



Warranty Terms and Conditions of Supply for EVI Products (Australia & New Zealand)

Document valid from: January 1, 2023

1. DEFINITIONS

FIMER: Marici Australia Pty Limited ABN 14 636 336 671, 84-90 Hotham Street, Preston VIC 3072

Customer(s): the subject who has purchased the Product(s).

Parties: the Customer and FIMER.

Party: the Customer and/or FIMER.

Product(s): the electric vehicle chargers manufactured by FIMER

2. WARRANTY - CLAIMS

FIMER provides the Customer with the following warranties, as described below:

2.1. WARRANTY PLAN

The Warranty Plan for the Product(s) covers the material and labour required for the repair of the Product at the FIMER repair centre or on site, at the sole discretion of FIMER.

2.2. WARRANTY DURATION

Warranty Plan for EVI products have a duration of 2 (two) years as of the original date of purchase of the Product by the Customer.

At the time of the original purchase, the Customer may also decide to purchase a warranty extension of an additional period of 3 (three) years (i.e., in this case the Warranty Plan will be equal to a period of 5 (five) years as of the date of purchase).

2.3. CLAIMS UNDER WARRANTY

All claims under Warranty must follow the procedures described below.

Warranty Claims must be made using the following method:

- Via phone Hotline (1800 769 663 or +61 2 8790 2720).
- Via web form
<https://www.fimer.com/contact/contact-us/submit-your-inquiry>

Mandatory information to provide:

- Product Model
- Proof of purchase for the Product concerned
- Serial number (S/N) of the Product figuring on the Product label (it is recommended that a picture of the Product label is provided in .jpg format)
- Description of the problem and, where applicable, the error code displayed on the Product
- Contact details of Customer or legal owner of the Product - complete name, address (site of installation), email and phone number
- Contact details of the party requesting assistance (if not the Customer or legal owner) - name, email, phone number and full address of the contact person

FIMER will provide a CARE code associated with the claim. The CARE code must be indicated in all correspondence throughout the handling of the claim.

In case of noncompliance with the procedure or inaccurate or incomplete information, FIMER will not take the claim into consideration.

FIMER shall invoice all expenses and costs incurred by the inspection and transportation of the returned Product (or Product inspected on site, as appropriate) that do not present defects after being inspected by FIMER.

2.4. HANDLING OF CLAIMS

Claims shall be handled following one of the following procedures, at the sole discretion of FIMER:

- Return and repair
- Replacement with new, reconditioned or equivalent product at the sole discretion of FIMER
- On-site repair. In this case material replacement is under warranty (free of charge) but the travel and



accommodation costs of FIMER technicians must be paid by the Customer, the estimated amount of which will be provided to the Customer in advance

- Possible reimbursement, at the sole discretion of FIMER

*Refer to Table 1 for list of services.

The above Warranties are exclusive and supersede any other quality and performance warranties, whether written, verbal or implicit; any other guarantees, including any implied warranties of merchantability or fitness for a particular purpose, are hereby excluded by FIMER.

2.5.ON-SITE ASSISTANCE

In case of on-site assistance, as decided by FIMER, the qualified technician shall be selected by FIMER. For this kind of assistance, the Customer is required to (and is responsible for) ensuring access to the system and providing the necessary equipment for this purpose (scissor lift, for example).

The Customer shall also ensure that the plant and the work environment is provided with the appropriate health and safety requirements envisaged by law.

The qualified technician may refuse to perform an operation where the conditions set out by the health and safety regulations are not met. Should the above conditions not be met, FIMER shall charge the Customer any costs, including –but not limited to– the costs relating to the qualified technician who could not access the site and/or the Product.

2.6.WARRANTY DISCLAIMER

Warranty claims are excluded in the following cases:

- Expiration of the Warranty Period.
- Mechanical damage during transportation of the defective unit when the Product is conveyed under the responsibility of a third party.

- Any modification made to the Product that has not been authorized by FIMER.
- Improper installation or commissioning.
- Improper use of the Product.
- External event (over-voltage, malfunction of other components of the system causing the Product to break down, etc.).
- Failure to comply with the Product documentation (Product manual, installation instructions, preventive maintenance).
- Force majeure, including –but not limited to– lightning, over-currents, pandemic or epidemic, natural disasters and fires.
- External agents, including acid rain, salt, vandalism or other pollutants.
- Failure to (properly) implement safety rules.
- Use in combination with unauthorized equipment, products or materials, as per FIMER documentation.

Given the evolution of the technology, the replacement unit or a new device available at the time of the claim may not be compatible with the installed system. The Warranty does not cover any expenses and/or costs incurred as part of the configuration, update or adjustment of the system to enable the installation of the Product. Unless otherwise agreed, FIMER shall not pay any financial compensation, including –but not limited to– compensation for unavailability of the Product during any assistance activities, including preventive and corrective maintenance.

Spare parts for preventive maintenance and consumables are not covered by the Warranty (e.g., overvoltage protection devices, fuses, etc.).

3. Legal aspects

This factory warranty is freely provided by FIMER and does not prejudice in any way the



Product's conditions of sale, including any warranty provided by a third-party entity from which it has been purchased. This factory warranty supersedes any warranty terms and conditions that have been in force previously.

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. Any expressed or implied contravention of the Australian Consumer Law contained within this document is unintentional.

Except for the mandatory limits of the law, FIMER shall not be required to indemnify the Customer for any indirect and/or consequential loss or damage. By way of example and not exhaustively, FIMER shall not be liable for any costs and/or damages related to loss of turnover, loss of profit, loss of contract, loss of opportunity and/or business interruption arising from any warranty claim. On no account shall FIMER indemnify the Customer for any damage, due on any basis whatsoever, for which the Customer has been demanded to make compensation to third parties.



Table 1

Definition	Flexa AC Wallbox	Flexa AC Station	Electra DC Station
Warranty Default duration (months)	24	24	24
Extended duration (total months; must be purchased with the product)	60	60	60
Costs related to repair material and labour at the Repair Centre	Included	Included	Included
Removal and reinstallation costs	Not included	Not included	Not included
Shipping costs for the return of the faulty unit (to the destination indicated by FIMER)	Not included	Not included	Not included
Costs related to the shipping of the repaired (or replacement) unit to the Customer	Included	Included	Included
Early replacement unit (where technically possible; alternatively, on-site repair)	Not included	Not included	Not included
On site repair at sole discretion of FIMER (site intervention – travel and accommodation cost not included)	Not applicable	Included	Included
Technical Service toll-free number	1800 769 663	1800 769 663	1800 769 663
Preventative maintenance	Not included	Parts available for purchase	Parts available for purchase