

Electrify America Level 2 Charger Limited Warranty

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE ELECTRIFY AMERICA LEVEL 2 CHARGER (“PRODUCT”). YOUR USE OF THE PRODUCT CONSTITUTES YOUR AGREEMENT WITH THE TERMS AND CONDITIONS OF THIS ELECTRIFY AMERICA LEVEL 2 CHARGER LIMITED WARRANTY (“LIMITED WARRANTY”). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, DO NOT USE THE PRODUCT.

EXCEPT WHERE PROHIBITED BY LAW, THIS LIMITED WARRANTY CONTAINS A MANDATORY INFORMAL DISPUTE SETTLEMENT PROCEDURE FOR U.S. CUSTOMERS THROUGH THE NATIONAL CENTER FOR DISPUTE SETTLEMENT (1-800-777-8119) BEFORE YOU MAY EXERCISE ANY RIGHTS OR SEEK ANY REMEDIES CREATED BY TITLE I OF THE MAGNUSON-MOSS WARRANTY FEDERAL TRADE COMMISSION IMPROVEMENT ACT, 15 U.S.C. 2301 *et seq.* YOU ARE NOT REQUIRED TO UTILIZE THE INFORMAL DISPUTE SETTLEMENT PROCEDURE BEFORE SEEKING REDRESS UNDER ANY OTHER LAW. Refer to the “Dispute Resolution” section for details.

What does this Limited Warranty cover?

Electrify America, LLC (“Electrify America”) warrants that this Product is free from material defects in workmanship and shall perform the functions for which it is intended when properly installed, under normal personal use, and under ordinary conditions, for a period of three (3) calendar years from the date of sale of the Product (“Warranty Period”). A Product will be considered to have a material defect or to be materially defective only if such Product, when properly installed and under normal usage conditions, is unable to charge an SAE J1772 electric vehicle due to a flaw in workmanship (within the applicable Warranty Period) and is returned in accordance with the instructions below before the Warranty Period ends.

If a Product is determined to be materially defective and eligible for replacement under this Limited Warranty, Electrify America will replace it with a new or refurbished Level 2 charger of equal or greater functionality as the returned Product. An obsolete or discontinued Product may be replaced with the same Product, or if a replacement is not available, a Product having similar function and capacity. Electrify America will be responsible for the cost of the replacement unit and the shipping costs associated with returning the defective Product and sending the replacement unit, under the terms of this Limited Warranty.

If a replacement is not commercially practicable or cannot be provided timely, then Electrify America will provide a credit for the materially defective Product. The value of the credit shall be the replacement value of the Product.

Customer’s remedy under this section is conditioned on Electrify America’s requirement that the Product be physically returned.

What is not covered by the Limited Warranty?

This Limited Warranty does not cover any damage to this Product or malfunction that results from any or all of the following: commercial use of the Product; normal wear or deterioration; accident; abuse; misuse; negligence; natural or personal disaster; improper installation, use, storage or maintenance; any unauthorized disassembly, repair or modification; use with an incompatible electric vehicle; damage to or defect of the charger port on the electric vehicle; or internet or network connectivity issues related to or caused by the customer’s networking equipment or internet service provider.

This Limited Warranty does not cover counterfeit, fake, or grey market products. Electrify America will not provide any warranty support or replacement for any products that Electrify America has not imported into the United States and sold through its authorized channels.

Customer is responsible for all costs associated with dismounting and removal of the Product, re-installation of the replacement unit, and any other costs not expressly ascribed to Electrify America hereunder. Moreover, if a Product is returned and Electrify America or its designee determines after inspection that it is not materially defective, or defect is not covered under the terms of this Limited Warranty, the customer shall bear the shipping costs.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY STATED HEREIN IS THE CUSTOMER’S SOLE SOURCE OF WARRANTY RIGHTS ASSOCIATED WITH THE PRODUCT, EXCEPT THAT ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND INFRINGEMENT, THAT CANNOT BE EXCLUDED UNDER LAW ARE HEREBY LIMITED TO THE TERM OF THE WARRANTY PERIOD SET FORTH HEREIN. NO WARRANTY RIGHTS ARE GRANTED TO ANY OTHER PARTY OTHER THAN THE CUSTOMER OF THE PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ELECTRIFY AMERICA AND ITS AUTHORIZED DISTRIBUTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, INJURIES TO PERSONS OR DEATH, LOST PROFITS, LOST DATA, LOSS OF USE, COST OF COVER, OR LOSS OR DAMAGE TO THE PRODUCT, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THIS PRODUCT AND/OR INSTRUCTIONS, EVEN IF ELECTRIFY AMERICA OR ITS AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF ELECTRIFY AMERICA AND/OR ITS AUTHORIZED DISTRIBUTORS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID TO ELECTRIFY AMERICA, WHETHER DIRECTLY OR INDIRECTLY, FOR THIS PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ELECTRIFY AMERICA SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY A FAILURE TO FOLLOW THE INSTRUCTIONS. THE FOLLOWING INFORMATION SHALL NOT BE DEEMED TO EXTEND THE SCOPE OF THE TERMS & CONDITIONS OF ANY WARRANTY:

- The Product may only be put into operation after the user is sufficiently familiar with and follows the Installation Instructions and Operating Instructions.
- The Product may only be used for its intended purpose.
- Hardwired installation may be carried out only by electrical specialists and/or appropriately trained persons. Additional training is required.
- Installation using a NEMA 14-50 outlet must follow the Installation Instructions.
- The Product is a maintenance-free product. It does not contain any repairable parts or components. Do not attempt any repairs.
- The product may not be converted, modified, or used in an unauthorized way.
- Electrify America reserves the right to make technical changes to the Product after purchase (i.e. firmware updates for performance needs or changing standards).
- Follow all applicable laws, regulations, ordinances and rules concerning safety, accident prevention, and use of the Product, in addition to the information in the Instructions.

Who can make a claim under the Limited Warranty?

This limited warranty is provided to the original end user purchaser only, and only when the Product is purchased from an authorized seller. Products purchased from unauthorized sellers are not covered by this Limited Warranty. Subsequent owners are not eligible to make a claim on the warranty, even if they take possession or title of the Product from the original end user purchaser within 3 years of its original purchase.

This Product is intended for customers located in the United States. This Limited Warranty does not extend to end users outside of the United States.

How to submit a warranty claim

In order to submit a claim under this Limited Warranty, the customer must contact Electrify America at 1-833-532-2778 to receive a Return Merchandise Authorization (“RMA”) number. Electrify America will arrange for a new unit to be shipped to customer, and will provide a return label for returning the original Product (charger and Dock). If customer fails to return the original Product within 30 days of receipt of the replacement unit, customer will be charged the then-current price for the replacement unit.

In order to ship the Product back, the customer will need to remove the charger from the Dock and return both following Electrify America’s shipping instructions. Follow the instructions in the Installation Instructions and/or Operating Instructions included with the Product (together, “Instructions”)

to dismount the charger from the Dock. If the Dock is plugged into a NEMA 14-50 outlet, the customer can unplug the Dock from the wall. **If the Dock is hard-wired to the main power supply, only a qualified electrician should dismount the charger from the Dock and remove the Dock from the wall prior to returning the Product.**

Once the Product has been received by Electrify America or its designee, Electrify America or its designee will examine the Product to determine whether the defect is material and within the terms of this Limited Warranty.

No accuracy guarantee

Reasonable effort was made to ensure that the specifications and other information in the Operating Instructions and Installation Instructions included with the Product are accurate and complete at the time of their publication. However, the specifications and other information in the Instructions are subject to change at any time without prior notice. Visit www.electrifyamerica.com/charging-at-home for the most up to date information.

Dispute Resolution

Electrify America is committed to working toward an amicable resolution to any disputes arising under the terms of this Limited Warranty.

Except where prohibited by law, Electrify America encourages you to first provide written notification of any material defect within a reasonable time, and within the Warranty Period, and allow Electrify America the opportunity to replace the Product under the terms of this Limited Warranty. Please send written notification to the following address:

Electrify America, LLC
2003 Edmund Halley Drive
Suite 200
Reston, VA 20191

Your written notification should include the following information:

- Your name and contact information;
- Proof of purchase, including the date of purchase and place of purchase
- Description of the defect or malfunction;
- History of any repairs or attempted repairs to the Product;
- History of your attempts to resolve the defect or malfunction with Electrify America.

If we are unable to come to an amicable resolution through this direct resolution process, Electrify America offers a mandatory informal dispute settlement program for U.S. customers through the National Center for Dispute Settlement (“NCDS”):

NATIONAL CENTER FOR DISPUTE SETTLEMENT
12900 Hall Road, Suite 400
Sterling Heights, MI 48313
1-800-777-8199

NCDS is a private, independent, impartial organization that administers warranty disputes. The NCDS process is free to consumers. To file a claim, visit www.ncdsusa.org to obtain a claim form, which can be e-filed or mailed, faxed or emailed to NCDS. Eligible warranty disputes will be processed and closed within forty (40) days from the date of filing the claim with NCDS. The NCDS rules are located at [https://www.ncdsusa.org/consumers/automotive-warranty-disputes/informal-resolution-\(non-binding\)-of-automobile-warranty-disputes.html](https://www.ncdsusa.org/consumers/automotive-warranty-disputes/informal-resolution-(non-binding)-of-automobile-warranty-disputes.html).

YOU MUST COMPLETE THE MANDATORY DISPUTE RESOLUTION PROGRAM BEFORE YOU MAY EXERCISE ANY RIGHTS OR SEEK ANY REMEDIES CREATED BY TITLE I OF THE MAGNUSON-MOSS WARRANTY FEDERAL TRADE COMMISSION IMPROVEMENT ACT, 15 U.S.C. 2301 *et seq.* NCDS will attempt to resolve any dispute between you and Electrify America on an individual basis. You may file a claim with NCDS in your individual capacity only; you may not file a claim or participate in an NCDS arbitration as a plaintiff or class member in any class or representative action.

In order to file a claim with NCDS, you will need the following types of information:

- Your name and contact information;
- Proof of purchase, including the date of purchase, from Amazon;
- Description of the defect or malfunction;
- History of any repairs or attempted repairs to the Product;
- History of your attempts to resolve the defect or malfunction with Electrify America.

Once you file a claim, NCDS will appoint a single arbitrator to hear and decide the dispute. NCDS will seek a response and additional information from Electrify America as necessary. NCDS will also contact you to provide additional details about the program. No party to the dispute may communicate with the arbitrator except during the hearing. The arbitrator will select a date, time and place to hold a hearing. You are entitled to attend the hearing in person or telephonically, and to have an attorney represent you at the hearing. Such hearings are open to the public, but the arbitrator has the authority to limit the attendance of or sequester witnesses. You also have the option to request a documents-only hearing, in which case no live testimony will be taken. If you elect a documents-only hearing, the arbitrator will set a deadline to submit all documents prior to the hearing, and then a panel of three (3) arbitrators will review the documents and issue a decision. In either format, the arbitrator(s) will issue a decision within ten (10) days of the hearing. You and Electrify America both have the right to seek clarification on the decision within twenty (20) days of its issuance, by sending an application for clarification to NCDS. Electrify America and you are free to negotiate a satisfactory settlement at any point during the NCDS process.

How does state law apply?

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

If any provision of this Limited Warranty is deemed invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Limited Warranty will remain in full force and effect.

Questions about this Limited Warranty?

Please direct all questions concerning this Limited Warranty to: Electrify America, LLC, 2003 Edmund Halley Drive, Suite 200, Reston, VA 20191 or 1-833-532-2778.