



GENESIS ENERGY RESIDENTIAL ELECTRIC VEHICLE CHARGER UNIT - TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

- 1.1 These terms and conditions apply in relation to your purchase from Genesis Energy of an Electric Vehicle Charger unit ("**Charger Unit**").
- 1.2 You agree that these terms and conditions are a legally binding document between you and Genesis Energy.

2. ELIGIBILITY

- 2.1 By accepting these terms and conditions, you acknowledge that you fulfil all of the eligibility criteria to purchase a Charger Unit from Genesis Energy, including that:
 - (a) you are the legal owner of the existing residential property on which the Charger Unit will be installed ("**Property**");
 - (b) the Property is not listed on the New Zealand Heritage List and there are no other restrictions on the Property that would prohibit the installation of the Charger Unit; and
 - (c) you comply with any other eligibility criteria notified to you by Genesis Energy, (together, the "**Eligibility Criteria**").
- 2.2 If Genesis Energy has accepted your application for a Charger Unit but it is subsequently found that you do not meet the Eligibility Criteria ("**Non-Eligibility Event**"), Genesis Energy may stop the installation of the Charger Unit and any money received from you in satisfaction of the Purchase Price (as defined in clause 4.3) shall be treated in accordance with clause 10. In addition, if, as a result of the Non-Eligibility Event, Genesis Energy has incurred any costs or losses, you agree to indemnify Genesis Energy for such costs or losses. In the case of a Non-Eligibility Event, Genesis Energy will not be obliged to complete the installation of the Charger Unit and may remove and/or retain any part of the Charger Unit already installed or delivered to the Property.

3. WHAT GENESIS ENERGY WILL SUPPLY

- 3.1 Genesis Energy will arrange the installation of the Charger Unit at your Property in accordance with these terms and conditions.

4. SITE INSPECTION AND QUOTATION

- 4.1 Genesis Energy may arrange an initial site inspection of the Property ("**Site Inspection**") to

be performed by its representative, subcontractor, employee and/or agent (each a "**Representative**" and together the "**Representatives**"), for the purposes of determining the suitability of the Property for the installation of the Charger Unit. You (or an authorised adult) must be present at the Property for this Site Inspection.

- 4.2 You agree to provide Genesis Energy and its Representatives (as applicable) with all information, assistance and consents reasonably requested by Genesis Energy to allow it to carry out the Site Inspection and provide you with a Quote (as defined in clause 4.3).
- 4.3 As soon as practicable after either the Site Inspection or, if no Site Inspection is required, your application for a Charger Unit, Genesis Energy will provide you with a quote ("**Quote**") detailing:
 - (a) a description of the Charger Unit that will be installed at the Property; and
 - (b) the purchase price of the Charger Unit, including any installation costs ("**Purchase Price**").
- 4.4 The Quote may be amended by Genesis Energy at any time by notice to you prior to your acceptance in accordance with clause 4.5. The Quote will be valid for 30 days from the date of issue to you.
- 4.5 If you wish to proceed with the purchase of the Charger Unit in accordance with the Quote, you must accept the Quote in writing via email.

5. INSTALLATION

- 5.1 Once Genesis Energy has confirmed your acceptance to the Quote, Genesis Energy or its Representatives will arrange with you suitable time(s) for the installation of the Charger Unit (which, for the avoidance of doubt, shall include the supply and install of the Charger Unit). You (or an authorised adult) must be present at the Property at all times while Genesis Energy or its Representative is Installing the Charger Unit or performing work otherwise related to the Installation. Where Genesis Energy or its Representative attends the Property at an arranged time and is not able to gain entry,

- Genesis Energy may charge you for that attendance.
- 5.2 Genesis Energy will endeavour to, but does not guarantee that it will, complete the Installation of the Charger Unit within a reasonable timeframe following your acceptance of the Quote (subject to your availability).
- 5.3 Genesis Energy may charge you for any additional costs reasonably incurred, or any losses suffered, as a result of your breach of one or more of the terms set out in clause 6.1 or failure to satisfy the Eligibility Criteria ("**Additional Costs**").
- 5.4 Once the Installation has been completed, Genesis Energy will send you an invoice for the balance of the Purchase Price (which shall include the Additional Costs incurred by Genesis Energy (if any)) ("**Invoice**").
- 6. ACCESS TO YOUR PROPERTY**
- 6.1 During the times of work agreed with Genesis Energy and its Representatives for a Site Inspection and Installation, you agree to:
- (a) provide all reasonable and necessary access to the Property and provide all reasonable assistance to Genesis Energy, its Representatives and any other third parties necessary to facilitate installation of the Charger Unit (including connection, testing and inspection of the Charger Unit);
 - (b) ensure that any dog or other animal that may make entry unsafe is secured to enable safe and easy access to the Property;
 - (c) following the Site Inspection, keep your trees and other vegetation trimmed to a safe distance from the area in which the Charger Unit will be installed;
 - (d) give Genesis Energy and its Representatives reasonable notice if you want to make any repairs or improvements to the Property following the Site Inspection that would interfere with the Installation;
 - (e) turn off the energy at your Property if required by Genesis Energy or a Representative; and
 - (f) advise Genesis Energy and its Representatives of any health and safety hazards or special safety measures and/or Resource Management Act 1991 requirements or issues relating to the Property that could be relevant to the Representative when they visit the Property. If, as a result of such notice or otherwise, Genesis Energy is of the view that the Site Inspection and/or Installation of the Charger Unit may give rise to health and safety issues, Genesis Energy may defer or cancel the Site Inspection and/or Installation, and it will not be liable to you in relation to any such deferral or cancellation.
- 6.2 Any Representative requesting access to your premises will carry appropriate identification and present their identification to you on request. If they are unable or unwilling to show you their identification, you should not give them access and should contact Genesis Energy immediately to confirm the reasons for the visit.
- 7. PRICE AND PAYMENT**
- 7.1 You agree to pay the Purchase Price to Genesis Energy in accordance with these terms and conditions.
- 7.2 You will pay the Invoice in accordance with any payment method notified to you by Genesis Energy, and in respect of the Invoice, within 14 days of the date of completion of the Installation or any other date specified in the Invoice.
- 7.3 You are responsible for all ongoing costs, including all electricity costs associated with the operation of the Charger Unit.
- 8. WHAT IF YOU DON'T PAY**
- 8.1 If you dispute the amount on your Invoice, or any part of it, you must still pay the undisputed portion of the Invoice in full by the due date. If you do not pay the undisputed portion of your invoice, and fail to contact Genesis Energy, Genesis Energy may charge interest on that unpaid portion in accordance with clause 8.2 below.
- 8.2 However, if you do not pay amounts due to Genesis Energy under the Invoice, Genesis Energy will charge interest at 2% per annum (compounded monthly) until such time that the overdue amount is paid.
- 8.3 Where you fail to make any payment(s) due under the Invoice, notwithstanding all other remedies available to Genesis Energy, it reserves the right to enter the Property and take possession of the Charger Unit.

8.4 Any costs incurred in collecting money owing to Genesis Energy by you (including bank fees, credit agency fees and legal and court costs) or in exercising Genesis Energy's other legal rights are payable by you.

9. RISK AND TITLE

9.1 The Charger Unit will remain the property of Genesis Energy at all times until the Purchase Price has been paid in full to Genesis Energy. Until such time that the title to the Charger Unit passes to you, the Charger Unit may not be sold, rented, charged or otherwise transferred without our prior written consent.

9.2 The risk in the Charger Unit or any part of the Charger Unit passes to you on delivery to the Property. This means that you will be responsible for the Charger Unit on and from the time of delivery.

10. STOPPING OR CANCELLING INSTALLATION

10.1 Without limiting clause 2.2, Genesis Energy reserves the right to stop the Installation for any reason including where Genesis Energy considers it uneconomic or unsafe to do so. Genesis Energy may exercise this right at any time.

10.2 If:

- (a) you decide to stop or cancel the Installation as a result of Genesis Energy's breach of these terms and conditions; or
- (b) Genesis Energy decides to stop or cancel the Installation otherwise than as set out in clause 10.4,

Genesis Energy will refund to you, in full, any money received from you in satisfaction of the Purchase Price.

10.3 If you decide to stop or cancel the Installation, for any reason other than Genesis Energy's breach of these terms and conditions, Genesis Energy will refund to you any money received from you in satisfaction of the Purchase Price, less an amount equal to all costs reasonably incurred by Genesis Energy and its Representatives in satisfying its obligations under these terms and conditions.

10.4 If Genesis Energy decides to stop or cancel the Installation as a result of your breach of these terms and conditions, Genesis Energy may retain any money received from you in satisfaction of the Purchase Price.

11. HOW GENESIS ENERGY WILL USE YOUR INFORMATION

11.1 Genesis Energy may ask you to provide it with some personal information which it may use for a number of purposes, including confirming your identity, credit checks and debt collection. Any personal information you give Genesis Energy will be kept secure and held in accordance with the Privacy Act 1993. A copy of Genesis Energy's privacy policy is available on its website.

11.2 You agree to authorise Genesis Energy to:

- (a) contact and/or provide information to third parties in order to confirm your identity;
- (b) check your credit status with credit reference agencies, and to provide to the agencies information about you for this purpose; and
- (c) request information from other relevant third parties, as required under our credit criteria.

11.3 In addition, third parties who are legally entitled to collect and disclose personal information about you from any monitoring system which forms part of your Charger Unit may provide such information to Genesis Energy.

12. WARRANTY

12.1 The Charger Unit is manufactured by Third Party Manufacturers ("**Third Party Manufacturers**"). Genesis Energy agrees that it will pass on to you the benefit of the warranties given to Genesis Energy by those Third Party Manufacturers ("**Manufacturer Warranty**").

12.2 In addition to the Manufacturer's Warranty, to the extent that the Installation is carried out by Representatives who are Genesis Energy's subcontractors ("**Installers**"), Genesis Energy agrees that it will pass on to you the benefit of the warranties given to Genesis Energy by Installers ("**Workmanship Warranties**"), to the extent that Genesis Energy recovers any amounts under such Workmanship Warranties that is applicable to you. Other than paying you any such recovered amount(s), Genesis Energy makes no warranty to you in respect of the installation of the Charger Unit.

12.3 The Manufacturer's Warranty and the Workmanship Warranty are valid for the term of the warranty and are in addition to other rights and remedies that you may have at law,

- including any consumer guarantees which may apply under the Consumer Guarantees Act 1993.
- 12.4 In order to make a claim under the Manufacturer or Workmanship Warranties ("**Claim**"), you will need to notify Genesis Energy of your Claim (and will, if required by Genesis Energy, confirm your Claim in writing, including proof of purchase of the Charger Unit). You must also provide:
- (a) a reasonable opportunity for Genesis Energy and/or its Representatives to inspect the Charger Unit and the Property if required by Genesis Energy; and
 - (b) any further information reasonably requested by Genesis Energy and/or its Representatives in relation to your Claim.
- 12.5 Genesis Energy will confirm receipt of any Claim, promptly inspect the Charger Unit if required at the Property, and review any information accompanying the Claim (and may request further information from you in order to assess the Claim). Following this, in relation to the Manufacturer Warranties and the Workmanship Warranties, Genesis Energy will use reasonable endeavours to seek to recover your Claim from the relevant Third Party Manufacturer(s) or Installer(s). Genesis Energy will then advise you in writing of the outcome of the Claim as soon as possible. To the extent that Genesis Energy recovers any amount, it will then pass on to you such recovered amount (less Genesis Energy's costs of recovery).
- 12.6 If, following an inspection of the Charger Unit and the Property by a Representative, Genesis Energy determines that your Claim did not arise from a manufacturing fault in the Charger Unit (in relation to the Manufacturing Warranty) or workmanship upon installation (in relation to the Workmanship Warranties), Genesis Energy reserves the right to charge you a reasonable fee (as notified to you in advance of the inspection) as compensation for any costs reasonably incurred by Genesis Energy in investigating your Claim.
- 13. WHAT IS GENESIS ENERGY'S LIABILITY FOR LOSS OR DAMAGE?**
- 13.1 Notwithstanding clause 12 and to the maximum extent permitted by law, Genesis Energy and its Representatives will not be liable to you (in contract, tort (including negligence) or otherwise) for any loss or damage you may suffer unless that loss or damage is direct loss of or damage to your physical property and it occurs due to Genesis Energy's (or its Representative's):
- (a) breach of these terms and conditions; or
 - (b) negligence,
- and the loss or damage is:
- (c) reasonably foreseeable and is directly caused by Genesis Energy's (or its Representative's) breach or negligence; and
 - (d) is not caused by something beyond Genesis Energy's (or its Representative's) control,
- but Genesis Energy will not be liable in any circumstance for any other loss or damage, including indirect or consequential losses, loss of profits or similar.
- 13.2 If Genesis Energy is liable to you, the maximum aggregate amount Genesis Energy and its Representatives will pay as compensation for your loss is the Purchase Price. Genesis Energy may elect (in its sole discretion) to replace the Charger Unit or any other damaged property or goods, up to the same maximum amount, instead of paying cash.
- 13.3 An event or cause beyond our control includes, but is not limited to: acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, earthquake, fire, lightning, storm, flood or other similar event, traffic accidents, problems arising because of health and safety hazards at the Property, and other things which Genesis Energy does not have control over.
- 13.4 Genesis Energy is not required to honour these terms and conditions in circumstances where an event has occurred which is beyond its control and which prevents Genesis Energy from doing the things it would normally do. Genesis Energy will carry on honouring its obligations as soon as it is reasonably practicable to do so.
- 13.5 Any rights you have under the Consumer Guarantees Act 1993 are not affected by Genesis Energy's limitations of liability.
- 13.6 Genesis Energy's limitations of liability extend to its Representatives for the purposes of the Contracts (Privity) Act 1982.
- 14. YOUR LIABILITY**
- 14.1 You agree to indemnify Genesis Energy and its Representatives, in respect of all claims, demands, actions, suits, proceedings, damages,



losses and expenses of any nature, arising out of or in connection with any breach of these terms and conditions by you. If you are liable to Genesis Energy under these terms and conditions, your liability will be capped at the Purchase Price.