

Warranty Policy

1. Our information

This manufacturer's warranty (**Warranty**) is provided by:

Company: EVOS Energy Pty Ltd ABN 42 651 318 599 (**EVOS**)

Address: Unit 3/17 Gould Road, Herston QLD 4006

Phone: +61 7 3040 6668

Email: evos_support_au@evos.com.au

2. What is covered and for how long

Fleet Home22: A 22kW AC charger for electric vehicles. 24 months from the date of purchase.

Fleet Twin: A double 22kW AC charger for electric vehicles. 24 months from the date of purchase.

SB7: A 7kW AC charger for electric vehicles. 12 months from the date of purchase.

3. Warranty for Goods

3.1 Subject to clause 10, EVOS warrants that Goods covered by this Warranty will:

(a) when stored or used under conditions specified by EVOS, conform to EVOS published specifications; and

(b) with normal use and service, be free from defects in materials and workmanship, for the Warranty Period.

4. Who is covered

Subject to clause 10:

4.1 this Warranty extends solely to the original purchaser who purchased the Goods from EVOS or an EVOS authorised distributor (Customer);

4.2 this Warranty is non-transferable and non-assignable by the Customer; and

4.3 EVOS will have no obligations for claims made under a transferred Warranty.

5. How long

5.1 The term of this Warranty is for the Warranty Period only.

5.2 To the extent that EVOS determines, in its sole discretion, that it should replace any of the Goods under Warranty (Replacement Goods), any such Replacement Goods will be covered under this Warranty for the Warranty Period.

6. Optional extended Warranty

The Customer may purchase an extended warranty, by contacting the seller of the Goods.

7. Suspension of Warranty

7.1 Coverage under this Warranty will automatically be suspended during any periods of non-payment of any charges due to EVOS (or its authorised distributor) by the Customer. Warranty coverage shall recommence when EVOS (or its authorised distributor) receives payment in full of any and all charges due.

7.2 The Customer acknowledges and agrees that although the Warranty will not be available during any period of non-payment, the Warranty Period will continue to run during such time.

8. What you must do to claim under the Warranty

8.1 To make a claim under this Warranty, a Customer must, within the applicable Warranty Period give a notice in writing to EVOS by contacting us at evos_support_au@evos.com.au (Warranty Claim).

8.2 The Warranty Claim must:

(a) describe the fault with the Goods in sufficient detail so as to allow EVOS to make an initial assessment of the Warranty Claim;

(b) provide sufficient information to identify the Goods to which the Warranty Claim relates, including model number, serial number;

(c) include both the address where the Goods are installed and the Customer's shipping address; and

(d) be accompanied by proof of purchase of the Goods.

8.3 You must immediately cease using the Goods if you detect a fault and wish to make a Warranty Claim.

9. What EVOS will do

9.1 When EVOS receives a Warranty Claim it will assess the claim and notify the Customer:

(a) that further action is required, to assess the Warranty Claim;

(b) the Warranty Claim is accepted; or

(c) the Warranty Claim has been rejected, because it does not meet the requirements for this Warranty;

If EVOS provides a response under paragraph 9.1(a) or (b), the EVOS response will specify the next steps.

If EVOS determines that a Warranty Claim is covered by the Warranty, it will, within the applicable Warranty Period at EVOS' sole option, repair any defects in material or workmanship in the Goods or replace the Goods, without any costs to the Customer for parts or labour (except as specifically stated below). If EVOS is unable to repair or replace the Goods, your sole remedy and EVOS exclusive liability is a refund of the purchase price paid to EVOS for the product. All replaced or returned products become EVOS property.

9.2 EVOS will not be liable for any consequential loss or damage claimed to arise from your use of the Goods. In particular (but without limitation) EVOS will not be liable for actual or expected revenue loss or for any corruption or loss of data claimed to arise from your use of the Goods.

10. What is not covered

The Warranty does not cover:

10.1 consumable items such as AC charging cable and switch gear (EVOS will provide reasonable assistance to a Customer seeking to make a claim against a manufacturer's warranty on any defective consumable items);

10.2 any Goods that have not been installed and commissioned in accordance with the EVOS installation manual;

10.3 any Goods that have been modified by the Customer or any person other than EVOS;

10.4 where the Goods have received maltreatment, inattention or interference or the Goods have not been used in accordance with any performance ratings, specifications or care instructions;

10.5 where the Goods have been used in an excessive, unreasonable or fraudulent manner;

10.6 issues in connection with equipment or software that has not been approved by EVOS;

10.7 Goods which have been damaged during installation;

10.8 Goods which have been damaged by accident, misuse or abuse (including improper storage or by the Customer's transportation of the Goods);

10.9 the use of incorrect voltage or a power surge;

10.10 an act of God;

10.11 equipment, products or accessories sold or supplied with the Goods which are manufactured by a third party; and

10.12 where Goods have continued to be used after the Customer has detected a defect and made a Warranty Claim, (Excluded Repairs), in which case additional charges apply.

11. Charges and expenses

11.1 If the Customer's Warranty Claim is determined by EVOS in accordance with clause 9 to be covered by the Warranty, EVOS will be responsible for all expenses associated with the Warranty Claim including postage and handling.

11.2 If the Customer's Warranty Claim is determined by EVOS in accordance with clause 9 to not be covered by the Warranty or be in relation to Excluded Repairs:

(a) the Customer will be responsible for all expenses associated with the Warranty Claim including postage and handling; and

(b) EVOS will be entitled to charge the Customer EVOS' then current prices for services, cost of the parts, shipping and handling costs for the inspection and diagnosis of each of the Excluded Repairs.

12. Benefits are Additional to Legislated Consumer Rights

12.1 In some countries, certain purchasers of goods and services are entitled to guarantees and other rights, that cannot be excluded, by law ("Consumer Guarantees"). EVOS will honour Consumer Guarantees, where it has authorised the sale of the EVOS Good in that country.