



**LIMITED WARRANTY + REGISTRATION**

**PowerCharge<sup>®</sup>**

## LIMITED WARRANTY + REGISTRATION | FOR ELECTRIC VEHICLE CHARGING STATION

- **PowerCharge Electric Vehicle Charging Station** is warranted against defects in materials and workmanship for three (3) years from date of purchase.
- **Cables and Connectors** are warranted against defects in materials and workmanship for ninety (90) days from purchase.

### IMPORTANT

It is the Purchaser's obligation to register the Charging Station with PowerCharge and failure to do so may delay warranty support. This warranty is only valid to the original purchaser of the Electric Vehicle Charging Station and is not transferrable. **ALL WARRANTY CLAIMS MUST BE MADE WITHIN THE WARRANTY PERIOD AND PROOF OF PRODUCT PURCHASE AND WARRANTY REGISTRATION NUMBER MUST BE SUPPLIED.** This warranty does not cover the cost of freight to return the Electric Vehicle Charging Station to PowerCharge.

### REGISTRATION

Please complete and return the accompanying Warranty Registration Card to: **500 Canal View Blvd suite 100, Rochester, NY 14623** or email the product registration information to **warranty@powerchargeev.com**.

Subject to the exclusions from the Warranty coverage set forth below, PowerCharge warrants that, when used under normal operating conditions, your Charging Station will be free from any defects in materials or workmanship for a period (the "Warranty Period") of three (3) years from the date of original purchase. If, during the Warranty Period, your Charging Station becomes defective in breach of the Warranty, PowerCharge will, upon written notice of the defect received during the Warranty Period, either repair or replace, at PowerCharge's election, the Charging Station. The Warranty covers both parts and labor necessary to repair your Charging Station but does not include any on-site labor costs related to un-installing or reinstalling the repaired or replacement Charging Station. Any replacement Charging Stations so furnished will be warranted for the remainder of the original Warranty Period.

## **STEPS TO OBTAIN WARRANTY SERVICE**

- 1.If at any time during the term of your Warranty you believe you have a defective Charging Station, contact customer service at 1.585.533.4085 or warranty@powerchargeev.com and request a Return Material Authorization. (“RMA”) number from PowerCharge.
- 2.In connection with your RMA request, you will be asked for each of the following:
  - a.A detailed description of the problems you are experiencing with the Charging Station;
  - b.The model number and serial Number of the Charging Station;
  - c.Proof of Purchase and Warranty Registration Number;
  - d.Return Shipping Information;
- 3.If PowerCharge determines that the defect appears to be covered by your Warranty and your Warranty is still in effect you will be provided a Returned Material Authorization Number (RMA number) to reference when returning the defective Charging Station for repair or replacement.
- 4.Ship the defective Charging Station to PowerCharge and reference the RMA number in the shipping documentation. The Charging Station must be returned in its original shipping container or in another shipping container designed to prevent damage to the Charging Station.
- 5.If you Charging Station is covered by Warranty, PowerCharge will either repair or replace the defective Charging Station at no charge to you and ship the repaired or replaced Charging Station back to you at PowerCharge’s expense.

## **IMPORTANT**

- 1.You are responsible for the proper installation and maintenance of the Charging Station including the uninstalling of any defective Charging Station and the installation of repaired or replacement Charging Station returned to you.
- 2.Any service or repairs beyond the scope of the Warranty above will be performed upon customer approval at PowerCharge’s then prevailing labor rates and other applicable charges.
- 3.Any Charging Station that is found by PowerCharge to be out-of-warranty or otherwise ineligible for warranty services will be returned, repaired or replaced upon approval at PowerCharge’s standard charges at your expense.
- 4.Please read carefully through the detailed descriptions of the WARRANTY, the EXCLUSIONS FROM WARRANTY, and the DISCLAIMER AND LIMITATION OF LIABILITY listed below to assure that your Charging Station is eligible for warranty service without additional cost to you.

## **REPLACEMENT PARTS OR CHARGING STATIONS**

You acknowledge that replacement parts or Charging Stations provided by PowerCharge under the Warranty may be remanufactured or reconditioned parts or Charging Stations. All replaced parts, whether under warranty or not, become the property of PowerCharge. Any replacement parts or Charging Stations so furnished will be warranted for the remainder of the original Warranty Period.

## **EXCULSIONS FROM WARRANTY**

IMPORTANT: The Warranty on your Charging Station shall not apply to defects or service repairs resulting from the following:

- Improper site preparation or maintenance, improper installation, cosmetic damage such as scratches and dents or normal aging.
- Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle) or use of the Charging Station in a way other than is specified in the applicable PowerCharge documentation.
- Installation, alteration, disassembly, modification or relocation of the Charging Station that was not approved in writing by PowerCharge or performed by PowerCharge or by a certified PowerCharge installer or service provider.
- Damage to the Charging Station caused by software, interfacing, parts, supplies or any other product not supplied by PowerCharge.
- Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature.
- Any other causes beyond the control of PowerCharge.

## **DISCLAIMER AND LIMITATION OF LIABILITY**

NO AGENT OF PowerCharge IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF PowerCharge. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY, PowerCharge MAKES NO WARRANTY WITH RESPECT TO THE CHARGING STATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. PowerCharge EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PowerCharge DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE CHARGING STATION.

PowerCharge IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF PowerCharge KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF PowerCharge FOR ALL CLAIMS WHATSOEVER RELATED TO THE CHARGING STATION WILL NOT EXCEED THE PRICE YOU PAID FOR THE CHARGING STATION. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF PowerCharge AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states do not allow the exclusion or limitation of incidental or consequential damages for some products, so the limitations or exclusions contained herein may not apply to you.

This Warranty is the entire and exclusive agreement between you and PowerCharge with respect to its subject matter, and any modification or waiver or any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of PowerCharge.



## PRODUCT WARRANTY REGISTRATION CARD

Please complete and return to: 500 Canal View Blvd Suite 100, Rochester, NY 14623

**Product Model No:** \_\_\_\_\_ **Date of Purchase:** \_\_\_\_\_

**Serial No:** \_\_\_\_\_ **Where Purchased?** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

My signature below acknowledges that I have read, fully understand and accept the Terms and Conditions stated on the PowerCharge Electric Vehicle Charging Station Limited Warranty.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*\* Must return within 30 days of Actual Purchase \*\*