



## 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 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 Kempower 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 troubleshooting, dismantling or installation costs, 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

#### **Division of Costs with Warranty Tasks**

Type of Warranty Task	Customer's Cost	Kempower's Cost
Troubleshooting	On-Site	Remote



Product repair or replacement work	On-Site	In-House
Warranty replacement parts		X
Warranty replacement parts shipping		X

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.