Millennium Ct, Silverwater NSW 2128

**Email:** [support@evse.com.au](mailto:support@evse.com.au)

**Phone:** 1300 406 210