

## **ELEKTROMOTIVE WARRANTY**

Elektromotive Limited, of Sussex Innovation Centre, Science Park Square, Falmer, Brighton, UK, BN1 9SB ("Elektromotive"), provides this warranty ("Warranty") for your Elektrobay plug-in vehicle recharging point and any associated Elektrobay accessory manufactured and supplied by Elektromotive from time to time, such as wall barriers, download leads, software etc., (collectively referred to as "Products"). Should any of your Products require warranty service, please contact the Elektromotive dealer from whom it was purchased or visit [www.elektromotive.com/html/support.php](http://www.elektromotive.com/html/support.php) for further information.

### **1. Acknowledgement**

Any one or more of the following actions acknowledges that you have read and agree to the terms of this Warranty:

- (a) Your use of a Product packaged with this Warranty,
- (b) Online registration of the Product;
- (c) Your return of a Product Registration Card.

### **2. Our Warranty**

- 2.1 Subject to the conditions of this Warranty, Elektromotive warrants its Products to be free from failure due to defects in design, material and workmanship under normal care and proper usage in a commercial installation which fully complies with all applicable electrical installation codes and regulatory requirements for a period of 1 year from the date of purchase.
- 2.2 The Warranty Period shall be extended by a further period of one (1) year when installed by an authorised Elektromotive installation engineer and serviced within one (1) year from the date of installation by an authorised Elektromotive service engineer.
- 2.3 This Warranty applies only to the Product manufactured by or for Elektromotive. This Warranty does not apply to any non-Elektromotive Product or any software, even if packaged or sold with the Product. Software distributed by Elektromotive with or without the Elektromotive brand name (including, but not limited to system software) is not covered under this Warranty. Refer to the Licensing Agreement accompanying the software for details of your rights with respect to its use.

### **3. What we will do**

- 3.1 If, during the Warranty Period, a Product fails to operate under normal use and service due to a defect in design, material or workmanship, Elektromotive authorised distributors or service partners, in the country/region\* where you purchased the Product, will, at their option, either repair or replace the Product in accordance with the terms and conditions stipulated herein.
- 3.2 In order to receive the remedy set forth above, you must contact the authorised Elektromotive dealer from whom it was purchased or visit [www.elektromotive.com/html/support.php](http://www.elektromotive.com/html/support.php) for further information.
- 3.3 You will need to provide the authorised Elektromotive dealer in your territory with the model number, serial number, date of purchase and proof of purchase and details of the Warranty issue affecting the Product.
- 3.4 If Elektromotive determine that the Product should be returned to Elektromotive, You must return the Product and include with each returned Product a copy of your original purchase invoice or receipt to verify your warranty and your name, address, and telephone number.
- 3.5 If a defect in the Product arises and a valid claim is received within the Warranty Period, your sole and exclusive remedy will be for Elektromotive, in its sole discretion and to the extent permitted by law, to:
  - (a) Repair the defect in the Product at no charge, using new parts or refurbished parts, or
  - (b) Exchange the Product with new or refurbished Product that is functionally equivalent to the original Product, (the repaired Product and the exchanged Product are called the "Remedied Product").
- 3.6 Any Remedied Product will be warranted for the remainder of the original warranty period or ninety (90) days from delivery to the purchaser, whichever is longer and any repair or replacement will not extend or vary the Warranty or Warranty Period.
- 3.7 Elektromotive and its service partners reserve the right to charge a handling fee if a returned Product is found not to be under warranty according to the conditions below.

### **4. Data**

Please note that if a Product is returned to, inspected by or repaired by Elektromotive or any of its authorised dealers (collectively referred to as "We" or "Us"), some of the settings, stored data and other information contained in the Product may be lost. Furthermore, We may be prevented by applicable law, other regulation or technical restrictions from making a backup copy of data saved on the Product. We do not take any responsibility for any lost data of any kind and will not reimburse you for any such loss. You should make regular backup copies of all the information stored on your Product such as stored data and

configuration settings and when possible make a back-up prior to returning in your Product for inspection, for repair or replacement.

## **5. Conditions**

- 5.1 This Warranty is valid only if the original proof of purchase for this Product issued by a Elektromotive authorised dealer specifying the date of purchase and serial number\*\*, is presented with the Product to be repaired or replaced. Elektromotive reserves the right to refuse warranty service if this information has been removed or changed after the original purchase of the Product from the dealer
- 5.2 Product repair or replacement may involve the use of functionally equivalent reconditioned units. Replaced parts or components will become the property of Elektromotive.
- 5.3 If the Product is specified to operate with connectivity to digital networks including but not limited to the Internet, GPRS, 3G etc, Elektromotive will not be responsible or liable for the operation, availability, coverage, services or range of third party digital networks.
- 5.4 Elektromotive disclaims any and all warranties, whether express or implied, for failures caused to the Product or peripheral devices as a result of viruses, trojan horses, spyware, or other malicious software. Elektromotive strongly recommends that you install appropriate virus protection software on your Product and any peripheral devices connected to it, as available, and update it regularly, to better protect your device. It is understood, however, that such software will never fully protect your Product or its peripheral devices and Elektromotive disclaims all warranties, whether express or implied, in case of failure by such antivirus software to fulfil its intended purpose.
- 5.5 Tampering with any of the seals or unit identity decals on the Product will void this Warranty.

## **6. Exclusions and Limitations of Warranty and Liability**

- 6.1 Elektromotive's warranty obligations for each Product do not apply to, or cover any of the following for which Elektromotive shall not be liable:
  - (a) Product failure or damage due to improper storage, installation, operation, maintenance, accident, abuse or negligence, normal wear and tear, misuse including but not limited to use in other than the normal and customary manner in accordance with the Elektromotive instructions for use and maintenance of the Product,
  - (b) Product failures which have been caused by use of accessories or other peripheral devices which are not Elektromotive original accessories intended for use with the Product
  - (c) Product failures due to acts of God or damage resulting from liquid contact or fire; earthquake or other external causes;
  - (d) Product failures due to installation that does not conform to the specific requirements of Elektromotive as specified in the Products installation manual.
  - (e) Product failures resulting from modifications or repair or opening of the Product performed by a party who is not Elektromotive, a Elektromotive authorised service provider or an authorised representative of Elektromotive
  - (f) Consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship;
  - (g) Cosmetic damage;
  - (h) Product failures caused by use for anything other than recharging electric or plug-in hybrid vehicles compliant with IEC 61851-1 ed 2
  - (i) Product failures arising from software or hardware modification or adjustment without the written permission of Elektromotive;
  - (j) Any failure if there has been a removal or defacing of Elektromotive serial numbers;
  - (k) Damage caused by or via the network on which the Product is used including, but not limited to, any online intrusion or attack;
  - (l) Product failures caused by an electric vehicle that is either faulty, draws the incorrect current or creates an excessive voltage drop or over-voltage spike on the AC power network during recharging;
  - (m) An end user making any further use of the Product after giving notice to Elektromotive of a defect or fault; or
  - (n) Product failures due to a failure to follow Elektromotive's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Product.
- 6.2 Elektromotive does not warrant that the operation of the Product will be uninterrupted or error free and minor variations in display brightness and colour may occur between Products.
- 6.3 Elektromotive shall not be liable for any reimbursement for labour, transportation, gaining access, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement of a Product

- 6.4 Except as provided in this Warranty and to the maximum extent permitted by applicable law:
- (a) This Warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied and Elektromotive specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects. If Elektromotive cannot lawfully disclaim statutory or implied warranties then to the maximum extent permitted by law, all such warranties shall be limited in duration to the duration of the express warranty provided in this warranty and to the repair or replacement service provided in this warranty and exclusions and limitations provision sub-section, in each case as determined by Elektromotive. No oral or written information or advice given by Elektromotive or an Elektromotive authorised representative shall modify or extend any warranty. If any provision is held to be illegal or unenforceable, the legality or enforceability of the remaining provisions shall not be affected or impaired; and
  - (b) Elektromotive is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue or actual or anticipated profits or savings; loss of, damage to, compromise or corruption of data; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property and any costs of recovering, programming or reproducing any program or data stored in or used with a product,
- Although nothing in this clause shall limit any liability for death or personal injury or any matter for which it would be unlawful to limit liability.

**7. \*Geographical scope of the warranty**

7.1 If you have purchased your Product in a country member of the European Economic Area (EEA) or in Switzerland or the Republic of Turkey, and such Product was intended for sale in the EEA or in Switzerland or in Turkey, you can have your Product serviced in any EEA country or in Switzerland or in Turkey, under the warranty conditions prevailing in the country in which you require servicing, provided that an identical Product is sold in such country by an authorised Elektromotive distributor. To find out if your Product is sold in the country you are in, please call the local Elektromotive distributor. Please observe that certain services may not be available outside the country of original purchase, for example, due to the fact that your Product may have an interior or exterior which is different from equivalent models sold in other countries.

7.2 \*\* In some countries/regions additional information (such as a valid warranty card) may be requested.