



E-Station Standard Warranty Terms & Conditions

ABN 52141206840, ACN 141 206 840

Warranty Statement

1. Definitions:

- a. **Customer** means the party seeking warranty support for the Products, being either the End Owner or one of E-Station's Authorised Resellers.
- b. **End Owner** means the end owner of the Products, who either purchased them directly from E-Station, or purchased them from one of E-Station's Authorised Resellers.
- c. **Products** means electric vehicle chargers, power units and control units manufactured and supplied by E-Station.
- d. **Site Installation Checklist** means the approved installation and/or commissioning checklist for the relevant Products supplied by E-Station to the Customer or their agent.
- e. **E-Station** means E-Station Pty Ltd and any related bodies corporate (as applicable).
- f. **E-Station Authorised Agent** means an agent of E-Station trained by E-Station and authorised to conduct site commissioning, replacement or repairs of E-Station Products. E-Station excludes any liability for acts or omissions of entities not authorised by E-Station, including any entity that may incorrectly represent itself as a E-Station Authorised Agent.
- g. **E-Station Authorised Reseller** means a customer to whom E-Station has granted an express written right to resell or distribute the Products to End Owners.
- h. **Warranty Period** means two years from the date described in clause 4, unless a different warranty period has been offered by E-Station in writing.

2. E-Station Standard Warranty:

E-Station guarantees its Products will be free from manufacturing defects during the Warranty Period.

This warranty is exclusive and supersedes any other quality and performance warranties, whether written, verbal or implicit. Any other warranties, including any implied warranties of merchantability or fitness for purpose, are hereby specifically excluded by E-Station to the extent legally possible.

3. Claim Coverage:

Where the Products are covered by E-Station's Standard Warranty, or a Warranty Period Extension:-

- a. The Standard Warranty is a parts only warranty. Extended warranties covering parts and labour are available on request and are subject to negotiation.
- b. If notified of defects during the Warranty Period, E-Station's warranty covers the materials required for their repair with new or reconditioned Products or components, (defective Products or components replaced by E-Station become the property of E-Station upon their replacement), at a repair centre or on site, at the sole discretion of E-Station.
- c. The Customer shall be responsible for the safekeeping of defective Products or components until E-Station advises whether they are to be returned to E-Station - and the Customer shall store them in an appropriate low humidity environment suitable for the storage of electronic parts.
- d. If a defective Product cannot reasonably be repaired or replaced, we will refund or credit monies paid by you for the defective Product/s, at our sole discretion.
- e. Any costs associated with travel to the installation site, repairs at the installation site or shipping of defective products or components to E-Station from the installation site will be borne by the Customer.



4. E-Station Warranty Duration:

- a. The Warranty Period commences on the earlier of:
 - (i) Delivery to the End Owner or E-Station Authorised Reseller; or
 - (ii) If a E-Station Authorised Reseller stores the Products before site installation, then on site installation or three [3] months following delivery to E-Station’s Authorised Reseller, whichever comes sooner; or
 - (iii) If the Customer has been advised by E-Station that the Products are ready for delivery and does not provide a delivery address at that time, the date four [4] weeks after the date on which E-Station advises the Customer that the Products are ready for delivery.
- b. The Warranty Period concludes after:

Standard Warranty Period	Extended Warranty Period*		
<ul style="list-style-type: none">• a period of two (2) years;	<ul style="list-style-type: none">• a period of three (3) years;	<ul style="list-style-type: none">• a period of four (4) years;	<ul style="list-style-type: none">• a period of five (5) years
<i>*any Warranty Period extension must be purchased upfront at the time of purchase of the Products. This extended Warranty Period is only applicable to extended warranties purchased for parts. Separate warranty terms apply for parts and labour extended warranties.</i>			

- c. Warranty repair or replacement will not extend or renew the applicable Warranty Period.

5. Country:

E-Station’s warranty will only be valid in the country the Products were delivered to or commissioned in.

6. Claims under Warranty:

All claims under warranty must be made within the Warranty Period and follow the procedures described below:

- a. The Customer shall notify E-Station by sending an email to info@e-station.com.au.
- b. The Customer shall provide the following mandatory information:
 - i. Product model;
 - ii. Product proof of purchase;
 - iii. Product serial number;
 - iv. Description of the problem, and where applicable, the error code;
 - v. Customer’s name, phone number and email of the contact person;
 - vi. Installation site address.

Failure to follow the claim procedure, or providing inaccurate or incomplete mandatory information, may mean the claim is not valid.

- c. Where E-Station has elected to repair a Product on site, the Customer must:
 - i. Ensure access to the Product and provide any necessary equipment for this purpose (eg. keys); and
 - ii. Ensure the work environment meets all relevant health, safety and environment legislation and guidelines.



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The E-Station technician may refuse to inspect or repair the Product where conditions (i) or (ii) above are not met. Should this occur, E-Station will charge the Customer any reasonable costs, including but not limited to, costs relating to the technician who could not access the site and/or the Product.

- d. The Customer shall be responsible for the safekeeping of spare parts and/or any replacement Products in their possession and must adequately insure them against the risk of theft or damage whilst in their possession. Any loss or damage to the spare parts or Products incurred whilst they are in the possession of the Customer will be paid for by them.
- e. Where the Customer site requires a site induction or training, either virtually or on location, in order to authorise the E-Station site works, the Customer will cover the costs to E-Station of any induction or training.

7. Warranty Disclaimer:

E-Station's warranty does not apply when:

- a. The Warranty Period has expired;
- b. The Products at the Customer's site are not commissioned by E-Station or a E-Station Authorised Agent, OR, the Customer has not completed the Site Installation Checklist which has been signed off by an authorised E-Station representative;
- c. Mechanical damage occurs during transportation of the Product when the Product is transported under the responsibility of the Customer or their agent or representative;
- d. Where the Products are not installed immediately and have not been stored in an environment with a controlled temperature and humidity levels conforming with the ranges specified E-Station's Product Data Sheets;
- e. The Customer has not complied with the Product documentation including without limitation, ongoing maintenance requirements where specified, Embedded Software update schedules, site installation requirements and Product usage instructions;
- f. Any modification, adaptation or repair has been made to the Product that has not been authorised by E-Station and conducted by a E-Station Authorised Agent, including the use of ANY unauthorised parts;
- g. Improper use of the Product (for example charging a prototype or non-production vehicle) has occurred;
- h. The Product is used in combination with unauthorised equipment (including plug adapters);
- i. An external event has occurred (for example vandalism, vehicle collision, acid rain, over- voltage);
- j. The defect is caused by the negligence of the Customer or their agents or the end user;
- k. A force majeure event occurs leading to the defect (for example fire, flood, lightning, cyclone, extreme climatic event, natural disaster);
- l. The Products have been installed in a Territory or market channel the Customer was not authorised to install in or the Products have been on-sold to a customer the Customer is not authorised to sell them to;
- m. the Customer has failed to make full payment of any amounts due to E-Station.

8. Specific Warranty Exclusions:

E-Station's warranty does not extend to:

- a. liquid cooled charge connector cables;
- b. standalone spare parts which are not provided as part of a warranty response; and
- c. grid connection transformers,

manufactured by third parties. In each of these cases E-Station will use best efforts to pass on the manufacturer's warranty to the Customer and will assist the Customer with any information



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required to make a claim under that warranty, but accepts no further liability for those third party products.

9. Claims made outside Warranty coverage:

Where the Customer makes a claim under this Warranty for a manufacturing defect and E-Station ascertains, acting reasonably and within the terms of this warranty, that the defect is not covered by this Warranty Statement the Customer is liable for any and all costs incurred by E-Station in responding to that claim; including but not limited to:-

- a. travel and logistics costs;
- b. parts and component costs; or
- c. engineering and support team time costs.

The Customer will be invoiced for these costs, at E-Station's nominated rates, on fourteen (14) day payment terms.