

eLumina

Battery-Integrated Electric Vehicle Charger

Warranty Certificate

and Terms & Conditions

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Issuing Entity	eLumina Global Pty Ltd (ACN 669 469 489)
Registered Address	1 Warehouse Circuit, Yatala QLD 4207, Australia
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Applicable Region	Australia and New Zealand
Product Family	eLumina D-Series Battery-Integrated EV Chargers (D1, D3, DS400)

This document sets out the terms on which eLumina Global Pty Ltd extends a limited warranty to the Customer in respect of eLumina Battery-Integrated EV Charger products (D1, D3 and DS400) supplied in Australia and New Zealand. It supersedes all prior eLumina BIEVC warranty documentation.

eLumina Battery-Integrated EV Charger Warranty

Warranty Certificate

This Warranty Certificate is issued by eLumina Global Pty Ltd (eLumina) to the Customer named below in respect of the eLumina Battery-Integrated EV Charger(s) identified below. This Certificate must be read together with the eLumina BIEVC Warranty Terms and Conditions that follow.

Customer and Site Particulars

Customer Name	[Customer legal name]
Customer ABN/ACN	[ABN / ACN]
Customer Contact Email	[Email address]
Site Name	[Site name]
Site Address	[Full site address, including postcode]
Date for Delivery	[dd Month yyyy] (Incoterms 2020)
Date of Purchase	[dd Month yyyy]
Warranty Start Date	The date of Commissioning Completion, as recorded on the Commissioning Certificate, being [dd Month yyyy].

Product Identification

Product Family	Model	Serial Number(s)
eLumina D-Series BIEVC	[D1 / D3 / DS400]	[Serial number(s)]

Warranty Periods

Subject to the Terms and Conditions, the following Warranty Periods apply to each of the respective components of the BIEVC, each commencing on the Warranty Start Date:

Component / Coverage	Warranty Period
BIEVC System (parts only)	2 years
Integrated Battery Pack	2 years or 3,000 Equivalent Cycles, whichever is first
Power Modules (DC/DC, AC/DC converters)	2 years
Battery Management System (BMS)	2 years
Liquid Cooling System	2 years
Fire Suppression System	2 years

Component / Coverage	Warranty Period
Charging Dispenser(s) and HMI	2 years
Charging Cables and Connectors	12 months
EFTPOS / payment terminal (where fitted)	Not warranted to eLumina Per third-party supplier
Consumables (fuses, filters, seals, locks, indicator lamps)	Not covered

Warranty Claims and Aftersales Support

Aftersales Email: service@eluminaglobal.com | Aftersales Hotline: 1300 772 117 (Mon–Fri, 8:30am–6:00pm AEST)

eLumina Battery-Integrated EV Charger Warranty

Terms and Conditions

These Terms and Conditions (T&Cs) govern the eLumina Battery-Integrated EV Charger (BIEVC) Warranty offered by eLumina Global Pty Ltd (eLumina) to the Customer named in the Warranty Certificate. The Warranty Certificate, these T&Cs, and the Annexes form a single integrated warranty document. In the event of any inconsistency, the order of precedence is: (1) these T&Cs; (2) the Warranty Certificate; (3) the Annexes.

1. Definitions

In this Warranty, the following terms have the meanings given:

Term	Meaning
ACL	The Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
BIEVC	The Battery-Integrated Electric Vehicle Charger supplied by eLumina to the Customer, as identified in the Warranty Certificate, comprising the integrated battery storage, power conversion, charging dispenser(s), connectors, control systems and enclosure as a single system.
Battery Pack	The integrated lithium iron phosphate (LFP) battery cells, modules and pack assemblies within the BIEVC.
Battery Management System (BMS)	The battery management system which manages and monitors the BIEVC.
Charging Session	A discrete vehicle charging or vehicle-to-grid event commencing with EV connector handshake and ending with disconnection.
Commissioning Certificate	A certificate issued by an eLumina-authorized representative to the Customer evidencing that the BIEVC has been successfully energised and commissioned for live vehicle charging.
Commissioning Completion	The BIEVC first being energised and commissioned for live vehicle charging in accordance with the eLumina Commissioning Procedure, witnessed by an eLumina-authorized representative and evidenced by a signed Commissioning Certificate.
Connector	The CCS2, CHAdeMO or other charging plug, including the integrated cable and handle assembly, supplied with the BIEVC.
Customer	The original purchaser named in the Warranty Certificate, and includes any subsequent owner to whom the Warranty is transferred under Section 16.

Term	Meaning
Delivery	The transfer of the BIEVC to the Customer's nominated address in accordance with Incoterms 2020 (default: DAP).
eLumina	eLumina Global Pty Ltd (ACN 669 469 489).
eLumina EMS Cloud	The data platform operated by or on behalf of eLumina for receipt and analysis of operational and charging-session data from the BIEVC.
Equivalent Cycle	Either: a. a full charge and a full discharge of the integrated Battery Pack; or b. partial charges and partial discharges of the integrated Battery Pack which when aggregated together constitute a full charge and a full discharge of the integrated Battery Pack, calculated as cumulative energy throughput (in kWh, including V2G export where applicable) divided by nameplate usable energy capacity (in kWh).
Operational Data Set	The data items listed in Annex E.
Operating Envelope	The operating conditions specified in Annex B.
OCPP	Open Charge Point Protocol, the open communication standard between charging stations and back-end management systems.
Power Module	A modular DC/DC converter or bidirectional AC/DC inverter within the BIEVC.
Preventive Maintenance Checklist	The list set out in Annex D.
Site Installation Checklist	The list set out in Annex A.
Storage and Pre-Energisation Protocol	The protocol set out in Annex C.
Warranty	This Warranty, comprising the Warranty Certificate, these T&Cs and the Annexes.
Warranty Period	The applicable warranty period, commencing on the Warranty Start Date, for each component as set out in the Warranty Certificate.
Warranty Start Date	The date defined in Section 4.

2. Warranty

Subject to compliance with these T&Cs, eLumina warrants that the components of the BIEVC will be free from defects in materials, workmanship and design for

the Warranty Periods specified in the Warranty Certificate.

Extended warranty cover beyond the standard Warranty Periods is available as a separate commercial

product. Extended warranty must be purchased at the time of, or within 90 days of, the original BIEVC purchase. Pricing and terms are provided on application.

3. Scope of Warranty Coverage (Parts Only)

This Warranty is limited to the repair or supply of replacement parts only. Except to the extent that such rights cannot be excluded, restricted or modified under the Australian Consumer Law, this Warranty does not cover the replacement of the entire BIEVC system should one or more components be faulty, nor the labour or services required to remove, install and/or reinstall the replacement parts. Subject to validity of the warranty claim:

- (a) eLumina will, at its sole discretion, repair or replace (with new or refurbished parts of equivalent or better specification).
- (b) Replacement parts are delivered DAP (Incoterms 2020) to the Customer's nominated address within Australia. Logistics costs outside Australia are at the Customer's expense.
- (c) eLumina will use reasonable efforts to perform remote diagnosis prior to dispatching parts or attending site. Where remote diagnosis identifies a software, firmware or configuration fix, eLumina may resolve the issue remotely at no charge.

The following are expressly not covered and are at the Customer's cost:

- All field labour for removal of defective parts and installation of replacement parts. Field service is chargeable in accordance with the eLumina Service Rate Schedule and is not included within this Warranty.
- Travel expenses, accommodation, per-diems and standby charges for eLumina service personnel attending site.
- Transportation, customs duties, unloading, unpacking and other logistics costs outside Australia.
- Dismantling or reinstalling any third-party equipment connected to the BIEVC.

- Disposal of replaced parts — eLumina retains title to all replaced defective parts.
- Consumables (fuses, filters, seals, locks, indicator lamps) and routine maintenance parts.

4. Warranty Start Date

The Warranty Start Date is the earliest of:

- (a) Commissioning Completion;
- (b) Ninety (90) days after Delivery (Incoterms 2020); or
- (c) Where the agreed delivery Incoterm is other than EXW (Ex Works) and eLumina has notified the Customer in writing that the BIEVC is ready for delivery, four (4) weeks after the date of that notice if the Customer has not by then provided delivery instructions or arranged collection.

The Customer must notify eLumina in writing of Commissioning Completion and provide a signed eLumina Commissioning Certificate within ten (10) business days of Commissioning Completion. Failure to do so will result in the Warranty Start Date being deemed to be ninety (90) days after Delivery.

The Customer must submit to eLumina a correctly completed eLumina Site Installation Checklist, prepared by an eLumina-authorized installation agent, within thirty (30) days of installation. Failure to submit the Site Installation Checklist within this period is grounds for denial of any subsequent warranty claim.

The Warranty Start Date is fixed at issue and is not recalculated upon repair, replacement, relocation or transfer of the BIEVC or any component. Replacement parts are warranted for the remaining unexpired Warranty Period of the original part.

5. Operating Envelope

A claim under this Warranty is only valid if the Customer operates the BIEVC continuously within the Operating Envelope.

6. Storage and Pre-Energisation Requirements

A claim under this Warranty is only valid if the Customer stores and maintains the BIEVC in accordance with the Storage and Pre-Energisation Protocol.

7. Mandatory Maintenance Programme

A claim under this Warranty is only valid if the Customer engages eLumina, or an eLumina-certified service partner, to perform the eLumina BIEVC Maintenance Programme for the entire Warranty Period. The eLumina BIEVC Maintenance Programme is provided under a separate Service Level Agreement.

A claim under this Warranty is only valid if the Customer retains complete and contemporaneous maintenance records and provides them to eLumina on request, and submits to eLumina a correctly completed eLumina Preventive Maintenance Checklist, within thirty (30) days following each anniversary of the Warranty Start Date.

8. Data Connectivity Requirements

A claim under this Warranty is only valid if the Operational Data Set is provided to eLumina in accordance with this Warranty. Where eLumina is unable to assess a claim due to the Customer's failure to provide the data, the claim will be rejected and the Customer will bear all reasonable analysis and inspection costs.

eLumina retains the right to access BIEVC operational and Charging Session data at all times during the Warranty Period.

9. Exclusions

This Warranty does not apply to, and eLumina shall have no liability for any issue, loss, damage, defect, malfunction or capacity loss arising from or attributable to, any of the following:

- (a) Operation outside the Operating Envelope or non-compliance with the Storage and Pre-Energisation Protocol.
- (b) Failure to maintain the BIEVC in accordance with the eLumina Maintenance Programme (Section 8), including failure to submit the eLumina Preventive Maintenance Checklist within the period required under Section 8.
- (c) Failure to provide the Operational Data Set (Section 9), or failure to submit the eLumina Site Installation Checklist within the period required under Section 5.
- (d) Damage caused by events outside eLumina's reasonable control, including but not limited to flood, fire, storm, lightning strike, earthquake, cyclone, bushfire, extreme weather events, power surge from grid disturbance, civil unrest, war, terrorism, pandemic-related restrictions or labour disputes.
- (e) Installation, modification, disassembly or repair carried out by any person other than eLumina or an eLumina-authorized service partner, including any unauthorised opening, demounting, or moving of the BIEVC.
- (f) Modifications to the BIEVC, its software, firmware, design or labels without eLumina's prior written consent.
- (g) Removal or relocation of the BIEVC to a site other than the original installation location recorded on the Site Installation Checklist, without eLumina's prior written consent; or any on-sale of the BIEVC without eLumina's prior written approval.
- (h) Alteration, removal, defacement or obliteration of any identification markings on the BIEVC or its components, including the eLumina trademark, model identifier or serial number.
- (i) Defects arising from materials provided by, or design specifications imposed by, the Customer where eLumina has agreed to incorporate such materials or specifications in a particular BIEVC. eLumina's warranty in such cases is limited to its workmanship in incorporating Customer-specified materials or designs; the underlying suitability of those materials or designs is the Customer's responsibility.
- (j) Cable, connector or handle damage caused by misuse, abrasion, being run over by vehicles, cable pull-away (driving off whilst connected), drops, or use outside the connector's mating standard.

- (k) Wear and tear of charging cables and connectors beyond the 12-month component warranty period (subject to the defective batch carve-out in Section 3(d)).
- (l) Vehicle compatibility failures, where the BIEVC complies with relevant charging standards (CCS2 / CHAdeMO / ISO 15118) but a particular EV model fails to charge due to a fault or non-conformity in the vehicle.
- (m) Charging of, or attempted charging of, any prototype vehicle, non-production vehicle, pre-production vehicle, modified vehicle, or any vehicle that does not conform to the relevant CCS2, CHAdeMO, ISO 15118, DIN 70121 or CharIN charging standards. Damage arising from such charging is the Customer's responsibility.
- (n) Use of the BIEVC in combination with any plug adapter, cable adapter, connector adapter or other incompatible or unauthorised equipment not approved in writing by eLumina.
- (o) Customer infrastructure faults, including substation faults, transformer failures, grid-side disturbances exceeding AS/NZS 4777.2 immunity levels, voltage transients in excess of those handled by the BIEVC's integrated surge protection, defective wiring or earthing.
- (p) Inadequate or absent upstream surge protection (Type 1 / Type 2 SPD) at the site main switchboard.
- (q) Vandalism, theft, graffiti, indelible marks (such as paint), arson, or any intentional damage to the BIEVC.
- (r) Damage caused by vehicle impact, regardless of vehicle speed or whether the vehicle was being driven by the Customer, an end user, or a third party. eLumina recommends bollard protection at all installation sites.
- (s) Damage caused by unauthorised software, third-party Energy Management Systems, third-party charge-point management systems, or communication systems not approved in writing by eLumina; or communication loss not caused by eLumina.
- (t) Software malfunctions caused by the Customer's refusal of, or failure to install, security updates and firmware updates issued by eLumina.
- (u) Inadequate ventilation, cooling or air circulation at the installation site that causes internal component temperature to exceed the Operating Envelope.
- (v) Defects caused by excessive internal operating temperatures resulting from the Customer's placement of the BIEVC inside any enclosure, cabinet, weather shelter or structure other than as recommended by eLumina in writing.
- (w) Abnormal operations, including over-temperature, overcharge, overcurrent, over-voltage of the integrated Battery Pack, deep discharge below the BMS-protected minimum voltage, or operation with faulty grid-side equipment.
- (x) Continued operation of the BIEVC after a fault, defect, alarm or warning condition has been detected by the Customer or has reasonably become apparent.
- (y) Connection of test equipment not approved by eLumina (for example, DC-simulated power supply or artificial load banks).
- (z) Quality of joints, terminations, cable lugs or connections in the AC interface external to the BIEVC, where these are not supplied or installed by eLumina.
- (aa) Lightning damage arising from inadequate system-level surge protection or earthing designed or installed by parties other than eLumina.
- (bb) Use of the BIEVC in an installation environment that does not meet the requirements of the eLumina Installation Manual (including clearances, bollards, structural support, drainage, security or fire egress).
- (cc) Damage caused by improper transportation or handling after Delivery to the Customer.
- (dd) Use of the BIEVC for applications outside its designed purpose, including portable or mobile use without eLumina approval, off-grid

use without compatible Stand-Alone Power System design, or use in any application listed in Section 13 (Limitation on Use).

- (ee) Normal wear and tear, including superficial defects, dents, marks, discolouration or fading that do not impact performance; noise or vibration that is not excessive or uncharacteristic and does not impact performance; cosmetic non-conformity between replacement parts and original parts — functional equivalence is the standard.
- (ff) Defects or failures notified to eLumina after the expiry of the relevant Warranty Period or outside the notification window in Section 11.
- (gg) Any defect or failure not demonstrably attributable to defects in materials, workmanship or design of the BIEVC supplied by eLumina.
- (hh) Changes in national, state or local laws, regulations or standards rendering the BIEVC non-compliant after Delivery.
- (ii) The electrical connection of the BIEVC to the power supply and/or electricity network not being carried out strictly in accordance with written instructions provided by eLumina.
- (jj) Damage caused by excess voltage from the power supply and/or electricity network to which the BIEVC is connected.
- (kk) Use of the BIEVC in combination with any spare parts, accessories, components or other incompatible or unauthorised items not approved in writing by eLumina.
- (ll) Any negligent act, error or omission of the Customer or any of its agents, employees, representatives or contractors in relation to the BIEVC.
- (mm) Any costs or expenses incurred by the Customer for the procurement of substitute equipment, services or products that eLumina has not expressly agreed to cover in writing in this document.

10. Claims Process

- (a) The Customer must notify eLumina in writing of any defect, fault or warranty claim within

fourteen (14) days of the defect first being detected or first reasonably becoming apparent, and within the Warranty Period. Failure to notify eLumina strictly within this period will render the claim invalid.

- (b) Where a defect or fault is detected, the Customer must isolate the affected BIEVC (or the affected dispenser where the unit supports multiple dispensers) and cease operation pending eLumina's instructions. Continued operation after detection that causes further damage is excluded under Section 10(x).
- (c) Notification must be sent to: service@eluminaglobal.com, copied to the Customer's nominated eLumina service representative.

The notification must include:

- Customer name, ABN/ACN and site address
- BIEVC model and serial number(s)
- Date of Delivery, date of Commissioning Completion, and date the defect was first observed
- Detailed description of the defect, including error codes, OCPP fault codes, alarm history, charging session ID(s) affected, and visible symptoms
- Photographs of the affected component(s) and surrounding installation, including any cable / connector damage
- Operational Data Set covering at least the seventy-two (72) hours preceding the defect, including affected Charging Session records
- Copy of the signed Commissioning Certificate
- Copy of the maintenance log for the preceding twelve (12) months
- Copy of the invoice or proof of purchase
- Any other information reasonably requested by eLumina

- (d) eLumina will acknowledge receipt within five (5) business days. eLumina will use reasonable efforts to provide initial remote diagnosis and assessment within seven (7) business days of

receiving complete information under sub-section (c).

- (e) eLumina will attempt remote diagnosis first. Where remote diagnosis is inconclusive, eLumina may require on-site inspection. The Customer must provide safe access, electrical isolation assistance and reasonable cooperation.
- (f) Where the claim is accepted, eLumina will dispatch replacement parts within fourteen (14) business days of acceptance, subject to parts availability.
- (g) The Customer must return defective parts to eLumina within twenty (20) business days of receiving replacement parts. Failure to return defective parts may result in the Customer being invoiced for the replacement parts.

11. Cost Recovery for Invalid Claims

Where eLumina determines, following reasonable analysis, that a claim is not covered by this Warranty (whether due to an exclusion, expiry, absence of an attributable defect, or otherwise) or the ACL, the Customer shall reimburse eLumina for all reasonable costs of analysis, inspection, transportation, travel, labour and replacement parts incurred. eLumina will issue an invoice for such costs and the Customer must pay the invoice within fourteen (14) days of invoice date.

Where any invoice payable to eLumina remains unpaid beyond its due date, the Warranty is suspended in respect of the affected BIEVC. The Warranty Period continues to run during such suspension and is not extended upon settlement.

12. Limitation on Use

The BIEVC is designed, intended and warranted only for use as an electric vehicle charging system in fixed-location commercial and industrial deployments. The BIEVC is not designed, intended or warranted for use in, and eLumina excludes all liability if the Customer uses or permits its use in any other environment, such as:

- (a) Primary or backup power for life-support systems, medical equipment, or any

application where failure could result in personal injury or loss of life;

- (b) Safety-critical industrial control systems where failure could result in catastrophic outcomes;
- (c) Mission-critical data centre uninterruptible power supply where failure could result in catastrophic data loss;
- (d) Defence, military or strategic applications without an express written agreement with eLumina;
- (e) Applications involving exposure to ionising radiation, corrosive atmospheres, explosive environments, or extreme vibration not contemplated in the eLumina Technical Specifications;
- (f) Charging of any vehicle, equipment or battery system that does not conform to the relevant CCS2, CHAdeMO or ISO 15118 charging standards; or
- (g) Mobile or portable deployment without eLumina's prior written approval and a deployment-specific engineering assessment.
- (h) residential dwelling, household, or domestic environment.

To the maximum extent permitted by law, eLumina disclaims all liability arising from use of the BIEVC in any excluded application described in this Section 13.

13. Limitation of Liability

- (a) eLumina's aggregate liability under this Warranty and at law in connection with the BIEVC shall not exceed the original purchase price of the BIEVC giving rise to the claim.
- (b) To the maximum extent permitted by law, eLumina excludes liability for any indirect, special, consequential or economic loss including (without limitation): loss of revenue, loss of profits, loss of business or opportunity, loss of goodwill or reputation, loss of contracts, loss or corruption of data, loss of anticipated savings, downtime costs, costs of capital, lost charging sessions, replacement charging costs, customer compensation paid by the Customer to its end users, increased

costs of operation, third-party claims, or environmental remediation costs.

- (c) Nothing in this Section excludes or limits any liability that cannot be excluded or limited under applicable law, including under the ACL, or any liability arising from death or personal injury directly caused by eLumina's negligence or fraud.
- (d) eLumina's liability is further reduced to the extent that any loss is contributed to by any breach of these T&Cs or any unauthorised, negligent, unlawful, wilful or fraudulent act or omission of the Customer, its agents, contractors, employees, end users, or any party permitted by the Customer to access, operate, modify or repair the BIEVC, including failure to operate within the Operating Envelope, comply with the Storage Protocol, maintain the BIEVC, or provide the Operational Data Set.
- (e) The Customer shall indemnify, defend and hold harmless eLumina, its agents, employees and contractors from and against any and all losses, damages, costs, expenses, claims or proceedings arising from any breach of these T&Cs or any unauthorised, negligent, unlawful, wilful or fraudulent act or omission of the Customer, its agents, contractors, employees, end users, or any party permitted by the Customer to access, operate, modify or repair the BIEVC, including (without limitation) any unauthorised modification, unauthorised repair or unauthorised use of the BIEVC or any components.
- (f) Under normal usage, the capacity of the BIEVC is expected to reduce over time, and eLumina excludes liability for loss or reduction of capacity in connection with normal wear or degradation.
- (g) To the maximum extent permitted by law, eLumina is not liable for any defect, security vulnerability, failure or reduction in performance of the BIEVC to the extent caused by the Customer's failure to install updates, upgrades, patches or fixes made available by the Supplier.

14. Australian Consumer Law

- (a) Nothing in this Warranty excludes, restricts or modifies any consumer guarantee, right or remedy under the ACL that cannot be excluded, restricted or modified.
- (b) Where the BIEVC is supplied to a Customer who is a "consumer" within the meaning of the ACL, this Warranty operates in addition to and not in derogation of the consumer guarantees and remedies under the ACL.
- (c) The BIEVC is supplied predominantly for commercial and industrial use. Where the purchase price exceeds AUD 100,000, the parties acknowledge that the ACL consumer guarantees may not apply by operation of section 3 of the ACL, except where the goods are of a kind ordinarily acquired for personal, domestic or household use.
- (d) If the Customer is a consumer under the ACL:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

15. Warranty Transferability

This Warranty is transferable to a subsequent owner of the BIEVC subject to the following conditions:

- (a) The original Customer must provide eLumina with written notice of the proposed transfer at least thirty (30) days prior to settlement of the sale or transfer of ownership.
- (b) The notice must include the new owner's legal name, ACN/ABN, contact details, and the site at which the BIEVC will be located following transfer.
- (c) The BIEVC must remain at its original installation location, or be relocated by eLumina or an eLumina-authorized installer with eLumina's prior written consent.
- (d) eLumina may, at its own cost, inspect the BIEVC prior to transfer to verify its condition.
- (e) eLumina may charge a reasonable administrative fee for the transfer.
- (f) The new owner must accept in writing the obligations of the Customer under this Warranty before the transfer takes effect.
- (g) The Warranty Period and remaining Equivalent Cycle entitlement are not extended by transfer. There shall be only one (1) valid beneficiary of the Warranty at any one time.
- (h) Any purported transfer that does not comply with this Section 15 voids the Warranty.

16. Data Protection

- (a) The Customer consents to eLumina collecting, storing and processing data from the BIEVC in performing this Warranty, including the Operational Data Set and Charging Session records, in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- (b) The Customer consents to eLumina sharing data with authorised service partners, OEM technical support, regulators, fire and safety authorities, and insurers solely for warranty

performance, fault analysis, safety investigation, regulatory compliance and product improvement.

- (c) The Customer warrants that it has obtained all necessary consents from end users for the collection and processing of Charging Session data, including any personal information collected via payment terminals or RFID systems.
- (d) eLumina's Privacy Policy is available at www.eluminaglobal.com.

17. Severability and Governing Law

- (a) If any provision of this Warranty is held by a court or competent authority to be invalid, void or unenforceable, that provision is severed and the remaining provisions continue in full force and effect.
- (b) This Warranty is governed by the laws of the State of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of Queensland and the courts of appeal therefrom.
- (c) The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Warranty.

18. Notices

All notices under this Warranty must be in writing and sent to:

eLumina Global Pty Ltd
 1 Warehouse Circuit, Yatala QLD 4207, Australia
 Email: service@eluminaglobal.com
 Phone: 1300 772 117 (Mon–Fri, 8:30am–6:00pm AEST)

A notice is effective on receipt where sent by email with delivery confirmation, or on the third business day after posting where sent by registered post.

Annex A – Site Installation Checklist

Annex B – Operating Envelope

This Annex forms part of the Warranty. Compliance is a precondition of validity for any BIEVC commissioned and operated.

- (a) Ambient Temperature: between -25°C and +50°C at full power. The D3 model is rated for cold start from -40°C. Continuous operation outside the relevant model's rated range voids the Warranty.
- (b) Battery Cell Temperature: managed internally by the BIEVC's integrated thermal management system. The Customer must not disable, override, or restrict the operation of the liquid cooling and heating systems. Any defect arising from disablement, override or restriction of thermal management voids cell-level cover.
- (c) Charge / Discharge Rate: as specified in the BIEVC technical specifications for the relevant model. The BIEVC is designed for continuous duty up to nameplate rate (1P), with short-duration peak ratings as specified (e.g. 1.1P for 10 minutes for DS400). Sustained operation above the specified peak rates voids the Warranty.
- (d) Cycling Frequency: there is no daily cycle limit imposed by the Warranty. The Battery Pack cover is limited by total Equivalent Cycles per Section 3.
- (e) AC Input Quality: the BIEVC must be connected to an AC supply that complies with the technical requirements of the relevant Distribution Network Service Provider, including voltage and frequency within AS 60038 / AS/NZS 61000 limits and protected against transient overvoltage by suitable Type 2 (or better) surge protection upstream of the BIEVC. Damage arising from non-compliant AC supply or absent / undersized surge protection is excluded.
- (f) Humidity: 0% to 95% relative humidity, non-condensing.
- (g) Altitude: at or below 2,000 metres above sea level.
- (h) Installation: installed in compliance with AS/NZS 3000, AS/NZS 4777.1 and AS/NZS 4777.2 (where grid-connected), the eLumina Installation Manual, and any other applicable Australian electrical and building standards. Installation must be performed by a licensed electrician.
- (i) Site Environment: the installation site must provide adequate ventilation, clearances, structural support, drainage, traffic protection (bollards or equivalent for sites accessible to vehicles), security and fire egress as specified in the eLumina Installation Manual.

Annex C — Storage and Pre-Energisation Protocol

This Annex forms part of the Warranty. All BIEVCs must be stored and maintained in accordance with this Storage and Pre-Energisation Protocol. Compliance is a precondition of validity for any installed BIEVC, including those not commissioned within ninety (90) days of Delivery and/or installed in extended non-operational periods..

A1. Storage State of Charge (SoC)

The integrated Battery Pack must be stored at a SoC between 40% and 60% at all times during any non-operational period. SoC must be verified on receipt and adjusted within fourteen (14) days where required.

A2. Storage Temperature and Maintenance Frequency

The following matrix governs storage conditions and required maintenance interventions:

Ambient Temperature Band	Maximum Storage Duration	Required Action
+10°C to +28°C (recommended)	6 months	Quarterly inspection; SoC top-up to 40–60% as required
0°C to +10°C, or +28°C to +35°C	3 months	Bi-monthly inspection; SoC top-up; document temperature exposure
-10°C to 0°C, or +35°C to +50°C	1 month	Monthly inspection; weekly SoC verification; relocate where feasible
Outside -10°C to +50°C	Not permitted	voids Warranty if exceeded for more than 24 hours

A3. Cable and Connector Storage

Charging cables and connectors must be stored as follows during any non-operational period:

- Cables coiled with bend radius no less than 8× cable diameter
- Connectors stored in their integrated cradle or original packaging
- Protected from direct sunlight, rain ingress, and impact
- Protected from rodent damage in long-term storage

A4. Installed but Non-Operational BIEVC

Where the BIEVC is installed but not in regular charging service, the following minimum operation is required:

- At least one (1) complete Battery Pack charge-discharge cycle every six (6) months (e.g. by completing one charging session or by V2G export-import sequence for D3)
- Where ambient temperature is consistently below 0°C, increase frequency to one cycle every three (3) months
- BMS, cooling system and fire suppression system must remain energised and operational
- Cloud connectivity must be maintained per Section 9
- Connectors stored in cradles; cables coiled and protected

Where the BIEVC is shut down or otherwise non-operational for more than three (3) months with an initial Battery Pack SoC below 50%, the Battery Pack cover may be voided at eLumina's discretion.

A5. Maintenance Records

All storage and pre-energisation maintenance must be documented in the eLumina EMS Cloud portal (or in writing where cloud connectivity is unavailable). Each record must include: date, ambient temperature, BIEVC internal temperature, Battery Pack SoC, maintenance actions performed, and authorised technician signature.

Quarterly maintenance must be carried out by eLumina or an eLumina-certified service partner during any extended storage or pre-energisation period.

Annex D – Preventative Maintenance Checklist

Annex E — Operational Data Set

The BIEVC must be continuously connected to the eLumina EMS Cloud for the duration of the Warranty Period. The Operational Data Set comprises the following data items, transmitted in machine-readable format at intervals not exceeding fifteen (15) minutes during operational hours (continuous connection), with per-Charging-Session summary records transmitted within 24 hours of session completion. Offline-mode data dumps required at intervals not exceeding ninety (90) days.

B1. Identification

- BIEVC serial number(s) and component-level serial numbers (battery pack, dispenser, payment terminal where applicable)
- Software and firmware versions (BMS, EMS, power module firmware, dispenser firmware, OCPP stack)
- Geographic location (GPS coordinates or installation address)
- OCPP backend identifier and connection status

B2. Battery Operational Data

- Pack-level SoC, voltage, current, temperature (min/max/avg)
- Module-level voltage and temperature for each module
- Cell-level voltage and temperature for outlier and alarm-state cells
- Cumulative Equivalent Cycles since Warranty Start Date
- Cumulative energy throughput (kWh in / kWh out, including V2G export where applicable)
- BMS alarm and event log

B3. Power Conversion and Grid Interface Data

- AC voltage and current (per phase)
- Grid frequency and power factor
- Active and reactive power import (and export for D3 V2G)
- DC bus voltage and current
- Power module status (active / standby / fault) and individual module power
- Power module alarm and event log

B4. Charging Session Data (per session)

- Session ID, dispenser ID, connector ID, start and end timestamps
- Energy delivered (kWh) and peak power (kW)
- Connector temperature profile during session
- Vehicle protocol used (CCS2 / CHAdeMO / ISO 15118)
- Session termination reason (vehicle complete, user stop, fault, etc.)
- Any error or warning events during the session
- For D3 V2G sessions: direction (import / export), grid response signal received, dispatch instructions

B5. Thermal and Auxiliary Systems Data

- Coolant flow rate, inlet/outlet temperature for each cooling loop
- Ambient temperature and humidity at the BIEVC enclosure

- Fire suppression system status (armed / alarm / fault)
- Door and intrusion sensor states
- Environment sensor states (water, gas, smoke, humidity)

B6. Fault Waveform Data (Event-Triggered)

- AC voltage and current waveforms (50 ms pre-fault to 200 ms post-fault, where available)
- DC voltage and current waveforms (same window)
- Battery Pack SoC trajectory and cell voltage distribution at time of fault
- Operation mode (charging / V2G / standby / fault) at time of event

B7. Maintenance Records

- Date and time of each scheduled and unscheduled maintenance event
- Technician identity and accreditation
- Actions performed and parts replaced
- Connector and cable visual inspection records
- Photographs of relevant components where applicable

B7. Other Conditions

- (a) Where continuous connection is not feasible due to site-specific connectivity constraints (agreed in writing by eLumina), the Customer must instead provide the full Operational Data Set to eLumina at intervals not exceeding ninety (90) days, in a machine-readable format specified by eLumina.
- (b) Provision of the Operational Data Set is a precondition to any warranty claim. Where eLumina is unable to assess a claim due to the Customer's failure to provide the data, the claim will be rejected and the Customer will bear all reasonable analysis and inspection costs.
- (c) eLumina retains the right to access BIEVC operational and Charging Session data at all times during the Warranty Period.
- (d) The Customer must not interfere with, disable or override the data transmission function, the OCPP connection, or the firmware update mechanism of the BIEVC.
- (e) Where the BIEVC is operated on a non-eLumina back-office or charge-point management system, the Customer must ensure that platform replicates the Operational Data Set to eLumina via API or equivalent mechanism agreed in writing with eLumina.
- (f) Where the BIEVC requires SIM-based cellular connectivity, the Customer is responsible for ensuring that the SIM card and associated data plan are compatible with the BIEVC connectivity specifications published in the eLumina Installation Manual. Incompatibility between any Customer-supplied SIM, data plan or telecommunications service and the BIEVC connectivity specifications is the Customer's responsibility, and any consequent loss of connectivity is not the basis of a warranty claim.