

EV Charge Solutions

LIMITED WARRANTY

July 2024



LIMITED WARRANTY | FOR MANUFACTURED ACCESSORY PRODUCTS

- A. Warranty. EV Charge Solutions' warrants each Product against defects in material and workmanship under normal use and service conditions for a period of (5) five years for pedestal hardware, cable management products and accessory Products that shall perform in accordance with EV Charge Solutions' published specifications commencing on the date of purchase. The warranty does not cover labor or other costs that may be incurred by the Buyer such as, but not limited to, costs associated with diagnosis, removal, replacement, shipping or installation of defective products. EV Charge Solutions' sole obligation under this limited warranty shall be, at EV Charge Solutions' sole discretion, to repair or replace its Product at Sellers's option and at the Sellers location of business. Repair or replacement under the terms of this limited warranty does not provide a right to extension or renewal of the limited warranty coverage period.

- B. Buyer shall notify EV Charge Solutions of any defect in the quality or workmanship of the Product(s) within seven (7) days from the date of delivery or performance, unless the defect was not apparent on reasonable inspection, in which case, within seven (7) days after discovery of defect. If Buyer does not provide such timely notification, it shall not be entitled to reject the Products or Services, and EV Charge Solutions shall have no liability for such defect.

- C. This limited warranty only extends to the original purchaser.

- D. This limited warranty does not cover routine maintenance, and does not cover performance issues:
 - a.caused by unreasonable or unintended use of the Product.
 - b.which occur after the expiration of the limited warranty coverage and period defined above.
 - c.caused by improper installation.
 - d.caused by the Product being maintained, altered, modified, opened, or replaced, other than by EV Charge Solutions' authorized agent or service technician.
 - e.caused by misuse, abuse, accidents, neglect, absence of scheduled maintenance,
 - f.acts of God, vandalism, flood, fire, or any other occurrences beyond the control of EV Charge Solutions; or
 - g.related to any components or parts not supplied by EV Charge Solutions which are attached to any part of the Product, or any damage done to the Product because of parts not supplied by EV Charge Solutions being attached to any part of the Product.

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- E. In no event shall EV Charge Solutions be liable to Buyer for any indirect, incidental, special, consequential or punitive damages arising out of these terms or the transactions contemplated hereunder, whether for breach of contract, tort (including negligence), or otherwise, and whether or not such party or its agents have been advised of the possibility of such damages and whether or not such party or its agents have been advised of the possibility of such damages.
- F. Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which the prevailing party is otherwise entitled. limits of applicable law or applicable court decisions.
- G. Assignment. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, executors or administrators, provided, however, that neither EV Charge Solutions nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party in its reasonable discretion; provided, however, that Company and EV Charge Solutions shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of EV Charge Solutions without EV Charge Solutions' prior written consent, in its sole discretion. Any attempted assignment in violation of this provision shall be void.
- H. Notices. Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.
- I. Controlling Law. These Terms shall be governed in all respects by the laws of the State of New York, exclusive of conflicts of law principles.

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- J. Venue. The State and Federal courts located in Monroe County, New York shall have exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms. Each of the Parties submits to the jurisdiction and venue of these courts.

- K. Entire Agreement. These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each party.

- L. Wear items such as ropes, cables, guides, metal finish are not covered under this warranty past 30-days from purchase date.