

# AmpCharge Home Charging Equipment Warranty

Effective 01 September 2023

## Our Details

Ampol AmpCharge Pty Ltd ABN 26 661 933 599

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## 1. Information

This warranty (**Warranty**) is provided by AmpCharge Pty Ltd ABN 26 661 933 599, of 29-33 Bourke Road, Alexandria, NSW 2015 (**AmpCharge**), in respect of the Goods supplied by AmpCharge (or any of its Authorised Reseller) to a Customer in Australia.

## 2. Consumer guarantees

- (1) In Australia, our Goods come with guarantees that cannot be excluded under the Australian Consumer Law.
- (2) The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (3) The benefits under this Warranty are in addition to any other rights and remedies available to the Customer under the Australian Consumer Law, and any other statutory rights the Customer may have under other applicable laws. This Warranty does not exclude, restrict or modify any such statutory rights or remedies.

## 3. What is covered and for how long

- (1) This Warranty covers the electric vehicles (EV) charging stations that are supplied by AmpCharge (or any of its Authorised Reseller) to a Customer under the terms of the relevant supply agreement and that are branded AmpCharge, as identified in subclause (2) below (**Goods**).
- (2) The Goods to which this Warranty applies and the applicable warranty period (**Warranty Period**) are set out in the table below:

Ref.	Description	Warranty Period
1	AmCharge EV Charger 22kW	24 months
2	AmpCharge EV Charger 7kW	24 months
3	Consumable items such as AC charging cables and metering equipment	6 months

- (3) The term of this Warranty is for the Warranty Period only. The Warranty Period commences on the date the Goods are purchased by the Customer from AmpCharge or an Authorised Retailer.
- (4) If AmpCharge 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 that applied to the Goods being replaced by the Replacement Goods.
- (5) The Warranty Period will not be renewed or extended after repair or replacement of any of the Goods.

## 4. Who is covered

- (1) This Warranty extends solely to the original end user who purchased the Goods either from AmpCharge or an Authorised Reseller in Australia (**Customer**). For the avoidance of doubt, an **Authorised Reseller** is a reseller to whom AmpCharge has granted an express written right to resell or distribute the Goods.
- (2) This Warranty is non-transferrable and non-assignable by the Customer. AmpCharge will have no obligations for claims made under any Warranty which is purported to have been transferred in contravention of this subclause (2).

## 5. Suspension of Warranty

- (1) Coverage under this Warranty will automatically be suspended during any periods of non-payment by the Customer of any charges due to AmpCharge (or its Authorised Reseller) in respect of the warranted Goods. Warranty coverage shall recommence when AmpCharge (or its Authorised Reseller) receives payment in full of and all charges due.
- (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.



## 6. What is not covered

- (1) To the maximum extent permitted by law and subject to the Australian Consumer Law, this Warranty does not cover:
  - a) where Goods have continued to be used after the Customer has detected a defect and lodged a Warranty Claim;
  - b) normal wear and tear of the Goods;
  - c) improper installation or commissioning of any of the Goods (i.e. not in accordance with the installation manual);
  - d) any Goods which have been damaged during installation;
  - e) any Goods that have received maltreatment, inattention or interference or the Goods have not been used in accordance with any performance ratings, specifications or care instructions;
  - f) any Goods that have been modified by any person other than the manufacturer;
  - g) use of the Goods in an excessive or unreasonable manner;
  - h) damages to the Goods caused by accident, misuse, maltreatment, neglect, errors or abuse (including improper storage);
  - i) matters arising in connection with equipment or software that has not been approved by the manufacturer;
  - j) any Goods being stored by the Customer for more than six (6) months prior to being put into operation;
  - k) the use of incorrect voltage or a power surge;
  - l) a force majeure event has occurred, such as fire, flood, lightning, cyclone, extreme climatic event or other natural disaster; and
  - m) equipment, products, or accessories sold or supplied with the Goods which are manufactured by a third party.
- (2) If any of the above exclusions are discovered during the replacement or repair of the Goods, the work will be paused, and AmpCharge will notify the Customer of the next steps and if further actions are required. In such an event, the Customer must pay for all charges and expenses in accordance with clause 7.B(4).
- (3) Due to the evolution of EV charger technology, a replacement unit may not be identical to the installed system. In some cases, comparable and equivalent goods shall be provided as a replacement to the faulty Goods.

## 7. Warranty Claims

### A. How to lodge a Warranty Claim

- (1) To make a warranty claim (Warranty Claim), the following steps must be followed by the Customer within the applicable Warranty Period:
  - a) lodge a Warranty Claim through the web form available at <https://ampcharge.ampol.com.au/contact-us> or via hotline 13 14 04;
  - b) provide a clear description of the issue;
  - c) provide a proof of purchase, the charging station serial number, the address of the installed Goods (namely, the installed charger); and
  - d) where applicable, provide supporting documents in the form of pictures or video showing the claimed issue.
- (2) The Customer must immediately cease using the Goods if a fault is detected.
- (3) In the event AmpCharge encounters difficulties in remotely accessing the Goods, AmpCharge kindly requests the Customer's cooperation in providing reasonable assistance for troubleshooting purposes.

### B. What AmpCharge will do in response to a Warranty Claim

- (1) When AmpCharge receives a Warranty Claim, it will assess the claim and notify the Customer within two (2) business days of receipt as to whether:
  - a) further action and/or information 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.
- (2) If AmpCharge provides a response under subclause 7.B(1)(a) or (b), AmpCharge's response will specify the next steps.
- (3) If AmpCharge determines that a Warranty Claim is covered by the Warranty, AmpCharge will at its sole option arrange for the repair or replacement of the defective or faulty Goods and will be responsible for the expenses and costs associated with the replacement or repair of such defective or faulty Goods (including logistics installation and labour). All replaced or returned products become AmpCharge property.



- (4) If AmpCharge determines that a Warranty Claim is not to be covered by the Warranty:
  - a) the Customer will be responsible for all expenses associated with the Warranty Claim, including postage, handling and installation; and
  - b) AmpCharge will be entitled to charge the Customer for services, cost of parts and logistics that may have already been expensed by AmpCharge.
- (5) AmpCharge will not be liable for any consequential loss or damage claimed to arise from the Customer's use of the Goods. In particular (but without limitation), AmpCharge will not be liable for actual or expected revenue loss or for any corruption or loss of data claimed to arise from the Customer's use of the Goods.

## 8. Customer service and support

Head office address:

29-33 Bourke Rd, Alexandria NSW 2015

Contact:

13 14 04

Email:

[support@ampcharge.com.au](mailto:support@ampcharge.com.au)

