

Warranty Statement

1. Tritium Warranty

Tritium guarantees its Products will be free from manufacturing defects during the Warranty Period. Unless explicitly specified within a relevant executed supply agreement or purchase order with Tritium, Tritium's standard Warranty will automatically apply to the provision of the Products as described below for orders accepted after the date of this Warranty Statement.

Capitalised terms used have the meanings set out in section 10 below (**Definitions**).

2. Warranty Claim Coverage

2.1 Remote Services & Parts (standard)

Where the Products are covered by Tritium's standard *Remote Services & Parts* Warranty:

- a. if a Warranty claim is accepted for a manufacturing defect during the Warranty Period, Tritium's Warranty covers the provision of remote diagnosis and new or reconditioned Products or Components at Tritium's election to replace defective Products or Components diagnosed by Tritium; noting that:
 - i. defective Products or Components become the property of Tritium upon provision of replacements. Components must be returned to Tritium in the replacement parts packaging supplied by Tritium;
 - ii. the Customer shall be responsible for the safekeeping and storage of defective Products or Components in an appropriate low humidity environment suitable for the storage of electronic parts until Tritium advises whether they are to be returned to Tritium, and
 - iii. any non-expedited freight costs associated with the delivery of the replacement Products or Components to the Customer; or return of the defective Products or Components to Tritium, will be borne by Tritium.
- b. For the avoidance of doubt, where Tritium's standard *Remote Services & Parts* Warranty applies, any labour costs associated with the repair of the defective or replacement Products or Components will be borne by the Customer.

2.2 Remote Services, Parts & Labour (optional upgrade)

Where the Customer has elected at the time of ordering Products to upgrade for the Products to be covered by Tritium's *Remote Services, Parts & Labour* Warranty:

- a. if a Warranty claim is accepted for a manufacturing defect during the Warranty Period, Tritium's Warranty covers the provision of remote diagnosis and the materials and labour required for either repair with new or reconditioned Components (at a Tritium repair centre or onsite) or replacement, at Tritium's election. This Warranty covers both parts and labour necessary to repair or replace the defective portion of the Product or Component diagnosed by Tritium (and any associated non-expedited freight costs). Costs covered by Tritium are limited to costs borne or authorised directly by Tritium and not by or on behalf of the Customer or End Owner.
- b. if a defective Product or Component cannot reasonably be repaired or replaced during the Warranty Period, Tritium will either refund or credit monies paid by the Customer for the defective Product or Component, at Tritium's election.
- c. travel to the installation site is free of charge other than any costs associated with travel to installation sites outside Metropolitan Areas which will be quoted in advance by Tritium and borne by the Customer.
- d. Products or components replaced by Tritium become the property of Tritium upon their replacement and must be returned to Tritium in the replacement parts packaging supplied by Tritium. Any non-expedited freight costs associated with the return of the defective Products or Components to Tritium, will be borne by Tritium.

3. Tritium Warranty Duration

- a. The Warranty Period for a Product commences on the earlier of:
 - i. site installation as verified by the date of the Site Installation Checklist;
 - ii. three (3) months following the date of delivery under the applicable supply agreement with Tritium; or
 - iii. if the agreed delivery Incoterm is other than ExWorks, four (4) weeks after the date Tritium advises the Customer that the Products are ready for delivery if the Customer does not provide a delivery address instruction or arrange collection by that time.
- b. The Warranty Period runs for three (3) years from commencement or for up to 10,000 charging sessions, whichever occurs earlier, unless varied by the purchase of an extended warranty at the time the Product is ordered.

- c. If Tritium repairs or replaces a Product or Component under Warranty, the Warranty continues on the repaired or replacement Product or Component for the remainder of the Warranty Period. Warranty repair or replacement will not extend or renew the applicable Warranty Period.
- d. For new spare or replacement parts purchased separately from Tritium by the Customer (excluding parts under clause 8(b) below), a twelve (12) month Warranty Period applies from the date of Tritium's invoice.

4. Procedure for Claims under Warranty

All claims under Warranty must be made within the Warranty Period and follow the procedures described below. Failure to follow the claim procedure, or providing inaccurate or incomplete mandatory information, will mean the claim is not valid:

- a. The Customer or End Owner who has purchased through a Tritium Authorised Reseller (with proof of purchase to be provided) shall notify Tritium within ten (10) business days of becoming aware of the defect by submitting a Warranty claim ticket through the *MyTritium* service portal.
- b. Where a Warranty claim is accepted, Tritium will provide Warranty coverage in accordance with clause 2.1 or 2.2 (as applicable).
- c. Where a Warranty claim is pending investigation, Tritium will respond in the interim in good faith in accordance with clause 2.1 or 2.2 (as applicable). If the outcome of the investigation concludes that the Warranty claim is rejected, Tritium will be entitled to recover any direct costs incurred by it in accordance with clause 9.
- d. Where a Warranty claim is rejected, Tritium will provide supporting reasons in accordance with this Warranty Statement and will provide a quotation to repair or replace the Product or Component.

5. Customer Responsibilities (for Remote Services, Parts & Labour upgrade only)

- a. Where Tritium has elected to repair a Product or Component on site, the Customer must:
 - i. ensure access to the Product and provide any necessary equipment for this purpose (e.g. keys); and
 - ii. ensure the work environment meets all relevant health, safety and environment legislation and guidelines.

The Tritium technician may refuse to inspect or repair the Product or Component where conditions (i) or (ii) above are not met. Should this occur, Tritium reserves the right to invoice the Customer any reasonable costs, including but not limited to, costs relating to the time of the technician who could not access the site and/or the Product.

- b. The Customer shall be responsible for the safekeeping and loss or damage of spare parts and/or any replacement Products or Components in its possession and must adequately insure them against the risk of theft or damage.
- c. Where attending the Customer site requires a site induction or training the Customer will cover any direct costs to Tritium or the Tritium Certified Agent of any induction or training.
- d. Tritium controls the performance of all Warranty repair claims, which it may utilise third party service agents to perform or to perform itself directly. If the Customer performs repairs during the Warranty Period itself, or through third parties engaged and instructed by the Customer, Tritium will not bear, cover or compensate for the parts or labour costs for these works or repairs.

6. Warranty Response

Tritium endeavours to typically respond to Warranty claims within the following timeframes:

- a. response and remote diagnosis within seven (7) days of the Warranty claim;
- b. (for standard Remote Services & Parts Warranty): dispatch of required material to repair the Product, or replacement Components within seven (7) days of the Warranty claim; and
- c. (for Remote Services, Parts & Labour upgraded Warranty): onsite attendance with material to repair the Product, or replacement Components within fourteen (14) days the Warranty claim.

Note: For performance-based response times, Tritium offers Service Level Agreements to meet Customer operational requirements.

7. Warranty Disclaimer

Tritium may deny any Warranty claim where one or more of the following apply:

- a. the Warranty Period has expired;

- b. a correctly completed Site Installation Checklist prepared by a Tritium Certified Installation Agent has not been submitted to Tritium;
- c. a correctly completed Site Commissioning Checklist (for PK and PKM Products) prepared by a Tritium Certified Commissioning Agent has not been submitted to Tritium;
- d. Tritium (and any required Tritium Certified Maintenance Agent) is not granted complete remote access at all times to the Product's telemetry data and onsite access to the Product;
- e. physical damage occurs during transportation or installation, uninstallation or reinstallation of the Product when the Product is transported or installed, uninstalled or reinstalled under the responsibility of the Customer or their representative/s;
- f. where the Product has not been stored by or on behalf of the Customer in an environment with a controlled temperature and humidity levels conforming with the ranges specified in the Tritium Product Datasheet;
- g. the Customer has not complied with the Product documentation including without limitation, ongoing scheduled maintenance requirements performed by Tritium or a Tritium Certified Maintenance Agent, Embedded Software update schedules, and Product usage instructions and design parameters;
- h. any modification or adaptation has been made to the Product that has not been authorised by Tritium in writing and conducted by Tritium or a Tritium Certified Maintenance Agent;
- i. any repair has been made to the Product that has not been conducted by Tritium or a Tritium Certified Maintenance Agent, including the use of any material which has not been supplied or authorised by Tritium or any unauthorised opening, demounting, or moving of the Product has occurred;
- j. the original identification markings (including Tritium trademark or serial number) of such Product have been altered or removed;
- k. improper use of the Product (for example charging a prototype vehicle, non-production vehicle or non-compliant vehicle with applicable standards) has occurred;
- l. the Product is used in combination with incompatible or unauthorised equipment (including plug adapters);
- m. an external event has occurred (for example vandalism, vehicle collision, water or vermin ingress under or over-voltage, grid variance outside certified tolerance, grid imperfections and grid instability, virus or malicious code not introduced by Tritium), or other causes outside the control of Tritium;
- n. network connectivity issues, communications loss or degradation to the Product due to reasons beyond Tritium's control, including incompatibility between a Customer supplied SIM and/or SIM plan and any site telecommunications requirements published by Tritium;
- o. the defect is caused by the negligence of the Customer or their agent/s or the End Owner or end user;
- p. a force majeure event occurs leading to the defect (for example earthquake, fire, flood, lightning, acid rain, hurricane, cyclone, extreme climatic event, other natural disaster);
- q. the Products have been installed at a different site to the site recorded on the original Site Installation Checklist or in a territory not authorised in writing by Tritium, or have been on-sold without Tritium's approval in writing;
- r. the Products comprise materials provided by, or a design specified by the Customer;
- s. the Customer has failed to make full payment of any amounts due to Tritium; or
- t. the defect is caused by excessive internal operating temperatures resulting from the Customer's use of enclosures other than Tritium's recommended enclosures.

8. Specific Warranty Exclusions:

Tritium's Warranty does not extend to:

- a. Product defects or failures that are attributable to normal wear and tear, as determined by Tritium, acting reasonably;
- b. cost of replacing consumable parts including: connectors, cables and cable sub-components (unless part of a defective batch established by root cause analysis), cable holders, filters, fans, liquid coolant, light bulbs, batteries etc.
- c. Products not purchased from Tritium or a Tritium Authorised Reseller;
- d. grid connection transformers, and

- e. purely aesthetic defects without impact on Product functionality or operability or minor defects not impacting the functionality of the Products (e.g. minor imperfections in screen display, peeling of vinyl).

In the cases outlined in (b) above, Tritium will use reasonable endeavours to pass on the manufacturer's warranty to the Customer and will assist the Customer with any information required to make a claim under that warranty. Tritium accepts no further liability for those third-party products.

9. Claims made outside Warranty coverage

Where the Customer makes a Warranty claim and Tritium ascertains, acting reasonably and within the terms of this Warranty Statement, that the claim is not covered by Warranty, the Customer is liable for any and all costs reasonably incurred by Tritium in responding to that claim, including but not limited to:

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

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

10. Definitions

- a. **Components** means material that is manufactured by Tritium or its suppliers that is installed within the Products excluding consumable parts in 8b. above.
- b. **Customer** means the party seeking Warranty support for the Products, being either the End Owner or one of Tritium's Authorised Resellers.
- c. **End Owner** means the end owner of the Products, who either purchased them directly from Tritium, or purchased them from one of Tritium's Authorised Resellers.
- d. **Metropolitan Area** means: (i) in the U.S.A. each city listed in the Appendix below, and (ii) in other regions a location within a 100-kilometre radius of the centre of a city with a population of at least 350,000 people.
- e. **Products** means electric vehicle chargers, power units and control units manufactured and supplied by Tritium.
- f. **Remote Services** means remote diagnosis and remote resolution where possible.
- g. **Site Installation Checklist** means the approved installation and/or commissioning checklist for the relevant Products in the format supplied by Tritium to the Customer or their agent.
- h. **Tritium** means Tritium Power Solutions Pty Ltd., Tritium NexGen Solutions BV, Tritium Power Solutions Limited, Tritium Power Solutions Inc., and their related bodies corporate (as applicable).
- i. **Tritium Certified Commissioning Agent** means an agent of Tritium who is trained and individually certified by Tritium to commission a PK or PKM Product.
- j. **Tritium Certified Installation Agent** means an agent of Tritium or of the Customer who is trained in the Products and individually certified by Tritium to conduct installation activities.
- k. **Tritium Certified Maintenance Agent** means an agent of Tritium or of the Customer who is trained in the Products and individually accredited by Tritium to conduct maintenance activities.
- l. **Tritium Authorised Reseller** means a Customer (including distributors, network operators and charge point providers) to whom Tritium has granted an express written right to resell or distribute the Products to End Owners.
- m. **Warranty** means the Remote Services, Parts & Labour warranty or Remote Services & Parts warranty (as applicable) described in this Warranty Statement.
- n. **Warranty Period** means the relevant period set out under clause 3(b).

OTHER THAN TO THE EXTENT EXPRESSLY REQUIRED BY LAW THIS WARRANTY STATEMENT SETS OUT THE SOLE WARRANTY AND EXCLUSIVE REMEDIES PROVIDED BY TRITIUM AND SUPERSEDES ANY OTHER QUALITY AND PERFORMANCE WARRANTIES, WHETHER WRITTEN, VERBAL, OR IMPLIED, STATUTORY OR OTHERWISE. ANY OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN REGARDS TO THE PRODUCTS, ARE HEREBY SPECIFICALLY EXCLUDED BY TRITIUM TO THE EXTENT PERMITTED BY LAW. TRITIUM EXCLUDES ANY RESPONSIBILITY AND LIABILITY

FOR ACTS OR OMISSIONS OF PERSONS NOT AUTHORISED BY TRITIUM, INCLUDING ANY PERSON THAT MAY INCORRECTLY REPRESENT ITSELF AS A TRITIUM AUTHORISED AGENT.

TRITIUM'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE VALUE OF THE DEFECTIVE PRODUCTS. IN NO EVENT WILL TRITIUM BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. CUSTOMER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL GOVERN AND CONTROL OVER ANY OTHER REMEDIES TO WHICH CUSTOMER MAY OTHERWISE BE ENTITLED AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE, EVEN IF TRITIUM HAS BEEN ADVISED BY THE CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTY SEEKING TO RELY ON THIS WARRANTY INDEMNIFIES TRITIUM FOR ANY LOSSES ARISING FROM ANY UNAUTHORISED ACTS OR OMISSIONS AS DESCRIBED IN THIS WARRANTY MADE BY THE RELYING PARTY OR ITS AUTHORISED AGENTS.

To the extent any implied warranties are required under applicable law to apply to this Warranty Statement, such implied warranties shall, to the extent permitted by applicable law, be limited in duration to the Warranty Period. In jurisdictions which do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, the above limitation(s) or exclusion(s) may not apply. This Warranty Statement gives the Customer specific legal rights, which are the Customer's exclusive remedies hereunder. The Customer may have other rights that vary from jurisdiction to jurisdiction.

Appendix - U.S.A. Metropolitan Areas with no travel fee under Tritium Warranty Statement

Akron	Charleston-North Charleston	El Paso	Knoxville	Nashville	Raleigh	St. Louis
Albany	Charlotte	Fayetteville	Lafayette	New Haven	Reno	Stockton
Albuquerque	Chattanooga	Fayetteville-Springdale	Lakeland	New Orleans	Richmond	Syracuse
Allentown	Chicago	Fort Collins	Lancaster	New York City	Riverside-San Bernardino	Tampa
Antioch	Cincinnati	Fresno	Lancaster-Palmdale	Ogden-Layton	Rochester	Temecula-Murrieta
Asheville	Cleveland	Grand Rapids	Las Vegas	Oklahoma City	Round Lake Beach-McHenry-Grayslake	The Woodlands
Atlanta	Colorado Springs	Greensboro	Little Rock	Omaha	Sacramento	Toledo
Augusta-Richmond County	Columbia, South Carolina	Greenville	Los Angeles	Orlando	Salt Lake City	Tucson
Austin	Columbus	Harrisburg	Louisville	Oxnard	San Antonio	Tulsa
Bakersfield	Concord	Hartford	Madison	Palm Bay-Melbourne	San Diego	Victorville-Hesperia-Apple Valley
Baltimore	Corpus Christi	Honolulu	McAllen	Pensacola	San Francisco	Virginia Beach
Baton Rouge	Dallas-Fort Worth	Houston	Memphis	Philadelphia	San Jose	Visalia
Birmingham	Dayton	Huntsville	Miami	Phoenix	Oklahoma City	Washington DC
Boise City	Daytona Beach-Port Orange	Indianapolis	Milwaukee	Pittsburgh	Sarasota-Bradenton	Wichita
Bonita Springs-Naples	Denton-Lewisville	Indio-Cathedral City-Palm Springs	Minneapolis	Port St. Lucie	Scranton	Winston-Salem
Boston	Denver	Jackson, Mississippi	Mission Viejo	Portland	Seattle	Worcester
Bridgeport-Stamford	Des Moines	Jacksonville	Modesto	Poughkeepsie-Newburgh	Spokane	Youngstown
Buffalo	Detroit	Kansas City	Montgomery	Providence	Springfield	
Cape Coral	Durham	Kissimmee	Knoxville	Provo-Orem	Springfield, Missouri	