



FLO Performance Warranty

EV Charging Performance, Guaranteed

The FLO Performance warranty has you covered with an industry-leading uptime guarantee, proactive support, and priority service.

The FLO Performance warranty is a new kind of coverage ensuring your charging stations always run at peak performance. It's designed to give you peace of mind backed by FLO's industry-leading uptime guarantee of 98% or better. This complete service plan includes proactive site monitoring and support with a priority service response time of one business day for all eligible service issues. The FLO Performance warranty lets you focus on business matters that count while knowing your charging investment is running smoothly. Now that's a performance warranty done right.



Guaranteed uptime of 98% or better

At FLO, we stand behind the reliability of our products and our network. Charging station uptime is a measurement of a product's reliability and is the percentage of non-outage time calculated over a 12-month period in which a charging station is in-use or available for use. With the FLO Performance warranty, we guarantee that your stations will achieve a minimum of 98% uptime at an individual station level. In fact, we are so confident in meeting this threshold that we will refund 50% of your annual service fee if we don't meet our commitment. And it's easy to stay on top of your stats with customized quarterly reporting for usage and performance visibility.



Stay ahead of problems

Our expert team proactively monitors your charging stations 24/7 so we know when something is not working before your customers do. If we cannot fix the issue remotely, we will dispatch a qualified technician within one business day.



Keeping your equipment healthy

The FLO Performance warranty also provides one preventative maintenance visit per year for DC fast chargers to ensure the equipment is working at peak performance.



Up and running faster

With the FLO Performance warranty, we offer priority service for commissioning and activation of your new equipment so you can start providing charging services to your customers sooner.



Support when you need it

Time is money, that's why our performance warranty provides a response time of one business day to have a technician on-site so your site is back up and running as fast as possible. The FLO Performance warranty lets you focus on business matters that count while knowing your charging investment is running smoothly.

The FLO Warranty Product Family

		Basic warranty	Extended warranty	Performance warranty ¹
Coverage	Term	1 year, parts and labor	1, 2, 3, 4 additional years	1, 2, 3, 4, 5 years ²
	Parts coverage	✓	✓	✓
	Labor coverage	✓	✓	✓
	Travel costs			2 hours travel included
	Vandalism, auto accidents			Labor covered
	Preventative maintenance			SmartDC only: 1 preventative maintenance visit per year
Service levels	Response time			1 business day for all issues
	On-site technician support SLA			1 business day for onsite support from parts availability
	Commissioning service	✓	✓	Priority commissioning service
	Proactive station monitoring	✓	✓	Priority coverage
Uptime	Charging station uptime guarantee			>98% uptime with non-performance penalty
	Reporting			Customized quarterly reporting for usage and performance visibility
Other	Commissioning fee ³			Always included
	Unlimited station configuration ³			Always included

- Requires the station to be connected with a FLO Global Management Services (GMS) plan for the equivalent term of the warranty; Please refer to the FLO Performance Warranty Terms & Conditions for details on all requirements and exclusions.
- Service starts at commissioning, but term starts on the first day of the following month; Automatic contract renewal following the initial term for an additional one year period.
- Both the commissioning and unlimited station configuration services are included as part of the GMS fee; the GMS package is required in order to add any of the FLO warranty products.

Extended Warranty Terms and Conditions

BLINK CARE EXTENDED WARRANTY

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY BLINK OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. The Plan

1.1. This is a legal contract (the "Plan"). By purchasing it, you understand and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. You must retain your purchase receipt ("Receipt"), which contains information about the term of the Plan, the purchase price of the Plan ("Purchase Price"), and the covered goods ("Covered Equipment"). This Plan (including its terms, conditions, limitations, exceptions, and exclusions) and the Receipt constitute the entire agreement, and no representation, promise, or condition not contained herein shall modify these terms. This is not a contract of insurance.

1.2. Definitions. "We," "Us," and "Our" mean Blink Network, LLC. "You" and "Your" mean the individual who purchased this Plan or the individual to whom this Plan was properly transferred.

1.3. A copy of this Plan can be found at www.blinkcharging.com.

2. Plan term and renewal

2.1. The term of the Plan ("Term") is set out in Your Receipt.

2.2. This Plan is not renewable.

3. What is covered?

- o This Plan covers the cost of parts and labor to repair the Covered Equipment in the event the Covered Equipment experiences a mechanical or electrical breakdown due to mechanical or electrical defects during the Term, which is not excluded under Section 4. If we determine we cannot service the Covered Equipment as specified in this Plan, we may, at our discretion, (a) replace the Covered Equipment with a replacement product or (b) issue you a check in the amount of the purchase price paid for the Covered Equipment, including the taxes indicated on the sales receipt.
- Replacement parts will be new or refurbished at our sole discretion. This Plan covers all shipping charges to authorized service centers during the Term. We will also pay for shipping and handling fees to return the repaired or replacement product to you.
- OUR TOTAL LIABILITY UNDER THIS PLAN RELATING TO ALL CLAIMS THAT YOU MAKE PURSUANT TO THIS PLAN SHALL NOT EXCEED THE PURCHASE PRICE OF THE COVERED EQUIPMENT.

4. What is not covered?

- o The Plan does not apply to any damage, defect, or failure caused by:
 1. Any part of the Equipment having been modified, adapted, repaired, or maintained by any person other than a person or persons authorized in writing by Blink to do so;

2. Locations where the Equipment is located which are generally unsafe for the Equipment and/or do not apply to the Plan.

How can I help you? applicable to the

Equipment;

1. Failure to conform to any instructions or operating guidelines regarding the Equipment;
2. External causes, including but not limited to accidents, electrical stress or lightning, extreme electromagnetic field, extreme power surge or use with incompatible materials, parts, or equipment;
3. Cosmetic damage, vandalism, or physical damage caused by negligence, including being struck by a vehicle;
4. Improper site preparation, maintenance, drawings, or data supplied by You;
5. Modification, mishandling, abuse, or misuse; or
6. Normal wear and tear;
7. To conduct preventative maintenance;
8. To replace or repair Covered Equipment owned by someone other than You, unless the Plan was properly transferred to a new owner.
9. To repair damages caused by fire, earthquake, or Force Majeure or act of God.

- Furthermore, this Plan does not cover:

1. CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING LOSS OF USE OF THE COVERED EQUIPMENT, LOSS OF BUSINESS OR DOWNTIME, PROPERTY DAMAGE, OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

1. Liability for bodily injury, death, or property damage arising out of the use, operation, or maintenance of the Covered Equipment;
2. The cost of government permits or licensing for reinstallation;

- There is no coverage if we determine in good faith that Covered Equipment is not damaged (for example, issues that are not product failures, such as poor WiFi or cell signal reception).

5. How to request service

1. To request service, You are required to call Blink's customer service line. The customer service team will assist in determining whether the issue can be resolved remotely.
2. The customer service representative will issue a Return Merchandise Authorization (RMA) that authorizes the customer to return the product.
3. You will be responsible for removing and shipping the unit to our service center.
4. Upon receipt and verification that the issue is covered by warranty, the service center will ship a replacement unit.
5. You will be responsible for reinstalling the unit and place back in service.

6. Transfer

6.1. This Plan may be transferred to a subsequent owner of the Product at no additional charge. To transfer, log onto www.blinkcharging.com or call 888-998-2546. You should forward all Plan documents, including the Receipt and all service receipts, to the subsequent owner. We may request such documentation to support future claims processing.

7. Cancellation

7.1. Cancellation by You. You may cancel this Plan at any time for any reason, either by logging into www.blinkcharging.com or calling 888-998-2546.

1. If You cancel this Plan within 20 days after Your purchase, You will receive a full refund of the Purchase Price.
2. If You cancel this Plan after the first 21 days from Your purchase, You will receive a prorata refund of the Purchase Price based on the time remaining on the Plan, subject to reasonable administrative fees Blink may deduct.
3. We will pay the applicable refund within 30 days of Your cancellation.

7.2. Cancellation by Blink. Blink may cancel this Plan for any reason by notifying You in writing at the address indicated on the Receipt at least 60 days prior to the effective date of cancellation. The notice will state the effective date and reason for cancellation. If We cancel this Plan, You will receive a pro-rata refund of the Purchase Price based on the time remaining on the Plan. We will pay the applicable refund within 30 days of cancellation.

1. Blink may cancel the Plan for any reason, including but not limited to (i) fraud or misrepresentation; (ii) nonpayment or failure of payment method; (iii) improper transfer.

8. Limitation of liability

8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLINK AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM BLINK'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF BLINK AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. BLINK SPECIFICALLY DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, BLINK'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. General terms

9.1. (a) Blink may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to You in doing so. (b) Blink is not responsible for any failures or delays in performing under the Plan that are due to events outside of Blink's reasonable control. (c) You agree that any information or data disclosed to Blink under this Plan is not confidential or proprietary to You. Furthermore, you agree that Blink may collect and process data on Your behalf when it provides service. This may include transferring Your data to affiliated companies or service providers.

Businesses

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Terms and Conditions of Purchase

Last Modified: June 28, 2023

THESE TERMS AND CONDITIONS (“**TERMS**”) GOVERN HOST’S PURCHASE OF EQUIPMENT (“**EQUIPMENT**”) FROM BLINK NETWORK, LLC (“**BLINK**”). ANY ADDITIONAL PRINTED TERMS AND/OR CONDITIONS IN HOST’S PURCHASE ORDER OR OTHER DOCUMENT CONFLICTING WITH OR ADDING TO THESE TERMS, SHALL BE OF NO FORCE AND EFFECT, UNLESS AN AUTHORIZED REPRESENTATIVE OF BLINK AGREES IN WRITING TO ACCEPT SUCH ADDITIONAL TERMS AND/OR CONDITIONS.

1. Quotes & Purchase Orders

1.2 Acceptance of Purchase Orders. All purchase orders and modifications to purchase orders are subject to acceptance or rejection by Blink in its sole discretion. Any purchase order accepted by Blink shall remain subject to these Terms and is referred to herein as an “Accepted PO.” Blink may condition its acceptance of a purchase order on such credit and/or prepayment terms as Blink, in its sole discretion, determines appropriate due to, among other things, Host’s prior payment history and/or the size of the order. In the case of any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective unless and until Host has consented in writing thereto. These Terms may not be modified by course of dealing, course of performance or usage of trade. These Terms supersede all previous written or oral quotations, statements or agreements.

1.3 Refusal of Purchase Orders. Blink may withhold shipments to Host if Host has reached or exceed its applicable credit limit (if any) and has not provided for prepayment, is in violation of its payment obligations or otherwise is in material breach of these Terms.

2. Delivery

2.1 Shipping Costs; Terms. All shipping, unless otherwise agreed to by Blink in writing, shall be F.O.B. Blink’s point of shipment, freight prepaid. Delivery by Blink to the point of shipment constitutes delivery to the Host and title and all risk of loss or damage in transit shall pass to the Host at time of delivery at the F.O.B. point. Blink is not responsible for breakage after having received “in good order” receipts from the carrier. Host is responsible for pursuing any damage claims with the carrier. No allowance will be made in lieu of transportation if the Host accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation. Freight prepaid is defined as: A) Shipments to destinations within the continental United States to the accessible common carrier point nearest the first destination. B) Shipments to U.S. destinations outside the continental United States shall be to the common carrier free delivery point in the United States nearest the original port of embarkation. All charges associated with F.A.S., C.I.F., or other charges such as pier transfer, lift, ocean freight, and marine or war insurance shall be paid by the Host, unless otherwise specifically agreed in a specific Quote. In no event will Blink be responsible for demurrage or detention charges. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Host. Host’s sole remedy for any material delay in delivery (which, for these purposes shall mean delivery in excess of forty five (45) days after the scheduled delivery date) of the Equipment shall be cancellation of the order and the return by Blink to Host of any monies prepaid by Host pursuant to such order, upon return by Host to Blink of any such Equipment delivered.

2.2 Transfer of Title. Delivery of the Equipment to Host shall be completed upon delivery of the Equipment to Host’s freight forwarder. Blink shall use commercially reasonable efforts to deliver the Equipment ordered by Host on or before the scheduled delivery date. Unless otherwise agreed in writing, all Equipment ordered by Host shall be packed for shipment and storage in accordance with Blink’s standard commercial practices. It is Host’s obligation to notify Blink of any special packaging requirements (which shall be at Host’s expense). All claims for non-conforming shipments must be made in writing by Host to Blink within twenty (20) days of Host’s receipt of the Equipment. Any claims made after such period shall be deemed waived and released.

2.3 Substitutions. Blink shall have the right to make substitutions and modifications to Equipment and in the specifications of Equipment to be delivered under the terms of any applicable Accepted PO, provided that such substitutions or modifications will not materially affect overall Equipment form, fit, function or safety specifications. Blink assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the product.

3. Invoicing and Payment

3.1 Payment. Unless otherwise stated, all terms of payment are cash, due within thirty (30) days after the date of the invoice.

3.2 Credit Approval. Orders may be subject to credit approval by Blink, in its sole discretion. The amount of credit or terms of payment may be changed and/or credit withdrawn by Blink at any time for any reason without advance notice. Blink may, in its sole discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to Blink before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the goods from the carrier pending receipt of such assurances.

3.3 Separate Deliveries. If the relevant Accepted PO requires or authorizes delivery of goods in separate lots, with shipments of such lots to be separately accepted by Host, Host may only refuse such portion of a lot, shipment or milestone which fails to comply with the requirements of these Terms. Host may not refuse to receive any lot or portion thereof for failure of any other lot or portion thereof to be delivered or to comply with these Terms, unless such right of refusal is expressly provided for in the Accepted PO. Host shall pay for each lot in accordance with the Terms hereof. Equipment held for Host is at Host's sole risk and expense.


3.4 Shipping Fees. Except to the extent expressly stated in these Terms, Blink's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the goods, and Host shall pay such amounts or reimburse Blink for any amounts Blink pays. If Host claims a tax or other exemption or direct payment permit, it shall provide Blink with a valid exemption certificate or permit and indemnify, defend and hold Blink harmless from any taxes, costs and penalties arising out of such claim. Blink's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Host should consult with Blink's sales office. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be made in connection with the freight charges, rates or classification included as part of these Terms, shall be Host's responsibility to pay and shall be invoiced by Blink to Host if paid by or billed to Blink.

3.5 Finance Charges. Host agrees to pay finance charges on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at a rate of three percent (3%) per month, or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

3.6 Invoice Disputes. In the event Host disputes any invoice or portion thereof, Host shall notify Blink in writing of such dispute, identifying the invoice by number and the amount in dispute and the reason for its dispute within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Blink. Host's failure to notify Blink of any such dispute within twenty-one (21) days of receipt of invoice, shall result in such invoice being deemed accepted.

3.7 Remedies for Non-Payment. Upon Host's failure to cure any default of these Terms for thirty (30) days after receipt of written notice by Blink of such breach, Blink may, in addition to any other rights or remedies it may have at law or otherwise: (i) declare the entire balance of Host's account immediately due and payable; (ii) foreclose any security interest in any such goods delivered; or (iii) deduct outstanding amount from Session Fees. In the event of any dispute hereunder (which, for these purposes shall include any costs of collection incurred by Blink), Blink shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of these Terms including all attorneys' fees. Blink further reserves the right to suspend future shipments of goods if Host is more than thirty (30) days late in payment of an undisputed invoice. Blink further reserves the right to terminate the Accepted PO if Host is more than sixty (60) days late in payment of an undisputed invoice.

3.8 No Right of Set-off. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written consent of Blink, except in the event Host is entitled to receive a refund pursuant these Terms.

3.9 Taxes; Duties. All amounts due to Blink under these Terms and/or any applicable Accepted PO are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the purchase, 

shipment, use or sale of the Equipment by or to Host, other than taxes measured by Blink's income, corporate franchise, or personal property ownership. Blink shall issue an invoice to Host for the full amount of such Taxes and shall include such amount as a separate line item on such invoice(s) sent to the Host; provided that, Blink's failure to so issue an invoice or invoices to the Host shall not relieve Host from the obligation to pay any Tax described in this Section.

3.10 Payment. All amounts payable under these Terms shall be paid in United States dollars. Host shall remit payment to Blink, at Host's option (i) via wire transfer to an account designated by Blink in writing; (ii) by check; or (iii) other such payment methods as agreed to in writing by Blink.

3.11 Deposit. The purchase of DC Fast Charger Equipment shall require a deposit of thirty percent (30%) of the purchase price ("Deposit"). Deposit shall be paid at the time the purchase order is submitted to Blink. In the event the purchase order is not accepted by Blink, Blink agrees to return Deposit within thirty (30) days of non-acceptance.

4. Security Interest; Acceleration

4.1 Retention by Blink of Security Interest. Blink shall have the right to retain a purchase money security interest in the Equipment until Host has paid the purchase price for the Equipment due under the Accepted PO to Blink in full. At Blink's request Host shall, at Host's expense, assist it in recording and/or perfecting such security interest.

4.2 Acceleration. In the event of a breach by Host of its obligations under these Terms, Blink shall have the right to declare all amounts owed by Host to be immediately due and payable, and to enforce its rights as a secured party, if applicable.

4.3 Release of Security Interest. Upon Host's payment in full of the purchase price, Blink shall promptly file a termination statement or other document needed to discharge any applicable security interest of Blink.

5. Purchase for Host's Own Account. Host represents and warrants that it is purchasing the Equipment for its own account and not for resale, and that it will not, absent Blink's prior written consent, resell any of the Equipment. Nothing in this Section shall be deemed to prohibit Host from reselling Equipment to any of its affiliates. For purposes of these Terms, the term "affiliate" shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

6. Installation. Host shall be responsible for arranging for the installation and operation of the Equipment and for paying all of the costs thereof. At Host's request, Blink may provide the names and contact information of one or more Blink-approved installers of Equipment; provided that, in providing such information Blink makes no representation or **warranty** of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, BLINK IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION SERVICES OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES. PLEASE NOTE THAT USE OF ANY NON- BLINK APPROVED INSTALLER DURING ANY APPLICABLE **WARRANTY** PERIOD ON THE EQUIPMENT, WILL IMMEDIATELY VOID THE **WARRANTY** BY ITS EXPRESS TERMS.

7. Operation. Host expressly agrees that as long as the unit is connected to the Blink Network and visible on the Blink maps and mobile application, Host will ensure the Equipment is functioning properly and available to the public 24/7, excluding permissible down time for maintenance. Should the Equipment be unavailable to the public for charging for a period of 3 days or longer and Host does not certify in writing to Provider that the issues with the equipment are being rectified then Host expressly grants Provider a limited license for Provider, its employees, agents, and vendors to enter upon the Property at any time (and to the extent possible, with 24 hour notice to Host), for the specific purposes of inspecting, servicing, and maintaining the Equipment. Host shall not interfere with Provider's services, maintenance, or data collection from the Equipment.

8. Returns. Host shall have five (5) business days from receipt of the Equipment to return unopened and unused items (with all packaging intact) to Blink. All items not returned by Host within such five (5) business-day period shall not be returnable. Blink shall return any and all prepaid amounts with respect to the returned items. The determination as to whether any returned items were unused, unopened and intact, pursuant to the terms and conditions herein, shall be solely within Blink's discretion. Notwithstanding the foregoing, for HQ 150 and HQ 200 units sold through BlinkCharging.com, Client shall have fifteen (15) business days from receipt of the same to return unopened and unused items (with packaging intact) to Blink; Client shall be responsible for a ten percent (10%) restocking fee in such cases.

9. Limited Warranty; Limitation of Liability

9.1 Warranty. The Equipment is covered by the terms of Blink's standard one (1) year Limited **Warranty** (the "**Warranty**"), commencing on the date of purchase. All applicable warranties with respect to the Equipment are set forth in the **Warranty**, as provided on www.blinknetwork.com and are hereby incorporated by reference into these Terms.

9.2 Post-Warranty Services. Host acknowledges and agrees that in order to obtain repair or other maintenance services for Equipment after expiration of the **Warranty**, Host may purchase service and maintenance agreements directly from Blink.

9.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, BLINK MAKES NO **WARRANTY** WITH RESPECT TO THE PERFORMANCE OF THE EQUIPMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. BLINK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE EQUIPMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **WARRANTY** DOES NOT APPLY TO PURCHASES OF REMANUFACTURED OR REFURBISHED EQUIPMENT. BLINK DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF EQUIPMENT. THE **WARRANTY** SET FORTH IN THESE TERMS IS SUBJECT TO CERTAIN EXCLUSIONS AS MORE FULLY SET FORTH IN THE **WARRANTY**.

9.4 Limitations on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS, OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY CAUSE OF ACTION, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

EXCEPT AS OTHERWISE NOTED HEREIN, HOST'S SOLE REMEDY FOR ANY BREACH BY BLINK OF ITS OBLIGATIONS UNDER THESE TERMS SHALL BE LIMITED TO, AT BLINK'S OPTION, REPAIR OR REPLACEMENT OF THE EQUIPMENT TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY BLINK OF THE PURCHASE PRICE OF THE NON-CONFORMING EQUIPMENT.

IN THE EVENT BLINK IS FOUND LIABLE FOR A BREACH OF ITS OBLIGATIONS UNDER THESE TERMS BLINK'S MAXIMUM CUMULATIVE LIABILITY TO HOST, FOR ANY TYPE OF DAMAGE (WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE) SHALL BE LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT AND WHICH SHALL NOT EXCEED THE PRICE OF THE EQUIPMENT PRODUCT, PART, OR SERVICE ON WHICH SUCH LIABILITY IS BASED.

10. Intellectual Property

10.1 Restrictions on Use. Host shall not: (i) create derivative works based on the Equipment, (ii) copy, frame or mirror any part or content of the Equipment, (iii) reverse engineer any Equipment or (iv) access the Equipment for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service or (B) copy any features, functions, interface, graphics or "look and feel" of the Equipment.

10.2 Ownership of Intellectual Property. All right, title and interest in and to any intellectual property related in any way to the Equipment is, and shall remain, the exclusive property of Blink. The term "intellectual property" shall mean, for purposes of these Terms, all of a party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a nature similar to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

10.3 Software. Any software or computer information, in whatever form such information is provided with Equipment purchased from Blink is licensed to Host solely pursuant to standard licenses of Blink or its supplier of such software or computer information which licenses are hereby incorporated by reference. Blink does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the **warranty** period applicable to the Equipment, the software will perform its essential functions. If such software or computer information fails to conform to such **warranty**, Blink will, at its option, provide an update to correct such non-conformance or replace the software or computer information with the latest available version containing a correction. Blink shall have no other obligation to provide updates or revisions.

11. Confidentiality. Host acknowledges that trade secrets, valuable business or professional information and all terms and conditions of these Terms, shall be deemed confidential information (the "Confidential Information") of Blink and may not be disclosed to third parties during the Term or for a period of two (2) years following termination (the "Restriction Period"). The Confidential Information shall be held by Host in the strictest confidence and shall not, without the prior written consent of Blink, be disclosed to any person other than in connection with Host's relationship with Blink and the services provided under this Agreement. Host further acknowledges that such Confidential Information is a special, valuable and unique asset to Blink, its parent, subsidiaries and affiliates. Host shall exercise all due and diligent precautions to protect the integrity of Blink's Confidential Information and to keep it confidential whether it is in written form, on electronic media or oral. If Host is subject to judicial or governmental proceedings requiring disclosure of the Confidential Information, then, prior to disclosing any such Confidential Information, Host will provide Blink with reasonable notice to allow Blink to obtain a protective order or confidential treatment of the Confidential Information. Host shall be prohibited from analyzing the composition of or modifying, changing, merging, adapting, translating, reverse engineering, decompiling, disassembling or preparing works derived from Blink's Equipment, Confidential Information or Infrastructure. Host recognizes that Blink has legitimate business interests in protecting the Confidential Information, and as a consequence, Host expressly agrees to the restrictions contained in this Agreement because they further Blink's legitimate business interests. These legitimate business interests include, but are not limited to: (i) trade secrets as defined by the Florida Uniform Trade Secrets Act; (ii) valuable confidential business or professional information that otherwise does not qualify as trade secrets including all Confidential Information; (iii) substantial relationships with specific prospective or existing Hosts; and (iv) Host goodwill associated with Blink's business. Host agrees that Blink may name Host as a customer of Blink in its marketing materials.

12. GENERAL

12.1 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.

12.2 Force Majeure. Blink shall not be liable for any damages as a result of any delays due to any causes beyond Blink's control, including, without limitation, an act of God; act of Host or a Blink supplier; embargo or other governmental act; regulation or request; fire; accident; strike; slowdown; flood; fuel or energy shortage; sabotage; war; riot; delay in transportation and inability to obtain necessary labor, materials or manufacturing facilities from usual sources. In the event of any such delay, the date of delivery shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

12.3 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

12.4 Acceleration and Suspension of Blink Services. If any amount owing by Host under these Terms or under any other agreement between Blink (or an Affiliate of Blink) and Host is more than thirty (30) days overdue (or, in the event that Host has authorized Blink to charge the amount owing to Host's credit card and payment under such credit card has been declined, more than 5 days has passed since Host has received notice from Blink of such event), Blink may, without otherwise limiting Blink's rights or remedies, accelerate Host's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the use by Host of the purchased services until such amounts are paid in full.

12.5 Governing Law. This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of laws. Any suit involving any dispute or matter arising under this Agreement may only be brought in State or Federal Court of Miami-Dade County, Florida which shall have jurisdiction over the subject matter of the dispute or matter. Blink and Host irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12.6 Nuclear Applications Terms and Conditions. Unless otherwise agreed in writing by a duly authorized representative of Blink, products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. If so used, Blink disclaims all liability for any damage, injury or contamination; and Host shall indemnify Blink against any such liability, whether arising as a result

breach of contract, **warranty** or tort (including negligence) or otherwise.

12.7 Errors. Blink reserves the right to correct errors or omissions in quotations, acknowledgments, invoices, or other documents.

12.8 OSHA Compliance. Compliance with OSHA or similar federal, state or local laws during the operation or use of the product(s) is the sole responsibility of the Host.

12.9 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

12.10 Severability. In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

12.11 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof and, if faxed or emailed, shall be followed forthwith by letter and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's telex or telecopy machine or computer/email device. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery to such courier. All notices and other communications under these Terms shall be given to the parties hereto at the addresses listed on the Quote.

12.12 Press Release. Blink may issue a press release, reasonably acceptable to both parties, stating, among other things, Host's commitment to Blink's products and services. Host agrees to allow Blink to name Host as a customer of Blink in Blink's marketing materials. Host agrees to allow the limited use of its name and/or logo in Provider's standard investor/shareholder presentation materials.

12.13 Authorization. All of these Terms are binding on the signatory to the Quote and/or the business entity it represents. The signatory represents that it has authority to bind the entity on behalf of whom it signs.

12.14 Competitor Purchases. You may not purchase Equipment from Blink if you are a direct competitor of Blink, except upon disclosure and with Blink's prior written consent.

12.15 Miscellaneous. Nothing in this Agreement is intended to obligate or commit Blink to provide any services other than as set forth herein. This Agreement (including any exhibits) constitutes the entire agreement, and supersedes all prior agreements and understandings (both written and oral) of the parties hereto with respect to the subject matter hereof, and cannot be amended or otherwise modified except in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Nothing contained in it, whether expressed or implied, is intended to give or shall be construed as giving anyone other than the parties and the named Host and their successors or assigns any rights under this Agreement. This Agreement may be assigned by Blink to a parent, a wholly-owned subsidiary, an affiliate, any entity with which it might merge, or to any successor-in-interest without notice to Host.

CONTACT US

Blink Customer Service:

1-888-998-2546



By Mail:

Blink Network, LLC
Customer Support
605 Lincoln Road, 5th Floor
Miami Beach, FL 33139

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