



myenergi

myenergi APAC Pty Ltd Standard
Install Terms and Conditions



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Standard Installation

- Installation of a Zappi 7kW / 32 AMP Single Phase EV Wall Charger.
- Dedicated circuit approximately 25 Meters of wall/ceiling mounted cable. (Inc, PVC surface mount conduit). Internal routing within walls will be attempted wherever practicable.
- Isolation switch mounted readily accessible to the EV Wall Charger.
- All associated electrical containment and hardware fixings for the installation.
- Installation of electrical circuit protection in switchboard.
- Installation of Type A RCD at origin of the circuit. Type A RCD's protect against residual DC Current. (As per AS/NZS 3000:2018 Electrical Installation Wiring Rules).



A standard installation does not include:

A standard installation does not involve:

- Any electrical remedial works to meet current wiring regulations
- Any groundworks or other civil works
- Any underfloor work (other than easy under house access)
- Any hidden or structural location not in the ordinary course of installation
- Switchboard upgrades or three phase power upgrades
- Installation of an EV charger in an apartment building

For any installation that does not fall within the standard install guidelines, Myenergi APAC Pty Ltd will provide the customer with any additional costs.

If requested, Myenergi APAC Pty Ltd provides estimates for additional labour and material required, over and above the inclusions listed in the quote for standard installation Services, prior to commencing an installation or repair service.

Payments for such additional charges are required upon completion of the relevant job, which will be invoiced to you by Myenergi APAC Pty Ltd. You must not make direct payment of any fees or charges for the Services to Service Personnel. Unless otherwise specified, delivery, decommissioning of existing vehicle chargers and removal of existing vehicle chargers is not included in the service authorisation.

Service Authorisation

You must ensure that a person who is at least 18 years of age is present at the Premises at all times whilst Service Personnel are present at the Premises to provide the Services, and that such person is authorised to approve all completed work and provides such assistance as the Service Personnel may reasonably request in order to provide the Services. If not, the Service Personnel may leave the site and Myenergi APAC Pty Ltd may invoice you for an extra installation site visit.

Access

Installation vehicles, equipment and Service Personnel must have clear and unhindered access to the Premises and all parts of the Premises (including all internal/external locations) where the vehicle chargers are to be installed.

Myenergi APAC Pty Ltd will not be responsible for moving or damage to any of your furniture or valuables which are obstructing access.

Any unit(s) being installed must be onsite prior to commencement, except if delivery is included in the quote for the Services.

If delivery is included in the quote for the Services, the vehicle charger to be installed will be delivered on the day of installation.



Home Charger Installation Service Terms and Conditions

Installation in units, apartments and strata title homes

Installation under Strata Title households is restricted to the Strata/Body Corporate's own regulations and requirements. Cost varies on a case by case basis. Please observe the following responsibilities:

- ensure that the Strata/Body Corp approves the installation of a wall charger before proceeding with the purchase and installation.
- liaise directly with Myenergi APAC Pty Ltd for on-site specific requirements and costs.

IMPORTANT: Significant additional costs on top of the standard installation charges may apply for Strata installations.

Labour Only

Installations do not include any parts or accessories except where specifically listed in the quote for the Services.

Suitability of Services & Release

You acknowledge and agree that Myenergi APAC Pty Ltd. does not provide the Services, makes no representations, guarantees or warranties about the Services, and is not responsible for the performance of the Services by Myenergi APAC Pty Ltd.

It is your sole responsibility to determine the suitability of any Services to your needs, and to ensure that you understand the limitations of any warranty or guarantee provided by Myenergi APAC Pty Ltd. Myenergi APAC Pty Ltd shall have no liability for, and you release Myenergi APAC Pty Ltd from any liability from, any and all damages resulting from your installation of the vehicle charger.

Limited Warranty for Installation Services

Myenergi APAC Pty Ltd will rectify any defect (at no additional charge to you) which arises during the 5 year period commencing on the date the performance of the Services is completed, in the work carried out by Service Personnel when installing a vehicle charger.

This warranty does not extend to:

- normal wear and tear;
- items normally consumed in operation, such as lamps and fuses;
- unpaid or partly paid Services;
- defects notified to Myenergi APAC Pty Ltd later than 30 days from the discovery of such defect;
- or defects arising out of or in connection with:
 - misuse, abuse, neglect, errors, incorrect storage or transportation, or any other act or omission of or by any person other than Myenergi APAC Pty Ltd or its approved service providers;
 - installation, commissioning, repair or alteration (improper or otherwise) of the Services by any person other than Myenergi APAC Pty Ltd or its approved service providers;
 - operation or maintenance that is not in accordance with any instruction manuals, user guides or any similar documentation for the installed vehicle charger and/or instructions specified by Myenergi APAC Pty Ltd;
 - improper climate and environmental conditions where the vehicle charger is used or installed;
 - any vehicle charger being stored for more than 12 months prior to being put into operation;
 - power failure, power surge, lightning, flood, fire, accidental breakage or other events outside of Myenergi APAC Pty Ltd's reasonable control; or
 - a direction from you where Myenergi APAC Pty Ltd or its approved service providers has recommended against following such direction.



A warranty exclusion described above may be discovered by you, by the technician in the field or during the repair of the Supplies in the Myenergi APAC Pty Ltd repair centre. If that warranty exclusion is confirmed by Myenergi APAC Pty Ltd, the logistics, analysis, and associated material, labour and administration costs will be at your expense. If a warranty exclusion is discovered during the repair, the repair will be stopped, you will be notified, and when possible, a repair estimate will be provided.

Due to the evolution of technology, a replacement part may not be compatible with the existing installed system. The warranty does not cover any expenses or costs which might be incurred to configure, retrofit or adapt the replacement part to the existing installation.

All warranties for any parts repaired, replaced or re-performed during the warranty period will expire at the same time as the warranty of the Service as originally supplied.

If you are a consumer for the purposes of the Australian Consumer Law (as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), goods or services supplied by Myenergi APAC Pty Ltd come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are 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.

Electrical

Your existing wiring & switchboard must comply with applicable state/federal standards. Myenergi APAC Pty Ltd will not, under any circumstance, move, alter or install electrical outlets or undertake wiring & switchboard upgrades unless such work is included in the scope of works for the Services.

Privacy

You consent to your motor dealer providing Myenergi APAC Pty Ltd with your contact details and information about the services you have purchased. You consent to all of the uses and disclosures of your contact details and information described in Myenergi APAC Pty Ltd.

Privacy Policy which can be accessed at:

www.myenergi.com.au

Myenergi APAC Pty Ltd may also disclose information about you to its related companies, contractors and installers and its other suppliers (including to any person situated outside Australia) for the purpose of:

- Booking, co-ordinating and providing the requested service(s);
- Quality assurance;
- Offering additional or new products and services related to the products or services provided to you;
- Providing offers, services and benefits from Myenergi APAC Pty Ltd.

You consent to these parties contacting you, including by email, SMS, mail or telephone, for the purposes set out above.



Warranty Policy

These warranty terms and conditions are applicable by Myenergi APAC Pty. Ltd. and cover the supply of the products and services of Myenergi APAC Pty. Ltd. (Warranty).

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are 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. The rights described in this Warranty are in addition to the rights you have as a consumer under the Australian Consumer Law.

This Warranty does not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law, including the Australian Consumer Law.

1. What is covered by this Warranty

Unless otherwise specified in writing by Myenergi APAC Pty Ltd. and subject to the terms of this Warranty policy, Myenergi warrants that any zappi 7kW supplied by Myenergi APAC Pty Ltd. will be free from manufacturing defects or malfunctions during normal use for the following periods (each a Warranty Period):

Motor dealerships, for the purpose of installation

at the business' location, 1 year from the date of original delivery; and

a. in respect of the RFID card supplied with each Myenergi zappi, 1 year from the date of original delivery; and

b. in respect of all other aspects of the Myenergi zappi:

i. if supplied to dealership for the purpose of installation at the dealer's facility location, 3 years from the date of original delivery;

ii. if supplied to hotels, resorts and other business venues that are a dealership, for the purpose of installation at the business' location, 1 year from the date of original delivery; and

iii. if supplied to individuals for the purpose of installation at a residential address, 3 years from the date of original delivery.

To be entitled to claim under this Warranty, the defect or malfunction in the Myenergi zappi must appear within the applicable Warranty Period.

2. Exclusions (subject to the Australian Consumer Law)

To the maximum extent permitted by law and subject to the Australian Consumer Law, Myenergi APAC Pty Ltd. is not liable under this

Warranty for or in respect of:

a. any accessories or other items separate to the Myenergi zappi (for example, connecting cables that are separately supplied);

b. normal wear and tear;

c. minor issues in the Myenergi zappi which do not substantially interfere with the ordinary use of the Myenergi zappi (for example, changes in cosmetic appearance that do not affect performance);

d. unpaid or partly paid supplies;

e. if Myenergi APAC Pty Ltd. has supplied the Myenergi zappi as an "EV Aid", Myenergi zappi that are not installed within 3 months from the date of original delivery;

f. defects notified to Myenergi APAC Pty Ltd later than 7 calendar days from the discovery of such defect;

g. any defect that is unrelated to the condition of the Myenergi zappi at the time it was supplied to you, including damage or

faults caused by:

i. improper transportation, storage or installation of the Myenergi zappi after the date of original delivery;

ii. modification, alteration, disassembly or attempted repair of the Myenergi zappi by any person other than Myenergi APAC Pty Ltd. or its authorised representative;

iii. operation or maintenance that is not in accordance with the Myenergi zappi instructions manual, including where the Myenergi zappi is not used with the specified power supply requirements;

iv. improper climate and environmental conditions where the Myenergi zappi is placed, installed or used, including where the Myenergi zappi is exposed to direct sunlight, rain or snow; or

v. fire, water damage, power surges, accidental breakage or other events outside of Myenergi APAC Pty Ltd.'s reasonable control, including any lost, stolen or damaged Myenergi zappi or parts of Myenergi zappi (for example, the RFID card); and

h. with respect to individuals who purchase the Myenergi zappi for installation at a residential address, use of the Myenergi zappi for a commercial purpose.

This Warranty is not transferable. It is limited to the original customer specified in the original tax invoice or supply agreement.

A Warranty for any Myenergi zappi (including parts) that is repaired or replaced during an applicable Warranty Period, will expire at the same time as the Warranty for the product as originally supplied.

An exclusion described above may be discovered by you, by an electrician or by a person authorised by Myenergi APAC Pty Ltd. If the Warranty exclusion is confirmed by Myenergi APAC Pty Ltd, you may be charged associated labour and administration costs. If a Warranty exclusion is discovered during a repair by a person authorised by Myenergi APAC Pty Ltd, the repair will be stopped, you will be notified and a repair estimate may be provided.

3. How to make a claim under this Warranty

To make a claim under this Warranty, you must:

- a. cease using the Myenergi zappi immediately after the defect or malfunction appears;
- b. notify Myenergi APAC Pty Ltd. within 7 calendar days after the defect or malfunction appears; and
- c. provide Myenergi APAC Pty Ltd. with a copy of the original tax invoice or supply agreement, and photos or videos evidencing the defect or malfunction.

To make a claim, you can contact 1300 743 443 or by emailing apac.sales@myenergi.com. Once a claim has been submitted, Myenergi APAC Pty Ltd. will endeavour to assess your claim and respond within 10 business days.

You will bear the expense of making the claim. Myenergi APAC Pty Ltd. will bear the expense of labour, freight and administrative costs if Myenergi APAC Pty Ltd. assesses that a valid claim has been made under this Warranty policy.

4. Remedies

If the Myenergi zappi is determined by Myenergi APAC Pty Ltd. to have a manufacturing defect or malfunction within the terms of this Warranty policy, Myenergi APAC Pty Ltd. will, at its own election, either replace the Myenergi zappi or component with the same or comparable model, or repair it.

Any available remedy under this Warranty relates to the Myenergi zappi only, and not any accessory or other item separate to the Myenergi zappi (for example, connecting cables that are separately supplied).

To the extent that the Myenergi zappi or component is capable of retaining user-generated data, you should be aware that repairs may result in the loss of that data.

5. What if I have questions or concerns?

This Warranty is given by Myenergi APAC Pty. Ltd.

You may direct any questions or concerns to 1300 743 443, apac.sales@myenergi.com or:

Myenergi APAC Pty. Ltd.

31/536 Clayton Road,

Clayton South,

Melbourne, Victoria, 3169

