

## Terms and Conditions

Updated 20<sup>th</sup> November 2025

Evnex builds devices and provides services to support the charging of electric vehicles. We're working hard to support a future where electric vehicles are charged from clean, low cost electricity. We provide a range of devices and services as part of this mission, and the terms below govern your use of these.

Our Privacy Policy can be found [here](#).

### 1. Application of Terms

- 1.1. We provide electric vehicle charging solutions.
- 1.2. These Terms and Conditions govern the sale and purchase of our Devices and your use of our Services.
- 1.3. By ordering a Device, downloading and using our Apps, accessing the Portal or otherwise using our Services, you agree that you are bound by these Terms and Conditions.
- 1.4. If you are purchasing a Device, using our Apps, accessing our Portal or using our Services on behalf of another person, you represent and warrant that you are authorised to do so.
- 1.5. Our provision of the Services to you is non-exclusive. Nothing in these Terms and Conditions prevents us from providing the Services to any other person.

### 2. Definitions

- 2.1. In these Terms and Conditions;

**Account** means your user account registered through the Apps, Portal and/or Website.

**Additional Users** means the additional users added to your Account through a Sub-Account.

**Apps** means, as applicable, the Evnex **Mobile App** named 'Evnex' on the iOS and Google Play stores for home charging management and our **Installation App** named 'Evnex Installation' on the iOS and Google Play stores designed for charge point commissioning by approved installers.

**Devices** means all smart devices provided by Evnex for charging electric vehicles, including charging stations, power sensors and any accessories for such devices.

**Portal** means the Evnex online dashboard available at [app.evnex.io](http://app.evnex.io).

**Services** means any services rendered by Evnex including services provided through the Apps, Portal and Website and the facilitation of the Devices.

**Sub-Account** means the accounts for each Additional User added to your Account.

**Website** means [www.evnex.com](http://www.evnex.com) or [www.evnex.com.au](http://www.evnex.com.au)

**We, us or our** means Evnex Limited (New Zealand company number 5506425).

**You or your** means you or, if clause 1.4 applies, the entity purchasing a Device, downloading and using the Apps or Portal or otherwise using our Services.

Words in the singular include the plural and vice versa.

### 3. Your Account

- 3.1. To purchase our Devices and use our Services you must open an Account with us using our Apps, Portal or Website. In order to open an Account, you must provide us with certain personal information, including your name, email address, phone number and physical address.

- 3.2. You agree that all information you provide us about you at any time will be accurate, up to date and complete.
- 3.3. You are responsible for maintaining the confidentiality of your Account and password and for preventing any unauthorised person from using your computer or mobile device or your Account or password.
- 3.4. You agree to accept responsibility for all activities that occur under your Account or password. You must tell us immediately if you believe another person has accessed your Account without your authority and you must, if possible, log into your Account and change your password.
- 3.5. Through the Apps or the Portal, you may authorise Additional Users to use your Devices, and shall create Sub-Accounts for such Additional Users for that purpose. You must procure that any Additional Users comply with these Terms and Conditions.
- 3.6. You and any Additional Users shall be liable for your own use of the Services and Devices and undertake to use the Services and the Devices correctly and appropriately.

#### **4. Online Ordering**

- 4.1. You may order our Devices through our Website.
- 4.2. By placing an order on our Website you commit to purchase and pay for the Devices and/or Services that you have ordered. We only accept payment via credit or debit card on our Website.
- 4.3. An order will be automatically created once you fully complete checkout on our Website and payment is accepted. At this point you will receive an email confirmation from us with an order number.
- 4.4. It is your responsibility to ensure all contact details in the order are correct. This will include your name, email address, phone number and installation or delivery address.
- 4.5. We will send and/or make the Devices you have ordered available to you. In the event a Device you have ordered is unavailable, we will notify you as soon as possible of its unavailability, cancel the order and reimburse the corresponding payment.
- 4.6. We reserve the right not to accept, without giving reason, an order for Devices.
- 4.7. Unless agreed otherwise in writing, we will arrange delivery of the Devices to you and any associated delivery costs will be made clear. While the delivery services utilised by us may include insurance for the Devices during transit, we make no representations and give no warranties in respect to such insurance, and you will be responsible for obtaining any specific insurance you require in respect of the Devices during transit. Risk in respect of the Devices shall pass to you when the Devices are delivered to the carrier.

#### **5. Evnex Devices**

- 5.1. If you are a customer in New Zealand the following terms apply:
  - 5.1.1. if you purchase our Devices for personal or household use you will be covered by consumer protection laws in New Zealand, including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
  - 5.1.2. The Consumer Guarantee Act 1993 sets out minimum standards for Devices sold by us. If the Devices we sell are not of good quality or are faulty, and you are a consumer, you may have the right to a repair, replacement or a refund in accordance with the Consumer Guarantee Act 1993.
  - 5.1.3. The Fair Trading Act 1986 protects consumers from being misled and deceived. This applies to all aspects of the promotion and sale of our Devices and Services.

- 5.1.4. If you purchase our Devices for business use or in trade, the provisions of the Consumer Guarantees Act 1993 do not apply in accordance with section 43(2).
- 5.2. If you are a customer in Australia the following terms apply:
  - 5.2.1. Under the Australian Consumer Law (**ACL**) and similar state and territory legislation, consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services.
  - 5.2.2. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.
  - 5.2.3. The ACL sets out minimum standards for Devices sold by us. Where the ACL applies, you may be entitled to a repair, replacement or a refund in accordance with the ACL.
- 5.3. We do not accept returns or exchanges for Devices unless they are faulty or damaged. This means if you order a Device that is not suitable for your needs, or if you change your mind, we will only process returns or exchanges at our discretion. We may, at our discretion, charge a restocking fee of up to 15% of the sale price of the item. The freight cost of returning the item to us will be paid by you.
- 5.4. If pre-orders are made available for Devices the estimated time of arrival will be subject to change. If you place a pre-order you acknowledge that potential delays may occur.
- 5.5. All Evnex charging Devices require an internet connection for continued operation. This can be provided by Wi-Fi, cellular or Ethernet, depending on the device. Charging Devices can operate (without smart features) for up to 28 days at a time without a connection.
- 5.6. Some of our electric vehicle charging Devices may have variable charging rates. These rates may be lower or higher at certain times of day depending on overall electricity consumption in the local area, or the wider grid. We reserve the right to restrict charging rates remotely by default, but you may choose to override restrictions for the current charging session by using the Apps or the Portal.
- 5.7. Devices may not, in any case, be disconnected from the Evnex cloud software or connected to any third party back-office or OCPP cloud software without Evnex's written permission. In all cases, disconnection (break) fees will apply.

## **6. Apps and Services**

- 6.1. Our Apps and Portal may be used in conjunction with our Devices.
- 6.2. Once the Devices you have purchased have been installed, they will be activated by the installer and you may access such Devices through your Account. Your Devices must be accessed in accordance with any instructions provided by us.
- 6.3. You must use the Devices and Services in accordance with these Terms and Conditions (and any other instructions provided by us) solely for:
  - 6.3.1. Your own personal purposes or business purposes as agreed between us; and
  - 6.3.2. Lawful purposes (including, for if you are a customer in New Zealand, complying with the Unsolicited Electronic Messages Act 2007 and, if you are a customer in Australia, complying with the Spam Act 2003 (Cth) and in a way that will not damage our reputation.
- 6.4. You must not resell or make available the Services or Devices to any third party, or otherwise commercially exploit the Services or Devices, unless otherwise provided for in these Terms and Conditions or agreed by us.
- 6.5. We shall be entitled to withdraw, remove, block or cancel access to any Devices, the Apps and Portal and/or delete your Account if:
  - 6.5.1. You have breached these terms and conditions;
  - 6.5.2. You have not paid the price corresponding to your selected subscription plan (if any); or
  - 6.5.3. We detect improper or fraudulent use of a Device.
- 6.6. We reserve the right to change, add to or remove our Services, our Apps and/or our Portal from time to time and we will use reasonable endeavours where possible to notify you about any changes, additions, removal or unavailability.
- 6.7. To the extent permitted by law our warranties are limited to those set out in these Terms and Conditions. Other than as specified in these Terms and Conditions, we make no representation concerning the quality of the Services and do not promise that the Services will:
  - 6.7.1. Meet your requirements or be suitable for a particular purpose; or
  - 6.7.2. Be secure, free of viruses, or other harmful code, uninterrupted or error free.

## **7. Pricing and Charges**

- 7.1. If you are a customer in New Zealand, all prices for Devices in the shopping areas of our Website are in New Zealand dollars (NZD\$) and will be specified as “exclusive” or “inclusive” of Goods and Service Tax.
- 7.2. If you are a customer in Australia, all prices for Devices in the shopping areas of our Website are in Australian dollars (AUD\$) and will be specified as “exclusive” or “inclusive” of Goods and Service Tax.
- 7.3. The cost to purchase our Devices will be published on our Website or otherwise notified to you.
- 7.4. If you purchase any of our electric vehicle charging station Devices we will provide you with a base level of functionality via our Apps or Portal free of charge. We may choose to provide premium features in future and reserve the right to charge for these.
- 7.5. Additional features may be made available via a paid subscription plan, which will be governed by these Terms and Conditions.
- 7.6. Evnex may cancel a paid subscription plan if you do not pay the price corresponding to your selected plan.

- 7.7. We reserve the right to amend our pricing and introduce charges for our Apps, our Portal and our Services at any time. We will notify you in advance of any pricing changes or new charges and will give you the opportunity to stop using our Apps, the Portal and our Services before the changes or new charges are introduced.
- 7.8. All Device prices are correct at the time of publication on our Website; however we reserve the right to alter prices for any reason. If this should happen after you have ordered a Device, we will contact you prior to processing your order.
- 7.9. Afterpay may be offered as a payment option for eligible purchases in New Zealand and Australia. Afterpay-specific terms and conditions are as follows:
- 7.9.1. Afterpay allows you to pay for purchases in four instalments, due every two weeks, without interest. Late fees, eligibility criteria and Afterpay's terms apply.
- 7.9.2. If you choose to use Afterpay, you enter into a separate agreement with Afterpay and are subject to its terms, conditions and privacy policy.
- 7.9.3. Evnex is not responsible for decisions made by Afterpay regarding your eligibility, account status or limits.
- 7.9.4. Further information about Afterpay, including full terms and privacy details, is available at [www.afterpay.com](http://www.afterpay.com).

## **8. Intellectual Property**

- 8.1. We grant you a limited, revocable at will, and non-exclusive licence to use the Website, Apps and Portal in accordance with these Terms and Conditions. For the avoidance of doubt, 'Evnex' and other trade marks featuring on our website are owned by us and must not be used by you for any purpose.
- 8.2. All title to and all intellectual property rights in and to our Website, Apps, Portal and the Devices and all underlying systems are owned by us or our licensors. Nothing in these Terms and Conditions transfers that ownership and you agree to not dispute our ownership of such items at any time.
- 8.3. To the extent not owned by us, you grant us a worldwide, non-exclusive, fully paid up, transferable, perpetual, irrevocable licence to use any know how, techniques, ideas, methodologies used or discovered by us in the provision of the Services.
- 8.4. You may not, without out prior written permission, in any form or by any means:
- 8.4.1. Adopt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of the Website, Apps, Portal or Devices; or
- 8.4.2. Commercialise, copy or on sell any information, or items obtained from any part of the Website, Apps, Portal or Devices except to the extent permitted by these Terms and Conditions.

## **9. Privacy and Data**

- 9.1. Any personal information we collect about you is governed by our Privacy Policy which forms part of these Terms and Conditions. You can find a copy of our Privacy Policy [here](#).
- 9.2. By submitting personal information to us (including when you purchase a Device, use our Apps, access our Portal or use our Services), you accept the terms of our Privacy Policy, and you consent to our collection, use, disclosure, and retention of your personal information as described in our Privacy Policy.

## **10. Liability**

- 10.1. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms and Conditions is hereby excluded. Nothing in this term will affect your statutory rights as a New Zealand or Australian consumer (as applicable).
- 10.2. In no event will we be liable (whether in contract, tort including negligence, or otherwise) to you for:
- 10.2.1. Loss of revenue or profit, loss of anticipated savings, loss of goodwill or opportunity,

loss of production, loss or corruption of data or wasted management or staff time; or

10.2.2. Loss, damage, cost or expense of any kind whatsoever that is indirect, consequential, or of a special nature,

arising directly or indirectly out of your use of the Website, the Apps, the Portal, the Devices or our Services, even if we had been advised of the possibility of such damages, and even if such loss, damage, cost or expense was reasonably foreseeable by us.

10.3. We shall not be liable for the use or deterioration or wear and tear of the Devices due to your use.

10.4. Our maximum liability to you arising out of any and all claims relating to your use of the Website, our Devices, our Services or our Apps (whether in contract, tort (including negligence) or otherwise) will not in any circumstances exceed NZD\$100.00.

10.5. You indemnify us from and against any and all liability, losses, damages, costs and expenses awarded against, incurred or suffered by us, arising out of the non-performance or breach by you of any of your obligations under these Terms and Conditions or your use of the Website, Apps, Portal, Devices or our Services.

10.6. None of the exclusions or limitations set out in these Terms and Conditions will have the effect of limiting or excluding any form of liability where such liability cannot be so limited or excluded under applicable law.

## **11. Apple and Google**

11.1. **Apple App Store:** If you have downloaded the Apps from the Apple App Store, the following additional terms and conditions apply:

11.1.1. These Terms and Conditions are solely between you and us, and not with Apple. We (and not Apple) are solely responsible for the Apps and their content (subject to these Terms and Conditions). You acknowledge that Apple has no obligation to furnish any maintenance or support services to you in connection with the Apps.

11.1.2. In the event of any failure of the Apps to conform to any warranty that might be contained or implied into these Terms and Conditions, you may notify Apple, and Apple will refund the purchase price (if any) for the Apps. Except for the foregoing, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apps.

11.1.3. Any claim in connection with the Apps related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by these Terms and Conditions, and Apple is not responsible for such claims.

11.1.4. You must comply with the Apple App Store terms of use, including the Usage Rules.

11.1.5. Apple and its subsidiaries are third party beneficiaries to these Terms and Conditions and, upon your acceptance of them, Apple will have the right to enforce these terms against you.

11.1.6. All other terms and conditions of these Terms and Conditions apply to your use of the Apps.

11.2. **Google Play Store:** Where you have downloaded the Apps from the Google Play Store, you agree:

- (a) Your rights to install and use the Apps are subject to these Terms and Conditions and the relevant terms in the Google Play Store terms of service;
- (b) Google is not responsible for the Apps in any way, including any maintenance or support of the Apps; and
- (c) We (and not Google) are responsible for addressing any claims by you or a third party in connection with the Apps (including any claims by a third party that the Apps breach that persons intellectual property rights).

- 11.3. **Restricted countries:** You represent and warrant that you are not and will not, be located in any country that is the subject of a US Government embargo or that has been designated by the US Government a “terrorist supporting” country, and that you are not listed on any US Government list of prohibited or restricted parties.

## **12. Disputes**

- 12.1. Before taking any court action, both of us must use best efforts to resolve any dispute under, or in connection with, these Terms and Conditions through good faith negotiations.
- 12.2. This clause does not affect either of our rights right to seek urgent interlocutory and/or injunctive relief.

## **13. Black Friday Terms and Conditions**

- 13.1. Black Friday Sale Offer is valid from 20 November to 1 December 2025, or while stocks last. The promotion applies only to eligible purchases made via the Evnex website or authorised channels during the promotional period. The Black Friday Sale Offer is:
- 13.1.1. Available to Australian customers only.
  - 13.1.2. Offered at the discretion of Evnex. Evnex reserves the right to amend, extend, or withdraw the promotion at any time without prior notice, including in the event of technical errors, pricing discrepancies, or stock unavailability.
  - 13.1.3. Able to be amended for accuracy. Evnex reserves the right to correct any typographical, pricing, or promotional errors at its discretion.
- 13.2. Discounted pricing cannot be used in conjunction with any other offer, promotion, bundle, or discount code.
- 13.3. The E2 Flex is a new product. The advertised price of \$649 is a launch price and has not been previously offered at a higher price. Shipping for the E2 Flex begins from 1 December 2025.
- 13.4. There is a limit of two E2 Flex units per customer unless otherwise approved by Evnex.
- 13.5. Fully installed purchases may be subject to extended wait times due to installer availability and seasonal demand. To maximise the likelihood of installation before Christmas, customers are encouraged to purchase the charger unit only via our Shopify store.
- 13.6. Standard return and refund policies apply. For more details, please refer to our [Supply of Goods Terms and Conditions](#).
- 13.7. Evnex is not liable for delays or issues arising from third-party logistics providers or installation partners.
- 13.8. Participation in this promotion is deemed acceptance of these Terms & Conditions.
- 13.9. These terms are governed by the laws of New South Wales, Australia.
- 13.10. Personal information collected as part of the Black Friday Sale Offer will be used in accordance with Evnex's [Privacy Policy](#)

## **14. General**

- 14.1. We may amend these Terms and Conditions from time to time without notifying you. The current and binding Terms and Conditions will be the version displayed on the Website at the relevant time.
- 14.2. We may terminate or suspend these Terms and Conditions and any agreement created by them at any time if you breach any provision in these Terms and Conditions, or if you do or omit to do anything that we consider damages or adversely affects, or is likely to damage or adversely affect, us, our Website, Apps, Portal, Devices or our Services.
- 14.3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability

limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

- 14.4. We will not be liable to you for any breach of, or failure to perform, any of our obligations under these Terms and Conditions where our breach or failure is caused by anything beyond our reasonable control, including (without limitation) war, civil commotion, hostility, act of terrorism, strike, lockout, other industrial act, weather phenomena or other act of God, governmental regulation or direction.
- 14.5. These Terms and Conditions, and any disputes arising from or relating to the conduct covered by them, are governed by the laws of New Zealand. You hereby submit to the non-exclusive jurisdiction of the courts of New Zealand.