

# WARRANTY

## NORTH AMERICA



## LIMITED WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY. THE PRODUCTS ARE PROVIDED AS IS, WHERE IS, AND WITH ALL FAULTS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

**OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT, OR CREDIT, AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.**

Your EO Charging electric vehicle charger (“charger” or “product”) has the benefit of our manufacturer’s warranty, which covers the cost of breakdown repairs for five years from the date of purchase (excluding any associated warranty extensions) (the “warranty period”). This gives you the reassurance that if, within the warranty period, your charger is proven to be defective because of either workmanship or material defect we will, at our sole discretion, either (a) issue you a credit for the defective charger, or (b) repair or replace the charger (or the defective part). This limited warranty extends only to the original purchaser and does not extend to any subsequent owner or other transferee of the charger. The warranty period is not extended if we repair or replace the charger. EO Charging may change the availability of this limited warranty in its sole discretion, but any changes will not be retroactive.

**This limited product warranty only covers failures or malfunctions caused by defects in workmanship or materials of the charger that occurred within the warranty period with normal and proper use. Such warranty is subject to the following conditions, which compliance thereof will be as determined by EO Charging, in its sole and reasonable discretion:**

- + The charger has been installed by an EO Charging approved installer and operated correctly.
- + The charger is used only on the electricity supply printed on the rating plate.
- + The charger has been used only to charge an approved electric vehicle and otherwise been used as intended by the manufacturer.
- + The charging cable has been replaced in the holding socket when not in use.
- + The charger remains connected to EO Cloud via the internet for the duration of the warranty period. If the charger is disconnected from EO Cloud during the warranty period, then the warranty may be voided. This excludes temporary disconnections/disruptions due to technical reasons caused by external factors that are beyond the control of the customer.
- + The charger has not been altered, serviced, maintained, dismantled, damaged, vandalized, abused, misused, or otherwise interfered with by any person not authorized by EO Charging. For the avoidance of doubt any attempt to open the unit by anyone other than EO Charging or our appointed agent will invalidate the warranty.
- + The serial number of the charger, its components and accessories must be intact, unaltered, readable, and deemed valid by EO Charging.
- + The charger warranty seals must be unbroken, intact, and unaltered.
- + Any repair work must be undertaken by EO Charging or our appointed agent.

- + Any parts removed during repair work or any charger that is replaced becomes the property of EO Charging.
- + The charger is used in North America.

**This limited warranty does not cover any of the following, the occurrence of which will be subject to determination by EO Charging, in its sole and reasonable discretion:**

- + Damage caused by transportation, storage, improper use, abuse, modifications, unauthorized repair, natural disaster, intentional or unintentional misuse, abuse, wear and tear, neglect, acts of war, improper maintenance, failure to follow the product instructions or to perform any preventive maintenance, use under conditions outside of the parameters specified in the user manual, or external causes such as accidents, abuse, or other actions or events beyond the reasonable control of EO Charging.
- + Damage caused by accidental drops, spills, fire, or power surges.
- + Damage from use outside of specified operation and/or storage parameters including, but not limited to environmental parameters.
- + Damage to or loss of any program, data, or removable storage media, or if there are costs resulting from recovering any program or data.
- + Damage from third party software or from virus(es).
- + Damage caused due to interoperability issues with products that are not fully compliant with relevant standards.
- + Replacement of any consumable item or accessory not supplied by EO Charging.
- + Transfer of ownership to any other individual or company than the original purchaser.

**EO Charging is not responsible for any of the following:**

- + Software loss or data loss that may occur during the repair or replacement of the product (if applicable).
- + Damage to or loss of any program, data, or removable storage media, or for costs of recovering any program or data (if applicable).
- + Confidential, proprietary, or personal information contained in the product which you return to EO Charging for any reason.
- + Costs associated with de-installation or re-installation of any product.

## **WARRANTY PROCESS**

To obtain warranty service, the customer must contact EO Charging during the warranty period via email at [support@eocharging.com](mailto:support@eocharging.com). The email or support ticket must contain the following information regarding the charger and the nature of the malfunction/defect:

- + The serial number of the charger.
- + Photos of enclosure.
- + Date and time of the malfunction.
- + Detailed description of the malfunction/defect.

Upon receipt of the required warranty information, EO Charging will then analyze:

- + If available, any available records from EO Cloud.
- + Current diagnostic reports from the charger to retrieve (if possible).

If EO Charging determines (in its sole and reasonable discretion) from remote analysis that the malfunction is due to the causes covered under this limited warranty, then EO Charging may, in its sole discretion, either:

- a. issue a credit for the defective charger; or
- b. request that the unit be returned for repair or replacement, in which case, EO Charging will be responsible for the shipping and repair costs and EO Charging will not be responsible for costs associated with de-installation or re-installation of any product.

When preparing your product for shipment to EO Charging, you will need to observe the following:

- + EO Charging recommends that the product be returned in its original packaging. The original packaging will provide better protection for your product during transit. This warranty may be voided if the product is damaged due to improper packaging. Original packaging may not be returned once the service is completed.
- + Please do not send in anything but the product itself unless specially requested by EO Charging. Any other items and accessories included in the package received by EO Charging will be treated as packaging material and may not be returned.
- + Please note: if your product is received packed in anything other than its original packaging, EO Charging may invoice you for appropriate anti-shock packaging when your product is returned.

If EO Charging determines (in its sole and reasonable discretion) from remote or physical analysis that the malfunction is NOT due to the causes covered under this limited warranty, then the warranty claim may be denied, and such determination will be final. Any ambiguity in this limited warranty shall be exclusively interpreted and resolved by EO Charging.

## **LIMITATION OF LIABILITY**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU (NET OF TAXES, INSURANCE, TARRIFFS, DUTIES, AND ANY OTHER THIRD-PARTY CHARGES) FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.



[WWW.EOCHARGING.COM](http://WWW.EOCHARGING.COM)

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