

## Kempower Warranty Information

Kempower charging equipment is designed and tested for demanding industrial and commercial environments, and it is covered by our warranty ("**Warranty**"). This Warranty applies to the following Products:

- New, electrically powered equipment ("**Products**") with a Kempower serial number, unless otherwise specified by a Kempower representative in writing.
- Selected original replacement or retrofit upgrade parts of Kempower equipment ("**Spare Parts**").
- On-site and remote services ("**Services**").

This Warranty is provided by Kempower Inc. ("**Kempower**"). This Warranty applies to Products purchased directly from Kempower or from an authorized Kempower sales partner by a customer.

Kempower's Warranty is limited to the conditions specified in this Warranty document. A Kempower authorized sales partner may offer a more extensive warranty, but Kempower does not, under any circumstances, accept liability other than what is specified in this Warranty.

### 1. Warranty Validity

Kempower warrants that its Products are free from defects in materials and workmanship for the Warranty period. This Warranty only covers the delivered Products under intended use as specified in Kempower's technical documentation and user's manual. The Warranty terms are sole and exclusive. Any other material, labor, installation, travel, or other costs except those identified in this document are excluded.

Pre-requisites for the Warranty:

- Customer has paid the purchase price of the Product in full;
- Installation and commissioning of the Product has been performed properly by a person trained or authorized by Kempower; and
- The Product defect or fault is reported to Kempower in accordance with this Warranty, and the report is sent through the [Kempower Support Portal](#).

### 2. Warranty Period

#### Warranty for Products

The Warranty period for Kempower Products is 24 months from the date of commissioning or 30 months from the date of shipment of the Product, whichever occurs first.

#### Extended Warranty Period

For a separate fee, the Customer can purchase an extended warranty period for Kempower Products ("**Extended Warranty**"). This Extended Warranty must be ordered at the



time the Product is purchased by the customer. It is not possible to purchase the Extended Warranty or change the warranty type of the Product after the order date.

#### **Warranty for Spare Parts**

The Warranty period for Kempower-approved Spare Parts is 12 months from the date of installation or 24 months from date of shipment from Kempower or Kempower's authorized partners, whichever occurs first. Any other material, labor, dismantling, installation, investigation, or travel costs are excluded from the Warranty for Spare Parts.

#### **Returning Replaced Parts**

In any Warranty claim, if the Warranty decision cannot be made otherwise, Kempower reserves the right to have the malfunctioning component sent to Kempower for investigation. Shipment cost will be borne by Kempower. If the customer does not send the malfunctioning component to Kempower, Kempower reserves the right to charge the customer the full cost of the Warranty replacement Product or part.

#### **Remote Support During the Warranty Period**

During the Warranty period, Kempower will provide remote support free of charge for the customer or customer service partner to investigate, repair, replace, or rectify the Product or part.

### **3. Warranty Limitations**

The following are not covered by the Warranty:

- 1) Damages caused by:
  - a) Normal wear and tear of components
  - b) Force Majeure conditions
  - c) Overloading
  - d) Connection to incorrect or faulty mains supply voltage, including voltage surges outside the equipment's specification
  - e) Incorrect transport or storage
- 2) Defects caused by non-compliant remote-control messages from the customer's back-end system, such as OCPP load balancing or its equivalent.
- 3) Interoperability changes to the control software required by new types of vehicles that are introduced to the market after delivery of the Product.
- 4) Interoperability changes to the hardware required by new types of vehicles that are introduced to the market after delivery of the Product or part.
- 5) Charging cables and connectors/plugs, and other consumable parts including, but not limited to, switches, LED lights, socket outlets, and sealings, after the customer has received delivery of the Product or part.
- 6) Any expenses related to direct or indirect travel costs, daily allowances, or accommodation.

The following are examples, but not an exhaustive list, of occurrences that may void the Warranty:

- 1) Modifications made to the Product without prior written approval from Kempower.



- 2) Using parts other than Kempower-supplied or -approved parts or Spare Parts for the repair or maintenance of the Product.
- 3) Not adhering to the user, installation, and/or maintenance instructions for the Product.
- 4) Repair work completed by a provider other than an authorized Kempower service partner.
- 5) Installation, commissioning, or maintenance tasks on the Product completed by a provider without a valid training certificate issued by Kempower or a Kempower-certified Trainer.

The following are examples, but not an exhaustive list, of occurrences that will void the Warranty:

- 1) Acts of vandalism to the Product or its parts.
- 2) Unauthorized opening/uninstalling of the Products.
- 3) Using the Product for anything other than its specified purpose.
- 4) Using the Product in an environment other than its specified environmental conditions.
- 5) Subjecting the Product to stronger mechanical impact than specified in its IK rating.
- 6) Not adhering to specified instructions when dimensioning the system (e.g., cable dimensioning).
- 7) Not adhering to the preventive maintenance program and its instructions.
- 8) Not addressing environmental factors such as excessive dust in the preventive maintenance schedule.
- 9) Damage caused by grid instability, grid over/undervoltage, or other grid connection faults.
- 10) Damage to the cabling caused by machinery, natural events, or an equivalent.
- 11) Damage to the user interface touch screen caused by excessive force.
- 12) Damage to the charging cables and plugs or pantographs caused by incorrect use.
- 13) Cyber-attack, or its equivalent, caused by an unprotected communication system.
- 14) Inability to upgrade the Product's control software because of its location or a disabled communication network. The availability and operation of the communication network is the customer's responsibility.

If Kempower determines that the defect is not covered by the Warranty, the customer is obliged to remunerate Kempower or the authorized Kempower service partner for the repair and all related costs.

In no event does Kempower bear liability for:

- 1) Any third-party expenses
- 2) Any indirect or consequential damages, expenses, or costs
- 3) Expenses or costs that exceed 15% of the original purchase price of the Product or Spare Part



## 4. Warranty claims process

### 4.1. Warranty Claim Notice

Without prejudice to any further statutory or contractual obligations to inspect and notify defects that may exist, the Customer shall without undue delay and at the latest within 14 days notify Kempower in writing of any defect which appears ("Warranty Claim Notice"). The Warranty Claim Notice shall be made through the Kempower Support portal, and it shall contain a description of the defect, the purchase confirmation and/or registration document to the authorized Kempower service partner, copy of the original delivery note, Product serial number and other information required by Kempower. If the Customer fails to make the Warranty Claim Notice within the time limits set forth herein, the Customer shall lose its right to any remedies available under the Warranty. Where the defect is such that it may cause damage, the Customer shall make the Warranty Claim Notice to Kempower immediately. The Customer shall take reasonable measures to minimize damage and shall in that respect comply with instructions of Kempower. The Customer shall bear the risk of damage to the Product resulting from its failure to notify or minimize damage. Upon receipt of the Warranty Claim Notice Kempower shall perform the necessary troubleshooting and investigations remotely, on-site or in-house and may require additional information from the Customer, in order to resolve the Warranty claim.

### 4.2. General Customer obligations

In order to benefit from this Warranty, the Customer shall:

- Provide true, accurate and complete information in the Warranty Claim Notice;
- Provide Kempower any additional information that Kempower may require to investigate and resolve the Warranty claim;
- Return to Kempower, at Kempower's request and cost, defective Products or parts for investigation, repair, or replacement;
- Allow Kempower remote monitoring and use of Kempower ChargeEye;
- Ensure unhindered access to chargers in case of on-site troubleshooting or repair, including access to closed premises, keys in case of special locking mechanism on charger, etc.;
- Ensure availability of personnel to power down transformers if needed;
- Announce any changes to the charger after commissioning (e.g. change of locks) relevant to the Warranty claim or its solution immediately;
- Ensure the work environment on-site meets all relevant applicable health, safety and environment legislation and guidelines; and
- Safekeep replacement products and parts and malfunctioning or replaced Product or part, that Kempower may request to be returned, in their possession and adequately insure them against the risk of theft or damage whilst in their possession

Kempower shall not be liable for failing to provide remedy under this Warranty, should the failure occur as a result of the Customer not fulfilling any obligations stated herein. The Customer shall be liable to Kempower for any additional waiting time and other



reasonable costs, including but not limited to, costs relating to the technician who could not access the site or the Product as a result of the Customer not fulfilling its obligations stated herein

#### 4.3. Remedy under Warranty

Upon accepted Warranty claim Kempower shall at its discretion and at its own cost repair or replace the defective Product or Spare Part as stated herein. Kempower may:

- Repair the defect remotely;
- Repair the defect on-site by Kempower or Kempower authorized service partner technicians;
- Repair the defect in-house at Kempower manufacturing site; or
- Replace the defective Product or defective part by making a new delivery or delivering replacing parts.

Kempower shall take care of dismantling the defective part and installing the replacing part or Product or repairing the Product at Kempower's cost. Kempower and Kempower authorized service partners shall perform warranty services on regular working hours and standard support hours of Kempower or the Kempower authorized service partner as applicable

Kempower reserves the right to have the malfunctioning component sent to Kempower for investigation. Shipment cost will be borne by Kempower.

Defective Products and parts which have been replaced shall be made available to Kempower and shipped to Kempower at Kempower's request and cost. Such Products and parts shall become property of Kempower at the delivery to Kempower.

Kempower shall have the right to request the shipping of the malfunctioning or replaced Product or part for three (3) months from the filing of the Warranty Claim Notice). If the Customer does not send the malfunctioning or replaced Product or part to Kempower within one (1) month from Kempower's request, Kempower reserves the right to charge the full cost of the Warranty replacement Product or part from the Customer.

When a defect in a part of the Product or Spare Part has been replaced, Kempower shall be liable for the part in replacement only under the same terms and conditions and Warranty period as those applicable to the original Product.

Kempower shall have fulfilled its obligations in respect of the Warranty claim when it has repaired or replaced the Product with the Customer as stated herein. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement, the Customer may terminate the contract or reduce the purchase price accordingly. Kempower shall not be liable for any other loss the defect may cause, including loss of production, loss of profit and other indirect loss or any other material,



labor, installation, travel, or other costs. The value of the warranty service is always limited to the purchase price of the Product or Spare Part.

4.4. Customer liability for costs If a Warranty Claim Notice is made but Kempower determines that there is no defect or the defect is not covered by the Warranty, the Customer is obliged to remunerate Kempower or the authorized Kempower Service partner for the costs incurred as a result of the notice, including troubleshooting and repair work and all related costs.

Warranty services may only be provided by Kempower or Kempower authorized service partners. Kempower shall not be liable for any costs of unauthorized repair or damages caused by unauthorized repair attempts and such unauthorized actions may lead to the Warranty becoming void

#### Division of Costs with Warranty Tasks

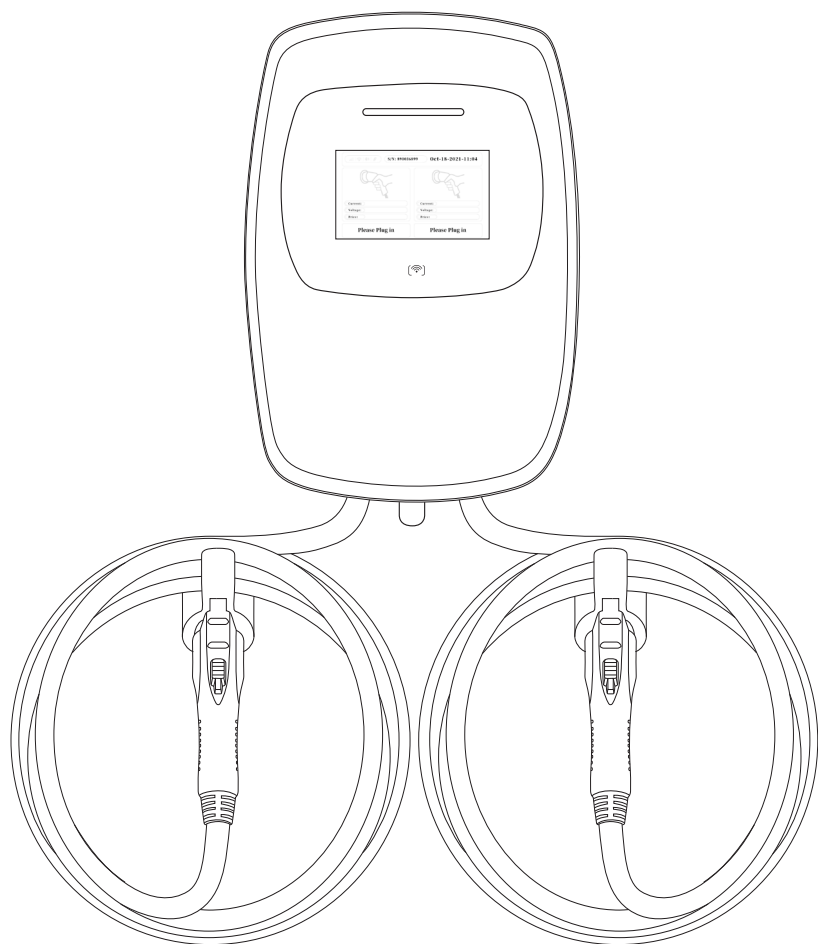
Type of Warranty Task	Customer's Cost	Kempower's Cost
Warranty replacement parts		x
Warranty replacement parts shipping		x
Requested return parts shipping		x
Onsite labor*		x
Travel and accommodations	x	
Any additional labor cost or fees	x	
Extended warranty	x	
Preventative Maintenance	x	

\*Labor can be claimed per the tact time list at rates defined in the agreement executed between the parties

The Customer is responsible for specifying their technical requirements and for checking the conformance of this quotation against them. Later changes in the specification may result in changes to the delivery time and/or pricing.

# Electric Vehicle AC Charger

## NA Warranty



**For model: DS308**  
**&CS308**

## EVlution AC Charger

# Warranty and Maintenance

The warranty period for this charger is three years.

During the warranty period for any malfunction under normal use according to the User Manual and Service Instructions (to be determined by certified maintenance technicians of sellers), the product shall be repaired free of charge. Except for the following situations, the charger shall be subject to the above warranty terms:

1. The warranty certificate cannot be provided or the contents of the warranty certificate are modified or inconsistent with the label indication of the repaired product.
2. Those who are unable to provide valid proof of purchase.
3. Those who exceed the manufacturer's specified warranty period.
4. Those who damage the product due to not following the product service instruction for use, maintenance and storage.
5. Damage or malfunction caused by external object entering.
6. Unauthorized repair, disassembly or modification.
7. Damage caused by force majeure (such as lightning, excessive voltage, earthquake, fire, flood, etc.).
8. Malfunction and damage caused by other unavoidable external factors. Malfunction and damage caused by improper use of equipment, such as water or other solutions entering into the equipment.
9. Malfunction and damage caused by the grid power supply and voltage which is not specified for use with the charger equipment.

The above guarantees shall be made solely, and no other express or implied warranties shall be made (including the implied warranties of merchant ability, particular and applicable reasonableness and adaptability, etc.) whether in the contract, civil negligence, or other aspects, the Company shall not be responsible for any special, incidental or consequential damages.



# Limited Warranty for EV Charger Management Software

Provided by EVlution Charge

Effective Date: April 04, 2025

## 1. Warranty Scope

EVlution Charge ("Provider") warrants that its EV charger management software ("Software") — including features like driver payment management, charger performance monitoring, real-time analytics, and compliance tools accessed via the EVlution Network — will substantially perform according to published specifications under normal use for the duration of the active network agreement ("Warranty Period"). This warranty applies only to the original subscriber.

## 2. Coverage

During the Warranty Period, the Provider will, at its sole discretion:

- Fix reproducible errors that prevent the Software from functioning as described in the documentation, as long as they are reported during the Warranty Period.
- Provide updates or patches to correct defects at no extra cost.
- Maintain a minimum uptime of 99.5%, measured monthly, excluding scheduled maintenance.

This warranty only covers the Software delivered through Provider's cloud-based platform and does not cover:

- Any hardware, including EV chargers or related equipment, even if integrated with the Software.
- Custom modifications or integrations made by the subscriber or third parties.
- Issues caused by misuse, failure to follow documentation, or external factors (e.g., internet outages, system failures on the subscriber's side).

## 3. Exclusions

This warranty does not apply if:

- The Software is used in a way inconsistent with its intended purpose or Provider documentation.
- The subscriber fails to install updates or patches provided by Provider within a reasonable time.
- Damage or performance issues result from external causes such as power surges, cyberattacks not due to Provider negligence, or subscriber network failures.

## 4. Remedies

If the Software fails to perform as warranted, the Provider's only responsibility, and the subscriber's exclusive remedy, will be:

- To repair or correct the defect within a commercially reasonable time.
- If repair is not possible, to provide a prorated refund of subscription fees for the remaining Warranty Period, at Provider's discretion.

Provider is not responsible for costs related to downtime, lost revenue, or third-party services.

## **5. Warranty Claim Process**

To make a warranty claim, the subscriber must:

- Notify Provider in writing within 7 days of discovering the defect, via email to EVlution management.
- Provide clear evidence of the issue (e.g., logs, screenshots, or other relevant data).
- Allow Provider remote access to diagnose and address the problem.

## **6. Governing Law**

This warranty is governed by the laws of the Province of Alberta or the Province of British Columbia, depending on the subscriber's location, without regard to conflict of law principles.

## **7. Contact Information**

For warranty support or questions, contact EVlution management by email or through the official customer service channels provided at activation.