



Part of Energy Queensland

Terms and Conditions of Sale

Effective Date: 1st October 2023

Special Conditions – Warranty for EV Chargers

Our Goods come with guarantees that cannot be excluded under the ACL. 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.

The following warranty terms apply in addition to the consumer guarantee rights under the ACL described above (or any equivalent statutory provision) to which the Customer may be entitled, and are not intended to exclude any other rights and remedies the Customer has in relation to the Goods to which this warranty relates:

- (a) The warranty is provided by: Yurika Pty Ltd, Level 4, 26 Reddacliff Street, Newstead QLD 4006, T: 1300 624 122, E: YurikaEVSE@yurika.com.au.
- (b) Subject to the other terms of these Special Conditions, this warranty covers all Defects that are due to the faulty material or workmanship of any part of a supplied EV Charger during the Warranty Period ("**Warranty**"). The Warranty does not apply in relation to any part of the EV Charger which is a consumable.
- (c) The Warranty Period will commence on the date of delivery of the EV Charger to the Customer ("**Delivery Date**").
- (d) During the Warranty Period, when a Defect is identified, Yurika will do the following in order to remedy the Defect:
 - (i) if the Defect occurs less than 12 months after the Delivery Date:
 - (A) Yurika shall (at its option, acting reasonably) repair, replace or supply an equivalent part or EV Charger (or pay the cost of doing so); and
 - (B) where services need to be provided at the Customer's site to remedy the Defect, Yurika shall cover the cost of such services;
 - (ii) if the Defect occurs more than 12 months after the Delivery Date:
 - (A) Yurika shall replace the part or EV Charger with (at its option, acting reasonably) a new or used part or complete EV Charger; and
 - (B) where services need to be provided at the Customer's site to remedy the Defect, the Customer shall cover the cost of such services; and
 - (iii) irrespective of when the Defect occurs, the Customer shall be responsible for the cost of delivery of any part or complete EV Charger that is delivered to the Customer's delivery site.
- (e) The provision of the Warranty is subject to, and conditional on:
 - (i) the EV Charger being properly handled, used and operated at all times, and also maintained in accordance with sub-clause (f) below;

- (ii) no unauthorised repairs or alterations having been made following delivery of the EV Charger to the Customer;
 - (iii) the Defect not having resulted from any failure by the Customer to accept an Update or Upgrade that was recommended by Yurika at the time of the sale of the EV Charger, or at any subsequent time prior to the Customer identifying the Defect; and
 - (iv) the Defect not being due to fair wear and tear.
- (f) The Warranty is conditional on the Customer completing preventative maintenance for the EV Charger in accordance with the requirements advised by Yurika (including on behalf of the Manufacturer) at the time of the sale of the EV Charger, or at any subsequent time prior to the Customer identifying the Defect. Preventative maintenance must only be completed by personnel who have completed all prescribed accredited training for such maintenance.
- (g) In order to claim the warranty, the Customer must send its claim for remedy of the Defect (supported by appropriate documentary and, if necessary, photographic evidence) to the address or email address listed in sub-clause (a).
- (h) For the purposes of these Special Conditions:
- (i) **Defect** means an error or defect in the EV Charger due to faulty material or workmanship for which the Manufacturer is responsible;
 - (ii) **EV Charger** means a piece of equipment, manufactured by the Manufacturer, that supplies electrical power for charging plug-in electrical vehicles;
 - (iii) **Manufacturer** means Siemens Ltd or one of its related bodies corporate;
 - (iv) **Software** means any software supplied by the Manufacturer and made available by Yurika to the Customer for use in or in connection with the EV Charger and includes, as applicable:
 - (A) the machine-executable object code version of the software;
 - (B) any microcode (firmware) embedded in the Equipment;
 - (C) any related user documentation; and
 - (D) any adaptation, copy, derivation, development, enhancement, improvement, modification, translation, Update or Upgrade of that software;
 - (v) **Update** means any software supplied by the Manufacturer which has been produced primarily to overcome defects in, or to improve the operation of the Software (including bug fixes and patches) without significantly improving the functionality or performance of that software;
 - (vi) **Upgrade** means any software supplied by the Manufacturer which has been produced primarily to extend, alter or improve the Software, by providing additional functionality or performance enhancements; and
 - (vii) **Warranty Period** means 3 years.