

## WARRANTY DOCUMENT FOR PRO-Li LITHIUM BATTERIES AND CHARGERS

Effective Date: 01 July 2024

Applicable Regions: Australia and New Zealand

### 1. INTRODUCTION

Thank you for choosing our PRO-Li Lithium Battery and PRO-Li Lithium Battery Charger.

We are committed to providing high-quality products and stand behind them with the following warranty policy. This document outlines the terms and conditions of our warranty for both personal and commercial use in regions of Australia and New Zealand.

### 2. DEFINITIONS

- **Personal Use:** Utilization of the product for personal, family, or household transport purposes. E.g. Personal transport for the owner or the owner's family and friends where the cart is parked and/or stored within your residential property OR, where the cart is stored in a golf club facility and used to play golf by the owner or the owner's family/friends only.
- **Commercial Use:** Utilization of the product for business, professional, or commercial activities and all uses outside the scope of Personal Use.
- **Unlimited Kilometre Warranty:** Warranty coverage is not limited by the distance, hours or number of kilometres the product has been used for.

### 3. WARRANTY COVERAGE

#### 3.1 Personal Use Warranty

- **PRO-Li Lithium Battery:** We offer a 5-year Unlimited Kilometre Warranty. If the battery exhibits defects in materials or workmanship within five years from the date of purchase, we will replace or repair the battery product free of charge. Freight will be charged accordingly.
- **Lithium Battery Charger:** We offer a 3-year Warranty. If the charger exhibits defects in materials or workmanship within three years from the date of purchase, we will replace the charger product free of charge including freight. Installation shall be the responsibility of the owner and must be installed by an authorised technician or photo evidence provided after install to prove it has been replaced in a safe and professional manor.

*Disclaimer: If the battery is deemed harmful to the cart, environment or property by ECAR Golf Pty Ltd the battery will be replaced. If there is a minor fault deemed by ECAR Golf Pty Ltd the component or part will be replaced and the battery repaired.*

#### 3.2 Commercial Use Warranty

- **PRO-Li Lithium Battery:** We offer a 5-year Unlimited Kilometre Warranty. If the battery exhibits defects in materials or workmanship within five years from the date of purchase, we will replace or repair the battery product free of charge. Freight will be charged accordingly.
- **Lithium Battery Charger:** We offer a 3-year Warranty. If the charger exhibits defects in materials or workmanship within three years from the date of purchase, we will replace the charger product free of charge including freight. Installation shall be the responsibility of the owner and must be installed by an authorised technician or photo evidence provided after install to prove it has been replaced in a safe and professional manor.

*Disclaimer: If the battery is deemed harmful to the cart, environment or property by ECAR Golf Pty Ltd the battery will be replaced. If there is a minor fault deemed by ECAR Golf Pty Ltd the component or part will be replaced and the battery repaired.*

**Note:** This warranty is a full replacement warranty and is not pro-rata or limited. Full replacement or immediate repair will be provided within the specified time frames above.

### Repaired

If the battery is deemed to be repaired by ECAR Golf Pty Ltd, an authorised technician or will be provided with instruction and the required parts to complete the repair. The cart or battery will then be made available to the authorised technician to complete the required work. This shall be the responsibility of the customer. The battery or cart cannot be made available it shall be the buyer's responsibility to remove the battery according to provided instructions and shipped to ECAR Golf for repair. The battery will then have to pass testing before being reconnected and put back in use inside of the golf cart. This will ensure the battery is repaired to a satisfactory level and will be safe and reliable for continued use for the expected lifespan of the battery.

### Replaced

If the battery is deemed to be replaced by ECAR Golf Pty, a new/unused battery will be supplied by ECAR Golf Pty Ltd to the end customer. It is the buyer's responsibility to complete the install if an authorised technician cannot gain access to the golf cart. Photo evidence of the installation shall be sent to ECAR Golf Pty Ltd upon install for the balance of the warranty to remain. This is to ensure the battery has been secured in the same factory fitted manor and all connections are safe and compliant.

### Expense of Shipping the PRO-Li Battery or Components

In the event of a customer's PRO-Li needing to be returned to ECAR Golf Pty Ltd or the nearest authorised technician for repair, it must be shipped in a box with suitable Lithium suitable shipping labels (UN marks). If the customer does not have access to such packaging, contact ECAR Golf Pty Ltd and a box will be shipped to the customer for a flat fee of \$15.00 inc. GST.

The cost of shipping the Lithium battery product will be capped at a flat fee of \$150.00 inc. GST to most areas within Australia and is payable by the customer. Remote or hard to reach locations will be quoted on a case-by-case basis if our freight contractors are unable to service the location. ECAR Golf Pty Ltd will assist in booking and arranging the freight, and the cost of the shipping will be payable by the customer. Shipping Lithium Batteries requires specialty knowledge and ECAR Golf does not expect the customer to complete this type of shipment on their own.

## 4. Warranty Conditions

- The warranty applies only to the original purchaser and is non-transferable unless provided in writing to ECAR Golf Pty Ltd or the Authorised Dealer within 14 days of the sale/handover of the golf cart. Warranty is non-transferable if the battery system is removed and installed in another golf cart.
- Proof of purchase (original sales receipt) must be provided for all warranty claims.
- The product must have been used and maintained according to the guidelines outlined in the user manual.
- All warranty services must be performed by authorised personnel.
- Registration Requirement: To receive full warranty coverage, you must register your battery within 90 days of purchase at [ecargolf.com.au/battery-registration](http://ecargolf.com.au/battery-registration). Batteries not registered within this period will be covered for one (1) year from the date of purchase. New ECAR Golf cart purchases will already have the battery warranty registered upon delivery.

## 5. Warranty Exclusions

This warranty does not cover:

- Damage resulting from incorrect installation, misuse, abuse, neglect, or improper maintenance.
- Damage caused by environmental conditions, including but not limited to extreme temperatures, water, or extreme humidity. The battery is IP67 rated, any exposure to environmental factors beyond this rating are excluded from this warranty.
- Using non-approved components or accessories not supplied by ECAR Golf Pty Ltd.
- Incorrect battery size or capacity for the application (e.g., insufficient amp hours or repeated excessive depth of discharge within 24 hours).

- Failure to charge the battery at least once every three months, which is necessary to maintain battery health. Consult the user manual for correct charging when stored.
- Physical damage due to accidents, mishandling, or over-tightening of terminals.
- Products that have been tampered with, including serial numbers that have been altered or removed.
- Consequential damage caused by faulty components in other systems (e.g., motor, controller, or solenoid failure).
- Products used for purposes outside of their design, such as repeated deep discharging or drawing more current than the batteries rating.
- Use of batteries connected improperly in series or using more than two batteries in parallel. The PRO-Li system is designed for single battery connection only.
- Improper storage, such as storing the battery in a fully discharged state, submersion in water, or exposure to extreme temperatures outside the ratings of the product.
- Batteries purchased from non-authorized dealers of ECAR PRO-Li Lithium Batteries carry no warranty.
- Batteries installed by non-authorized technicians and detailed evidence not provided of the battery install by others shall carry no warranty.
- The cost of returning the product (including any shipping, handling, and packaging fees) for warranty evaluation, repair or replacement. This is the responsibility of the customer.

#### **Period of Warranty after a claim:**

Our warranty offers a fixed term of 5 years on the battery and 3 years on the charger as per the stated provisions. If a replacement is issued within these time frames, the original warranty period continues from the original purchase date and does not reset. This policy does not limit your rights under Australian Consumer Law, which may provide further remedies if the product fails to meet acceptable quality standards beyond the warranty period.

**Note:** As per Australian Consumer Law (ACL), we will not be responsible or liable for any consequential or incidental expenses or losses if the battery is used outside of private, domestic, or intended approved purposes. This warranty is in addition to your consumer guarantees under the ACL.

## **6. Statutory Rights**

### **Australia:**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure of the product. You are also entitled to have the goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

### **New Zealand:**

Our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act 1993 (CGA). This warranty is in addition to your rights under the CGA. If the goods fail to comply with the guarantees under the CGA, you are entitled to a repair, replacement, or refund.

## 7. How to Make a Warranty Claim

To make a warranty claim, please follow these steps:

1. Contact Us: Reach out to our Sales Department at [sales@ecargolf.com.au](mailto:sales@ecargolf.com.au) to report the issue.
2. Provide Documentation: You will be required to provide proof of purchase, clear and detailed photos, or video evidence of the failure, and any other relevant information. An authorised technician should always inspect the system and substantiate the fault prior to the claim being made. If an authorised technician is unable to inspect, please contact your place of purchase or ECAR Golf Pty Ltd for further instruction.
3. Return the Product: If the claim is valid, we will issue an approval to return the product to us at the customer's expense as per the information in this policy. Ensure you include the "Approval to Send" letter, the proof of purchase, and any additional documents required. The Approval to Send letter will be provided upon approval of the claim.

The product will be tested upon receipt to determine whether it is covered under the warranty, if require. If the product is found to be defective, or evidence of the fault has been sufficiently supplied prior to the return of the product, it will be repaired or replaced, at our discretion. Refunds are not available.

## 8. Shipping and Returns

In the event that your PRO-Li Lithium Battery or Charger needs to be returned for warranty evaluation:

- The customer is responsible for the cost of shipping the product back to us.
- We recommend insuring your return shipment to cover any loss or damage during transit.
- Use a carrier that provides tracking numbers and proof of delivery.
- The product must be shipped in a lithium-ion UN-approved shipping box. If you do not have the original packaging, contact us to arrange for proper packaging at an additional cost.

We will cover the cost of return shipping if the product is deemed defective under the terms of this warranty.

## 9. Limitation of Liability

Our liability under this warranty is limited to the replacement of the product within the warranty period. We shall not be liable for any incidental or consequential damages, including but not limited to, loss of profits, loss of use, removal, shipping, or installation costs.

## 10. Warranty Disclaimer

Except for the warranty provided above, we disclaim all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

## 11. Governing Law

This warranty shall be governed by and construed in accordance with the laws of:

- Australia: The laws of the State or Territory in which the product was purchased.
- New Zealand: The laws of New Zealand.

## 12. Privacy

Your personal information collected during the warranty claim process will be handled in accordance with our Privacy Policy and the Privacy Act 1988 (Cth) in Australia and the Privacy Act 2020 in New Zealand.

## ECAR Golf Pty Ltd.

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Thank you for your trust in our products. We are dedicated to ensuring your satisfaction.