

HOME CHARGER INSTALLATION SERVICES TERMS & CONDITIONS

# **HOME CHARGER INSTALLATION SERVICES TERMS & CONDITIONS**

SAIC Motor Australia Pty. Ltd. (Trading as MG Motor) has partnered with JET Charge Pty Ltd (JET Charge) who specialises in the provision of home charger installation services. MG Motor and JET Charge are each independent companies, and are not and will not be considered as joint venturers, partners, representatives or agents of each other. MG Motor may amend these terms and conditions from time to time without notice.

## INTERPRETATION

"Booking Platform" means the online portal accessible at https://jetcharge.com.au/mg-charging-equipment-form/
"Service Personnel" means the qualified installers appointed by JET Charge to perform the Services on behalf of
JET Charge.

"Premises" means the premises at which the Services are to be performed, as specified in the
booking form or quote issued by JET Charge.

"Services" means (a) the standard installation services to be performed by JET Charge as set
out in the booking form or quote issued by JET Charge to you; and
(b) any additional services which JET Charge agrees in writing to provide to you.

"JET Charge" means JET Charge Pty Ltd ABN 35 600 116 756 trading as JET Charge.

### **ACKNOWLEDGEMENT REGARDING SUBCONTRACTING**

You acknowledge that JET Charge will perform the Services. The Service Personnel who attend at the Premises will be contractors engaged by JET Charge to perform the Services, or employees or sub-contractors of such contractors.

### INFORMATION PROVIDED BY YOU

You warrant to MG Motor that all information provided by you in relation to the Services and the Premises (including all such information provided by you at your MG Motor dealer on the day you paid for all or part of the Services and all such information provided by you through the Booking Platform) is correct and complete. If this is not the case, in addition to its other remedies available at law, JET Charge may refuse to provide the Services and/or require the payment of extra fees.

## **DEPOSIT, CANCELLATIONS AND REFUNDS**

Your deposit is not transferable or assignable to another party without the prior written approval of MG Motor. Your deposit will be applied to the purchase of your vehicle charger and payment of the Services. You may cancel your order for either or both of the vehicle charger and cost of Services at any time prior to installation of your vehicle charger. To do so, you must request a deposit refund via your MG Motor dealer. Your deposit will not be held in an escrow or trust fund. You will not receive any interest on your deposit.

If for any reason the purchase of your vehicle does not proceed but your home charger has been installed at the Premises, please contact your MG Motor dealer who will explain your available options. You may incur a deinstallation fee if you choose to have the home charger removed. Installation costs are not refundable.



# JETCharge Standard Install Terms and Conditions.

#### **Standard Installation:**

- Installation of a 7.2KW / 32 AMP Single Phase EV Wall Charger. (Maximum Demand/Current setting to be determined on site).
- Dedicated circuit approximately 20 Meters of wall/ceiling mounted cable. (Inc, PVC surface mount conduit) (No more than 400mm of Flexible PVC Conduit in Visible Locations).
- 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 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
- Work over multi storeys house
- 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, JET Charge will provide the customer with any additional costs.

If requested, JET Charge 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 JET Charge. 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

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 JET Charge 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. JET Charge 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.



# INSTALLATION IN UNITS/APARTMENTS/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 JET Charge 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 MG Motor 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 JET Charge. 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 JET Charge. MG Motor shall have no liability for, and you release MG Motor from any liability from, any and all damages resulting from your installation of the vehicle charger.

### LIMITED WARRANTY FOR INSTALLATION SERVICES

JET Charge 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 JET Charge later than 30 days from the discovery of such defect; or
- defects arising out of or in connection with:
  - o 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;
  - o installation, commissioning, repair or alteration (improper or otherwise) of the Services by any person other than JET Charge or its approved service providers;
  - o 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 JET Charge;
  - o improper climate and environmental conditions where the vehicle charger is used or installed;
  - o any vehicle charger being stored for more than 12 months prior to being put into operation;
  - o power failure, power surge, lightning, flood, fire, accidental breakage or other events outside of JET Charge's reasonable control; or
  - o a direction from you where JET Charge 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 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 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 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.

### **ELECTRICAL**

Your existing wiring & switchboard must comply with applicable state/federal standards. JET Charge 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 MG Motor dealer providing JET Charge 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 JET Charge' Privacy Policy which can be accessed at www.jetcharge.com.au

JET Charge 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 JET Charge.

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 SAIC Motor Australia Pty. Ltd. (MG Motor) and cover the supply of the MG Aurora Charge Hub (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.

### I. What is covered by this Warranty

Unless otherwise specified in writing by MG Motor and subject to the terms of this Warranty policy, MG Motor warrants that any MG Aurora 7kW or MG Aurora 11kW Charge Hub (MG Charge Hub) supplied by MG Motor will be free from manufacturing defects or malfunctions during normal use for the following periods (each a Warranty Period): a. in respect of the RFID card supplied with each MG Charge Hub, I year from the date of original delivery; and

- i. if supplied to MG Motor dealerships 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 not MG Motor dealerships, for the purpose of installation at the business' location, I 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 MG Charger Hub must appear within the applicable Warranty Period.

#### 2. Exclusions (subject to the Australian Consumer Law)

b. in respect of all other aspects of the MG Charge Hub:

To the maximum extent permitted by law and subject to the Australian Consumer Law, MG Motor is not liable under this Warranty for or in respect of:

- a. any accessories or other items separate to the MG Charge Hub (for example, connecting cables that are separately supplied); b. normal wear and tear;
- c. minor issues in the MG Charge Hub which do not substantially interfere with the ordinary use of the MG Charge Hub (for example, changes in cosmetic appearance that do not affect performance);
- d. unpaid or partly paid supplies;
- e. if MG Motor has supplied the MG Charge Hub as an "EV Aid", MG Charge Hubs that are not installed within 3 months from the date of original delivery;
- f. defects notified to MG Motor later than 7 calendar days from the discovery of such defect;
- g. any defect that is unrelated to the condition of the MG Charge Hub at the time it was supplied to you, including damage or faults caused by:
  - i. improper transportation, storage or installation of the MG Charge Hub after the date of original delivery;
  - ii. modification, alteration, disassembly or attempted repair of the MG Charge Hub by any person other than MG Motor or its authorised representative;
  - iii. operation or maintenance that is not in accordance with the MG Charge Hub instructions manual, including where the MG Charge Hub is not used with the specified power supply requirements;
  - iv. improper climate and environmental conditions where the MG Charge Hub is placed, installed or used, including where the MG Charge Hub is exposed to direct sunlight, rain or snow; or
  - v. fire, water damage, power surges, accidental breakage or other events outside of MG Motor's reasonable control, including any lost, stolen or damaged MG Charge Hubs or parts of MG Charge Hubs (for example, the RFID card); and
  - h. with respect to individuals who purchase the MG Charge Hub for installation at a residential address, use of the MG Charge Hub 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 MG Charge Hub (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 MG Motor. If the Warranty exclusion is confirmed by MG Motor, you may be charged associated labour and administration costs. If a Warranty exclusion is discovered during a repair by a person authorised by MG Motor, 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 MG Charge Hub immediately after the defect or malfunction appears;
- b. notify MG Motor within 7 calendar days after the defect or malfunction appears; and
- c. provide MG Motor 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 1800 64 2277 (1800 MG CARS) or by emailing anz.evsupport@smil.com.

Once a claim has been submitted, MG Motor will endeavour to assess your claim and respond within 10 business days.

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

#### 4. Remedies

If the MG Charge Hub is determined by MG Motor to have a manufacturing defect or malfunction within the terms of this Warranty policy, MG Motor will, at its own election, either replace the MG Charge Hub or component with the same or comparable model, or repair it.

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

To the extent that the MG Charge Hub 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 SAIC Motor Australia Pty. Ltd.

You may direct any questions or concerns to 1800 64 2277 (1800 MG CARS), anz.evsupport@smil.com or:

SAIC Motor Australia Pty. Ltd.

Level 19

100 Arthur Street

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