



## LIMITED WARRANTY

THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE ORIGINAL PURCHASER ("PURCHASER") OF THE DELTA ELECTRONICS, AUSTRALIA ELECTRIC VEHICLE CHARGING STATION ("EV Charger").

IMPORTANT: It is the Purchaser's obligation to register the EV Charger with Delta Electronics, Australia and failure to do so may delay warranty support. To register a EV Charger online, go to Delta Electronics, [www.delta-es.com.au](http://www.delta-es.com.au) or call +61 3 9543 3720 for assistance.

Delta Electronics, Australia Pty Ltd ("Delta") warrants to the Purchaser that the EV Charger will be free from defects in materials and workmanship for a period of two years from the date of purchase ("Warranty Period"). This warranty is valid for purchasers located in Australia and New Zealand only.

ALL WARRANTY CLAIMS MUST BE MADE WITHIN THE WARRANTY PERIOD AND PROOF OF PURCHASE ACCEPTABLE TO DELTA ELECTRONICS, AUSTRALIA MUST BE SUPPLIED.

The sole and exclusive remedy for any EV Charger found to be defective is repair or replacement, at the option of Delta. The warranty covers both parts and factory labour necessary to repair the EV Charger, but does not include any onsite labour costs related to uninstalling or reinstalling the repaired or replacement EV Charger.

This warranty does not cover cosmetic damage such as scratches and dents, or normal aging. Repair parts and replacement EV Chargers may be either new or reconditioned at Delta's discretion. Any replacement EV Chargers so furnished will be warranted for the remainder of the original Warranty Period. Should Delta be unable to repair or replace the EV Charger with a comparable Delta product of Delta's choice, Delta will refund the purchase price of the EV Charger to you.

This warranty does not cover the cost of freight to return the EV Charger to Delta. This warranty does include freight to ship repair parts and or a replacement EV Charger to the Purchaser, using a shipping carrier of Delta's choice.

This warranty covers only those defects that arise as a result of normal use of the EV Charger and does not cover EV Chargers subject to improper installation, improper connections with peripherals, external electrical faults, accident, disaster, misuse, abuse, neglect, improper maintenance and care, modification, disassembly, operation outside of the EV Charger specifications or in a manner inconsistent with instructions regarding use.

This warranty does not apply if the EV Charger's original identification markings (for example, serial numbers and trademarks) have been defaced, altered or removed. The EV Charger is not certified for plugin applications and any modification to create a plugin application will void this



warranty.

The existence of a defect shall be determined by Delta in accordance with procedures established by Delta. No one is authorised to make any statement or representation altering the terms of this warranty.

This warranty gives the Purchaser specific legal rights. The Purchaser may also have other rights which vary from state to state.

To the extent that this warranty is inconsistent with applicable law, this warranty will be deemed modified to be consistent with such local law.

**Disclaimer**

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY, DELTA ELECTRONICS, AUSTRALIA MAKES NO WARRANTY WITH RESPECT TO THE EV CHARGER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. DELTA ELECTRONICS, AUSTRALIA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DELTA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE EV CHARGER.

**Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DELTA, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE FOR ANY, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY EVEN IF DELTA ELECTRONICS, AUSTRALIA AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**To Obtain Warranty Service**

To obtain warranty service during the Warranty Period, the Purchaser may contact Delta Technical Support Services at or email to [evcs.support@deltaww.com](mailto:evcs.support@deltaww.com) for assistance. A Delta agent will troubleshoot the EV Charger and determine if it has a defect, and if it is covered under this warranty.

In connection with a warranty inquiry, you will be asked for each of the following:

1. Your name and address;
2. A detailed description of the problem you are experiencing with the EV Charger;
3. The model number and serial number of the EV Charger;
4. Proof of purchase; and
5. Return Shipping information.

If Delta confirms a defect covered under this warranty, you will:

- Obtain a Return Materials Authorization Number (RMA#) number from Delta;



- Directed to ship the EV Charger, at your expense, in accordance with the instructions provided by Delta, in either its original package or packaging providing the EV Charger with a degree of protection equivalent to that of the original packaging, to Delta at the address so instructed at that time.
- You agree to obtain adequate insurance to cover loss or damage to the EV Charger during shipment and you understand prior to receipt by Delta, you assume risk of any loss or damage to the EV Charger.
- If the EV Charger is covered under this warranty, Delta will either repair or replace the defective EV Charger at no charge to you and ship the repaired or replaced EV Charger back to you at Delta's expense, using a carrier of Delta's choice.
- Any EV Charger that is found by Delta to be out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced upon your approval and payment of Delta's standard charges.
- Delta is not responsible for any unauthorized shipments to Delta, and under no obligation to return the EV Charger, at its expense. If you do not contact Delta within five (5) business days of its delivery, Delta will dispose of the shipment in a manner of its choice without any liability to you. Any damage incurred returning an unauthorized shipment back to you is not's responsibility.
- This warranty is not transferable to subsequent owners of the EV Charger. No attempt to alter, modify, or amend this warranty shall be effective unless authorized in writing by an officer of Delta. This warranty shall be governed by and construed in accordance with the laws of the State of Victoria, exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. Delta Electronics, Australia reserves the right to amend this warranty policy as required.