

Manufacturer's Limited Warranty for EVOCHARGE®

Warranty Coverage

EVOCHARGE, Inc. ("Manufacturer") warrants each Product against defects in material and workmanship under normal use and service conditions for a period of three (3) years for EVOCHARGE charging stations including software and firmware, when used with the Products, shall perform in accordance with Seller's published specifications and two (2) years for the EVOREEL and Retractor cable management products and accessory products commencing on the date of shipment. The aforesaid 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, or installation of the Defective Parts or Products. Manufacturer's sole obligation under this limited warranty shall be, at Manufacturer's sole discretion, to repair or replace its Product at Seller's option and at the Seller's 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.

Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error-free, or that functions contained therein shall meet or satisfy the Buyer's intended use or requirements. Buyer shall notify the Seller of any defect in the quality or condition of the Products, (including any software/firmware) or Services within seven (7) days of 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 the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject the Products (including any software/firmware) or Services, and Seller shall have no liability for such defect.

This limited warranty only extends to the original purchaser.

This limited warranty does not cover routine maintenance, and also 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 period defined above;
- c.) caused by improper installation;

- d.) caused by the Product being maintained, altered, modified, opened or repaired, other than by the Manufacturer's authorized dealer or service technician;
- e.) caused by misuse, abuse, accidents, neglect, absence of scheduled maintenance, acts of God, vandalism, flood, fire or any other occurrences beyond the control of Manufacturer; or
- f.) related to any components or parts not supplied by Manufacturer which are attached to any part of the Product or any damage done to the Product as a result of parts not supplied by Manufacturer being attached to any part of the Product.

How to Obtain Warranty Service

For warranty service, the original purchaser must call customer service at 1-800-328-6108 or 952-941-9700 to obtain a Return Goods Authorization (RGA). At the time the purchaser obtains the RGA, EVOCHARGE will provide instructions for return of the Product and procedures for completing warranty service, which may include return of the Product with proof of purchase to EVOCHARGE.

DISCLAIMER AND LIMITATIONS OF LIABILITY

THIS LIMITED WARRANTY IS IN LIEU OF, AND MANUFACTURER DISCLAIMS AND EXCLUDES, ALL OTHER EXPRESS WARRANTIES.

NO OTHER EXPRESS WARRANTY, WHETHER WRITTEN OR ORAL, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER, RETAILER, WHOLESALER, OR DISTRIBUTOR, WITH RESPECT TO ANY PRODUCT, SHALL BIND MANUFACTURER. ANY AND ALL WARRANTIES OTHER THAN THIS ONE, OF WHATEVER NATURE, WHETHER EXPRESS OR IMPLIED, ARISING FROM OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

THE PROVISIONS SET FORTH IN THIS LIMITED WARRANTY PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE.



MANUFACTURER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, ATTORNEYS' FEES, OR OTHER COSTS, AND IN NO EVENT SHALL THE LIABILITY OF THE MANUFACTURER EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

THIS WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS. THE BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION

