



## **SUPPLY & INSTALL TERMS and CONDITIONS**

WHEREAS: the Canuck Charging Stations is the “Contractor” and a Client is the “Customer”

### **1.RETURN AND REFUND**

1.1. All sales are final, no exchanges.

1.2.The Customer can return the product for a refund with 30 days of purchase and 20% restocking fee will be charged for returned items.

1.3.Any product the Customer returns must be in the same condition the Customer received it and in the original packaging. The Customer will be responsible for the shipping costs incurred

### **2.WARRANTY**

#### **2.1.Warranty on Chargers**

2.1.1.The Contractor offers a three year manufacturer’s warranty on all of our residential use charging stations (EVduty & JuiceBox).

2.1.2.The Contractor offers a three year manufacturer’s warranty on EVduty commercial use charging stations and offer a one year manufacturer’s warranty on JuiceBox commercial charging stations. The additional 2-year or 4-year extended warranty on JuiceBox commercial charging stations could be purchased separately.

2.1.3. The EV charging station cable and plug (connector) are under warranty for one (1) year.

2.1.4. All EV charging station accessories are under warranty for one (1) year.

2.1.5.The warranty covers parts and factory labor.

2.1.6.Warranty doesn’t cover any defect caused by an abnormal use of the product

2.1.7.To be eligible for warranty, ESA inspection certificate for Ontario or provincial inspection certificate for installation of the charger should be submitted.

2.1.8. The Customer should contact manufacturer directly for all warranty claims:

- **EVduty Charging Stations**

ELMEC SERVICE SUPPORT

1441, 2nd Avenue, Shawinigan, Québec, G9T 2X9

- **JuiceBox Charging Stations**

AUTOCHARGERS.CA CORPORATION

90 Gough Road, Unit 2, Markham, Ontario, L3R 5V5

## **2.2.Warranty on Installation Services**

2.2.1.In the event that any devices, units and or installation service rendered by a Contractor representatives or it's subcontractors fails reasonably to perform satisfactory for the Customer, within one year from the completion date of the Customer signed invoice, the service and/ or parts covered by the original invoice will be corrected or replaced at no extra charge, unless the invoice is noted to show that the Customer declined to sign this document and or declined the authorize specified parts, units, devices, materials, or labour as required to satisfactory performance.

2.2.2.The Warranty applies only to the device, unit, and installation service performed by Contractor or it's subcontractor authorized electricians. Any work performed by anyone else will void warranty.

2.2.3.This warranty does not in any way extend to consequential damages, nor does it apply to any performance failure due to such causes as fire, theft, wreck, collision, any negligence or willful abuse.

2.2.4.This warranty does not in any way indemnify the customer from the cost of transportation, shipping, labour, replacement, leasing or rental expenses resulting from a workmanship or material failure.

2.2.5.Warranty is NULL and VOID if invoices are not paid as per the terms of the contract.

## **3.INSTALLATION SERVICE TERMS AND CONDITIONS**

3.1. The Customer is to give the Contractor reasonable notice to commence work.

3.2. All products and materials shall remain the property of the Contractor until the contract is paid in full by the Customer. The goods shall remain strictly personal property of the Contractor irrespective of its mode of attachment to the building or premises where the goods may be located or installed.

3.3 Contractor shall not be liable for delays and/or defaults due to any cause beyond contractor's reasonable control, including act and/or omission by Buyer, buyer's servants, other contractors or subcontractors. or anyone at the site not in the employ of, at the invitation of, or under control of the Contractor; nor shall the Contractor be liable for delays and/or defaults due to matters beyond its reasonable control such as fire, lightning, tempest, floods, war, acts of God, strike, lockouts, accidents, acts of government and unavailability of materials.

3.4. All prices quoted are based on non-union labour and are subject to change if it becomes necessary to employ union workers.

3.5.The undersigned agrees to guarantee (both individually and as a corporate officer) payment of all amounts due plus 2% per month compounded monthly (26.77% per annum) service charge and all collection costs including reasonable solicitor's fee and the cost of effecting a lien pursuant to the construction lien act, should the amount become delinquent.

3.6. No credits or allowances shall be given to the Customer for deletions or alterations, except with the prior written approval of the Contractor.

3.7. Payment for chargers is upon signing contract. Payment for installation service is due on completion unless otherwise stated.

3.8. The Customer shall be responsible for the cost of added changes made by the Building Department of the Municipality issuing the permit.

3.9. The Customer will supply the Contractor with a schedule specifying required delivery. In the event that the Customer is not ready for the product to be installed according to the schedule, the Contractor

reserves the right to deliver the product to the site or inventory it in its warehouse, if the Customer prefers, and to invoice the Customer for product value of the contract.

3.10. The Customer shall provide the Contractor with reasonable access to the subject premises each day, Sundays and statutory holidays excepted, until the goods are installed and shall permit the Contractor to display its sign at the front of the subject premises. The Contractor shall not be responsible for any loss, costs or damages (consequential or otherwise) arising from its actions taken pursuant to this Contract apart from direct loss occasioned by the Contractor's own negligence.

3.11. The Customer represents and warrants to the Contractor that the Contractor is the owner of the subject premises and that the work to be done by the Contractor pursuant to this Contract conforms with all municipal zoning bylaws and other applicable government regulations.

3.12. Any expense incurred by the Contractor arising, directly or indirectly, out of any matter or thing not disclosed to the Contractor or in respect of which the Customer has no prior knowledge shall be the responsibility of the Customer.

3.13. Payments on account of this Contract are only to be made to the Contractor, and any payment made by the Customer to a person other than the Contractor is void against the Contractor.

3.14. In the event of default in payment of any amount when due hereunder, the Contractor may without prejudice to all other rights and remedies which the Contractor may have, take possession of the goods and dispose of the same either by public or private sale and apply the proceeds in satisfaction of such amounts and in the event of a deficiency the Customer shall be liable therefor.

3.15. This Contract constitutes the entire agreement between the parties, and there are no conditions, warranties or representations, express or implied, statutory or otherwise with respect to the goods or this Contract or affecting the rights and obligations of the parties hereunder except as otherwise provided herein in writing.