

Terms and conditions

Valid from: 4 May 2021

1 YOUR ACCEPTANCE

- (a) This agreement (**Terms**) sets out the terms and conditions on which JET Charge Pty Ltd ACN 600 116 756 (referred to as **JET Charge, we, our** or **us**) provides and you receive JET Charge products and services.
- (b) You acknowledge and agree that you are authorised to accept these Terms as the owner or a lawfully authorised representative of the owner of a premises onto which electric vehicle (**EV**) charging equipment (**EV Equipment**) has been or will be installed (**Premises**), or are validly authorised by a lawfully authorised representative of the owner of the Premises to accept these Terms on behalf of the owner of the Premises.
- (c) You agree to be bound by these Terms when you:
 - (i) successfully register for the electric vehicle grid trial (**EV Grid Trial**) at evgrid.com.au and check the box "I accept these terms";
 - (ii) apply for and permit the installation of EV Equipment at a Premises by JET Charge (or its nominee) (**JET Charge Equipment**);
 - (iii) accept any quote for the supply and installation of EV Equipment by JET Charge (**Quote**); or
 - (iv) access and use, or allow a third party to access and use, any JET Charge Equipment.
- (d) If you access any JET Charge Equipment using an EV which does not belong to you, the act of doing so will also bind the owner of the EV you are operating and you warrant your authority to do so.
- (e) By agreeing to be bound by these Terms, you also consent to us collecting, using and disclosing your information on the terms of these Terms and JET Charge's Privacy Policy (available at www.jetcharge.com.au (**Website**)) (**Privacy Policy**).
- (f) JET Charge may from time to time review and update these Terms to take account of new laws, regulations, products, technology or other relevant changes in circumstances or its business. Your use of JET Charge Equipment will be governed by the most recent Terms posted on the Website. By continuing to use the JET Charge Equipment, you agree to be bound by the most recent Terms. We encourage you to check the Website regularly for updated versions of the Terms.

2 SUPPLY AND INSTALLATION

- (a) JET Charge agrees to provide and you agree to purchase the EV Equipment and the installation of the EV Equipment as specified in the EV Grid Trial agreement between you and your distribution network service provider (**Supplies**) on these Terms.
- (b) JET Charge will endeavour to deliver and install the EV Equipment on a date and time as agreed between you and JET Charge, however that date and time may be subject to change. JET Charge will notify you in advance of any changes to the date or time.

- (c) You grant us permission to enter and remain at the Premises to:
 - (i) conduct site inspections (where required); and
 - (ii) deliver and install the EV Equipment.
- (d) You must:
 - (i) ensure we are given safe access to the Premises when we come to conduct the site assessments or install the JET Charge Equipment;
 - (ii) ensure that a person of at least 18 years of age is present when we come to conduct the site assessments or install the JET Charge Equipment to provide us with access to the areas of the Premises that we need access to, electrical power and internet access (where required) and reasonable assistance with using your systems; and
 - (iii) pay all data charges (if any) associated with the installation services (including but not limited to downloading any software, software updates, and drivers).
- (e) If you ask us to install the EV Equipment in a particular way and we tell you that we do not recommend that method of installation, we are not responsible for any loss that results from acting in accordance with your instructions.

3 VARIATIONS

If a variation to a Quote is required, we will not undertake that variation unless a variation document (which may take the form of an amended Quote) (**Variation Document**) has been agreed to by you and us. Once the Variation Document has been agreed, all references in these Terms to a Quote or an Amount Payable are references to the Quote and Amount Payable as varied in accordance with the Variation Document.

4 USE OF JET CHARGE EQUIPMENT

- (a) You agree not to use, or attempt to use, the JET Charge Equipment for any purpose other than to charge your EV and then only to the extent that your EV is compatible with the JET Charge Equipment.
- (b) When you or any other person is using the JET Charge Equipment, you agree to ensure that you or any such person comply with all applicable instructions, laws and regulations. In particular, to:
 - (i) take reasonable care for your or their health and safety and the health and safety of those around you or them;
 - (ii) not use or attempt to use the JET Charge Equipment and any information, documents and other materials provided by JET Charge in an unlawful manner, including to infringe our or any other person's intellectual property; and
 - (iii) comply, as far as reasonably possible, with any reasonable instruction that is given by JET Charge or any other relevant person. This means complying with the relevant EV manufacturer's instructions and any instructions for use of the JET Charge Equipment

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(which may be amended by JET Charge from time to time).

- (c) You acknowledge that we are not physically supervising the use of the JET Charge Equipment and that you and any other people who are using or have access to the JET Charge Equipment do so at their own risk.

5 PRICING

- (a) Quotes provided by JET Charge are only valid in writing and for 30 days from the date of the Quote unless otherwise specified. Quotes are subject to the Supply being available at the time these Terms are entered into.
- (b) Once you have accepted a Quote, you will not be able to cancel, terminate or modify the Quote or these Terms in whole or in part.
- (c) The prices payable for any Supply is quoted in Australian dollars (AUD) and, unless otherwise specified, exclusive of all taxes.

6 PAYMENT

- (a) You must pay the amounts specified in the Quote and any other amounts that become payable under these Terms (**Amount Payable**) in accordance with these Terms.
- (b) Once we have completed the installation of the EV Equipment, we will issue an invoice and you must pay the amounts set out in that invoice by the payment due date and using the methods set out in that invoice.
- (c) If any invoiced amounts or another other amounts that become payable under these Terms are not received by JET Charge when due, JET Charge will be entitled to interest on the unpaid amount from the due date until the date it is paid. The interest will be the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2%, calculated daily, and at our discretion, compounded monthly. JET Charge may also charge all or part of the costs incurred in collecting amounts due for payment, including reasonable legal fees, court costs, and associated expenses.
- (d) If you do not pay the Amount Payable on the due date for payment, you authorise JET Charge to enter any location where the JET Charge Equipment is located to retake possession of the EV Equipment without liability for trespass or damage.

7 OWNERSHIP AND RISK

- (a) Ownership of the JET Charge Equipment will pass to you on full payment of the Amount Payable.
- (b) Risk in the JET Charge Equipment will pass to you when the JET Charge Equipment is installed at the Premises.

8 STATUTORY GUARANTEE

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 JET Charge 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.

9 JET CHARGE WARRANTY

JET Charge warrants that the Supplies will be free of defects in material and workmanship in accordance with the JET Charge warranty statement attached to these Terms.

10 TERMINATION

- (a) Either party may terminate this agreement if the other party breaches these Terms.
- (b) If you terminate this agreement in accordance with clause 10(a), we are entitled to receive a reasonable amount for the Supplies provided and any costs incurred in connection with the Supplies up to the date of termination. This amount will not exceed the amount we would have been entitled to receive under these Terms. If you require removal of any EV Equipment, the costs for that removal will be agreed between the parties.
- (c) The termination of this agreement will not affect the rights of either party to recover from the other party any moneys due under these Terms or in connection with any cause of action, whether by way of contract, tort, indemnity or otherwise.

11 INTELLECTUAL PROPERTY

- (a) As between the parties, JET Charge owns all intellectual property rights in and to:
 - (i) any Material provided, created or developed by or on behalf of JET Charge in connection with this agreement; and
 - (ii) any modifications or enhancements to such Material, (**JET Charge IP**).
- (b) Upon payment in full for the Supply, JET Charge grants you a non-exclusive, perpetual, irrevocable, royalty free licence to use JET Charge IP solely in order to enjoy the full benefit of the Supplies.
- (c) As between the Parties, JET Charge owns all Material provided, created or developed in connection with this agreement.
- (d) You must not:
 - (i) create derivative works based on, or directly or indirectly derive any income from any JET Charge IP;
 - (ii) access, copy, frame or mirror any JET Charge IP, other than copying or framing on its own intranet or otherwise for its own internal business purposes;
 - (iii) rent, lease, reverse engineer, decompile or disassemble any JET Charge IP; and
 - (iv) directly, indirectly or take steps to register or apply for, any JET Charge IP or any Intellectual Property Rights substantially similar to any JET Charge IP.
- (e) In this clause 11, **Materials** means any hardware, software, firmware, tools, documentation, reports, data, diagrams, procedures, plans or other material.

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12 LIMITATION OF LIABILITY

- (a) We will not be responsible for any loss or damage as a result of any of the following:
- (i) your breach of these Terms;
 - (ii) misuse, abuse, neglect, or any other act or omission of or by any person other than JET Charge or its approved service providers, in respect of the Supplies;
 - (iii) installation, commissioning, repair or alteration (improper or otherwise) of the Supplies by any person other than JET Charge or its approved service providers;
 - (iv) operation or maintenance that is not in accordance with Supply specifications, documentation and/or instructions specified by JET Charge, including in relation to software and firmware updates; or
 - (v) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause;
 - (vi) interruptions in wireless or mobile services;
 - (vii) interruptions attributable to unauthorised network intrusions;
 - (viii) interruptions in services provided by any internet service provider; or
 - (ix) lightning, flood, fire, water damage, accidental breakage or any other events outside of JET Charge's reasonable control.
- (b) No party will be liable for any consequential loss suffered by the other party, including any loss of revenue, profit or anticipated savings, or any loss suffered as a result of business interruption.

13 INDEMNITY

To the extent permitted by law, you will be liable to us and must keep us indemnified against any loss, damage, liability, expense, payment or cost (**Loss**) arising out of any claim or demand against us by you or any other person, which arises from or is connected with any Supply or JET Charge Equipment, or your use or anyone else's use of any JET Charge Equipment, unless the Loss is caused by our wilful default, negligence or breach of these Terms or any law.

14 GENERAL

- (a) (**Severability**) If a provision of this agreement is wholly or partly invalid or unenforceable, the provision or part will be treated as deleted from this agreement without affecting the validity or enforceability of the remaining provisions.
- (b) (**Exercise and waiver of rights**)
- (i) The rights or remedies available to either party are cumulative and do not affect any other right or remedy of that party under this agreement or Law.
 - (ii) Any failure to exercise any right or remedy available to either party, or any partial exercise of any right or remedy does not limit the party's respective rights to exercise that or any other right or remedy.
 - (iii) Any waiver to the terms of this agreement must be done in writing.

- (c) (**Survival**) Clauses 4 and 8–13 survive termination of this agreement.
- (d) (**Set off**) JET Charge may set off any amounts payable by you to JET Charge against any amount payable to you by JET Charge.
- (e) (**Governing law**) This agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia.

15 ENTIRE AGREEMENT

- (a) This agreement represents the entire agreement between you and us in relation to the Supplies and supersedes all prior discussions, negotiations, understandings and agreements in relation to the Supplies. To the extent permitted by law, all implied terms are excluded.
- (b) If any statute implies any term into these Terms, and that statute prohibits the exclusion of that term, then that term will be taken to be included in these Terms. However, the liability of JET Charge for any breach of such a term will be limited, to the extent permitted by law, to:
- (i) repair, replacement or re-performance of the Supplies in whole or in part; or
 - (ii) payment of the cost of repairing, replacing or re-performing the relevant Supply.

16 READING AND INTERPRETING THIS AGREEMENT

- (a) In this agreement:
- (i) headings and bold type are for convenience only and are not intended to affect the interpretation of this agreement;
 - (ii) where context requires, words in the singular include the plural, and vice versa;
 - (iii) unless expressly stated otherwise, a reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this agreement;
 - (iv) any inclusive language is to be interpreted as without limitation;
 - (v) any consent or approval that may be provided by a party may or may not be provided at that party's absolute discretion;
 - (vi) a reference to days mean calendar days;
 - (vii) a reference to a person includes any individual or entity, including partnerships, joint ventures or associations, whether incorporated or unincorporated; and
 - (viii) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns.

Warranty statement

Applicable supply

These warranty terms and conditions are applicable to the following supplied by JET Charge Pty Ltd (**JET Charge**): Supply and installation of electric vehicle charging equipment (**Supply**).

Warranty

The Supplies are warranted by JET Charge to be free from defects in materials and workmanship for a period of:

- in respect of vehicle manufacturer branded electric vehicle charging equipment (**EV Equipment**), the warranty period specified by the vehicle manufacturer;
- in respect of any other EV Equipment, the warranty period specified in the quote provided to the customer (**Warranty Holder**) in respect of the Supplies; and
- in respect of JET Charge installation services in respect of the EV Equipment, 5 years from the date of supply,

(**Warranty Period**) and in accordance with these warranty terms and conditions (**Warranty**).

The Warranty does not apply to:

- normal wear and tear;
- items normally consumed in operation, such as lamps and fuses;
- unpaid or partly paid Supplies;
- defects notified to JET Charge 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 JET Charge or its approved service providers;
 - installation, commissioning, repair or alteration (improper or otherwise) of the Supplies by any person other than JET Charge or its approved service providers;
 - operation or maintenance that is not in accordance with Supply specifications, documentation and/or instructions specified by JET Charge, including in relation to software and firmware updates;
 - JET Charge is not provided with access to telemetry data within 48 hours of a reported fault or failures due to telecommunications networks;
 - improper climate and environmental conditions where the Supplies are used or installed;
 - any Supplies 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 JET Charge's reasonable control; or
 - a direction from the Warranty Holder where JET Charge or its approved service providers has recommended to the Warranty Holder 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 JET Charge repair centre. If that warranty exclusion is confirmed by JET Charge, the logistics, analysis, and associated material, labour and administration costs will be charged to the Warranty Holder.

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 Supply 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 Supply to the existing installation.

All Warranties for any Supplies repaired, replaced or re-performed during the Warranty Period will expire at the same time as the Warranty of the Product or Services as originally supplied.

Unless otherwise agreed in writing by JET Charge, any warranty on third party products is limited to the warranty given by the manufacturer of those products and, to the maximum extent permitted by law, JET Charge gives no additional warranties in relation to them.

Warranty claims

All warranty claims must follow the processes outlined below to be valid.

The claim must be made using one of the following methods:

by calling the customer service hotline specified below; or via the online ticket service at the email specified below.

The following information must be provided:

- description of the problem;
- charging station ID;
- address of site of installation;
- if applicable, the error shown on the charging station (a photograph of the LCD showing the error in .jpg format is recommended);
- details of Warranty Holder (complete address and name of the contact person); and
- email address of Warranty Holder.

If it is proven to JET Charge's reasonable satisfaction that the defect in the Supplies provided by Jet Charge is covered by the Warranty, JET Charge's liability will be limited to, at its discretion and to the extent permitted by law:

- repair, replacement or re-performance of the Supplies in whole or in part; or
- payment of the cost of repairing, replacing or re-performing the relevant Supply.

Statutory guarantee

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 JET Charge 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.

Customer service and technical support

Head office postal address:

91 Munster Terrace
North Melbourne
VIC 3051

Contact:

1300 856 328
warranty@jetcharge.com.au