

Service Level Schedule: Remote Services & Parts

This Schedule sets out terms that will apply if the Customer elects to purchase enhanced maintenance support service level commitments in connection with Tritium Products and as set out in the relevant Quote or Products & Prices Schedule (**Service Package**).

The applicable Remote Services and Parts Dispatch (**Service Levels**) as set out in the Service Level table below correspond to the Service Package tier purchased.

The applicable Service Levels operate in addition and without limitation to the [Tritium Warranty Statement](#) (**Warranty**).

REMOTE SERVICES & PARTS		
Service Levels	Advanced	Premium
Case Diagnosis	72 hours	24 hours
Parts Dispatch	120 hours	48 hours

Unless otherwise defined in this Schedule, capitalised terms used herein shall have the meaning ascribed to them in the [Terms of Sale](#).

1 Ordering Service Packages, Pricing and Service Levels

- 1.1 The Customer may order a Service Package with committed Service Levels on a per site basis, by providing Tritium with a Purchase Order pursuant to this Schedule containing the pricing quoted by Tritium in accordance with the Products & Services Schedule and nominating the Service Package options requested for each Tritium Product and site.
- 1.2 Upon confirmed written acceptance by Tritium, such Purchase Orders will be binding for the duration set out in Tritium's Quote (the "**Initial Term**") and shall automatically renew for successive twelve (12) month renewal periods unless terminated earlier in accordance with clause 7 below or by either Party giving not less than ninety (90) days prior written notice before the end of the Initial Term or renewal period. The Customer may not reduce the Service Package for a Product that is the subject of a binding Order and may only have one Service Package tier of support for a designated site.
- 1.3 The Service Levels will apply for each nominated Product and site per the relevant Service Package ordered, provided that:
 - (a) the Product has been installed by a Certified Installation Agent and, if the Product is a PK, PKM, or TRI-FLEX Product, it has been directly commissioned by Tritium (or a Certified Commissioning Agent);
 - (b) the Customer has accurately advised Tritium of the location of the Product through MyTritium and the installation of the Product by submitting the site installation checklist to MyTritium;
 - (c) Tritium has effective remote network access to Products in the manner required by Tritium for the efficient provision of the Service Levels, and
 - (d) up to date Preventative Maintenance has been performed on the relevant Product by a Certified Maintenance Agent and relevant Preventative Maintenance evidence, as specified by Tritium, has been provided.
- 1.4 The monthly Fees for relevant Service Package are set out in the Quote. The total Service Package Fee will be the combination of the total per Product cost of the Service Package tier and options ordered,

subject to any deduction of Service Credits (if applicable) under clause 3 below.

- 1.5 Unless otherwise stated in an accepted Purchase Order, Fees will commence in the month following completion of both acceptance of the Purchase Order and Product Installation. Fees for the initial month will be prorated if only a partial month applies.
- 1.6 Upon each anniversary of Tritium's Quote, Tritium will be entitled to update the Fees in accordance with the relevant Index and such fees will be reflected in any subsequent invoices issued to Customer for the remainder of the applicable Term.

2 Product Fault Recognition and Services

- 2.1 All reporting of Product faults to Tritium must be made by the Customer by logging a fault notification in MyTritium. Where 24/7 Active Monitoring applies, Tritium will log a Product fault in MyTritium on behalf of the Customer.
- 2.2 For each Product fault notified to Tritium in accordance with Clause 2.1, Tritium will take the actions to address the fault in accordance with the Service Levels purchased for the relevant Product.
- 2.3 The measurement of Tritium's Remote Services and Parts Dispatch (as applicable) starts from the time the Product fault is logged in MyTritium and ends when the Remote Services and Parts Dispatch (as applicable) are confirmed in MyTritium.
- 2.4 Time lapse which results from Excluded Delays will be excluded from the measurement of Remote Services and Parts Dispatch (as applicable).
- 2.5 Customer must:
 - a) ensure that all its personnel who have access to and use of MyTritium for the purpose of reporting faults have undertaken all training required by Tritium, including training for initial access to MyTritium and for updates of MyTritium and Products.
 - b) provide any further information Tritium reasonably requests for the purposes of providing Service Packages in a timely manner;
 - c) ensure that all data and other information it provides to Tritium for the purposes of providing Service Packages is complete, accurate and not misleading;
 - d) ensure that the Products are installed, operated, maintained, and updated in compliance with Tritium's recommendations and all applicable regulatory requirements; and
 - e) be responsible for its compliance with the law.

3 Service Credits

- 3.1 For each Product Tritium fails to meet the applicable Remote Services or Parts Dispatch times in any calendar month following the Grace Period, the Customer will be entitled to a 100% reduction of the Service Level Fee for the affected Product that calendar month.
- 3.2 Tritium shall provide the Customer with a monthly report detailing Tritium's Service Level performance (**Performance Report**) for the preceding calendar month. The Performance Report shall include metrics demonstrating the degree of conformity with the applicable Service Levels for the relevant period. The Customer acknowledges and agrees that the Performance Report is conclusive evidence of the Customer's entitlement to any reduction in Service Level Fees under this clause 3.
- 3.3 Any reduction in Service Level Fees due under this clause 3 will be paid by Tritium crediting the next monthly invoice and is the Customer's sole remedy for any failure to meet any Service Level.

4 Repair Outside of Warranty

- 4.1 If repair services are required for a Product for which the cost is not the responsibility of Tritium under Warranty, then the Customer must pre-purchase credits for the provision of Remove Services and/or Parts as applicable (**Pre-paid Credits**).
- 4.2 Tritium is not required to provide Service Packages at the relevant Service Levels for Products outside of Warranty unless the Customer has sufficient Pre-paid Credits.
- 4.3 The Customer is responsible for purchasing additional Pre-paid Credits to ensure sufficient budget remains available for Tritium to provide Service Packages at the Service Levels.
- 4.4 Time spent preparing and agreeing any such quote for Pre-paid Credits will be an Excluded Delay.

5 Invoices & Taxes

- 5.1 Tritium will invoice the Customer monthly in advance for the Service Level Fees. The invoiced amount each month will be net of any Service Credit (if applicable under clause 3) for the prior month. The Customer must pay the balance as per the specified payment terms of the invoice.
- 5.2 Tritium will periodically invoice the Customer for Pre-paid Credits for repairs outside of Warranty which the Customer must prepay in advance of the repairs/components being performed/provided.
- 5.3 Any charges specified in any Quote given by Tritium for a Service Package do not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, consumption, use or withholding taxes (**Taxes**).
- 5.4 The Customer is responsible for payment of all Taxes associated with any supply made pursuant to a Quote (excluding taxes on Tritium's income or property) and any related penalties and interest. The Customer must not reduce any amount payable to account for any withholding tax. The Customer must provide Tritium when asked with reasonable evidence that it has paid applicable Taxes.

6 Limitation of liability

- 6.1 With the exception of any death or personal injury caused or contributed to, the liability of the parties to each other for any loss or damage suffered or incurred in connection with a Service Package, however caused and including due to negligence, is limited to the Fee payable over the Term in connection with the Service Package. This limitation is an aggregate limit for all claims, whenever made. Neither party is liable for any Consequential Loss suffered or incurred by the other party, however caused (including due to their negligence), in connection with this agreement.

7 Termination

- 7.1 If:
- (a) a party commits a material breach in relation to a Service Package which cannot be remedied; or
 - (b) a party commits a material breach in relation to a Service Package which can be remedied but fails to remedy that breach within 30 days of receiving written notice from the other party requiring it to do so; or
 - (c) an insolvency event occurs in relation to a party,

- 7.2 then to the extent permitted by law, the other party may terminate the affected Service Package/s by written notice to that party with immediate effect.

8 Definitions

- 8.1 The following definitions apply in this Schedule:

- (a) **Consequential Loss** means any one or more of the following: loss of bargain; loss of revenues; loss of reputation; indirect loss; loss of profits; consequential loss; loss of actual or anticipated savings; lost opportunities, including opportunities to enter into arrangements with third parties; loss or damage in connection with claims against a party by third parties; and loss or corruption of data.
- (b) **Certified Commissioning Agent** means an agent of Tritium who is trained and individually certified by Tritium to commission a PK, PKM, TRI-FLEX Product.
- (c) **Certified Installation Agent** means an agent of Tritium or of Customer who is trained in the Products and individually certified by Tritium to conduct installation activities.
- (d) **Certified Maintenance Agent** means an agent of Tritium or of Customer who is trained in the Products and individually accredited by Tritium to conduct maintenance activities.
- (e) **Excluded Delay** means Customer initiated delay (e.g. delay in responding to a request from Tritium or time spent agreeing a quote for any related maintenance charges); weekends and public holidays (in relation to Parts Dispatch only); any delay arising through a breach of Customer's obligations; or any matter that is not reasonably within the control of Tritium (e.g. severe weather conditions or other force majeure event or lack of adequate power or telecommunications services from a utility provider).
- (f) **Grace Period** means in relation to each site thirty (30) days from Tritium accepting a Purchase Order required to enable a Service Level in accordance with the relevant Service Package tier, or such earlier time at which Customer is notified by Tritium.
- (g) **Index** means a percentage equal to the percentage change from the preceding year in relation to an official published inflation rate index applicable to goods and services for the respective region.
- (h) **Parts Dispatch** means that Tritium has released the required component(s) for the relevant Product fault.
- (i) **Preventative Maintenance** means annual preventative maintenance which is performed in line with the relevant Product maintenance schedules and documentation provided by Tritium. Tritium may adjust the contents and frequency of these maintenance activities as reasonably required and upon reasonable notice to the Customer.
- (j) **Case Diagnosis** means a Tritium Support Engineer has either (i) returned the Product to service remotely, or (ii) determined that onsite intervention is required.