

## WARRANTY TERMS

Kempower Charging equipment is designed and tested for demanding industrial and commercial environments, and it is covered by a global warranty ("**Warranty**") as specified below. This Warranty applies to the following, purchased after 1 August 2022:

- 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 Oyj (hereinafter "**Kempower**"). This Warranty is applied between Kempower and a customer (hereinafter "**Customer**") who has purchased a Product directly from Kempower or an authorized Kempower sales partner (hereinafter "**Reseller**").

The delivery term for Products and Spare parts as Warranty replacements is DAP (Incoterms 2020).

This Warranty is limited to the terms and conditions specified in this document. A Reseller may offer a more extensive warranty but Kempower does not, under any circumstances, accept liability for other than what is specified in this Warranty.

### Special message to end-users

Thank you for using Kempower Charging equipment.

As a user, when you purchase Products you should expect performance from Products and, if they fails, replacement by the installer. Although our warranty does not extend to you if you have not bought Products from Kempower, Kempower does extend Warranty to a Reseller.

If you have a questions, need additional information or would like to comment on Products, please write:

[support@kempower.com](mailto:support@kempower.com)

### Validity of the Warranty

This Warranty only covers the delivered Product under intended use as specified in the technical documentation. Any other material, labor, or travel costs are not included. Kempower warrants that its Products are free from defects in materials and workmanship for the Warranty period.



The standard warranty period (“**Warranty Period**”) for Products is 26 months from the date of shipping, and at most 36 months from the date of manufacturing. For a separate fee, the Warranty Period of Products may be extended in 12-month increments to a total of 122 months (10 years):

- When purchasing the Product
- During the standard Warranty Period of the Product, provided that the preventive maintenance program according to Kempower maintenance program has been verifiably obeyed thus far.

The Warranty Period for Kempower approved Spare parts is 12 months from the date of shipping, and at most 36 months from the date of manufacturing. The Warranty covers the delivered Spare part only. Any other material, labor, or travel costs are not included.

The Warranty Period for Services is 6 months from completing the repair or maintenance task.

While the validity of the Product's Warranty Period may be verified from Kempower's back-end system, we expect the Customer to provide the purchase receipt and/or registration document to the authorized Kempower service partner. The serial number of the Product, located on the Product name plate, must be legible at the time of the Warranty claim.

The Warranty is valid when:

- The defect or fault of the Product is reported to Kempower in accordance with these Warranty terms and conditions, and the report is sent by through Kempower portal or via email to [support@kempower.com](mailto:support@kempower.com).
- The title and possession of the Product or its part replaced under Warranty transfers or is transferred to Kempower or an authorized Kempower service partner at the Customer's cost upon replacement, if the Product or Spare part allows such return.

## Scope of the Warranty

During the Warranty Period Kempower's sole remedy under this warranty is to:

- Repair, replacement or refund of a defective Product or Spare part
- Rectifying errors in workmanship, materials or labor of a completed Service task

Kempower reserves the right to make the decision of repairing, replacing, or refunding the payment price for the defective Product or Spare part. Kempower reserves the right to use factory refurbished Spare parts as Warranty replacements. The Warranty Period for refurbished Spare parts is the same as that of new Spare parts.

The Product or Spare part is regarded as defective if it does not function as specified in the technical documentation.

The replacement Product or Spare part becomes the Customer's property. The removed Product or Spare part becomes Kempower's property.

In any Warranty claim case, if the warranty decision cannot be made otherwise, Kempower reserves the right to have the malfunctioning component sent to Kempower for investigation. If the Customer does not send the malfunctioning



component to Kempower, Kempower reserves the right to charge the full cost of the Warranty replacement part from the Customer.

In all Warranty claim cases, the Warranty of the Product may expire if the Customer does not contact Kempower without delay and no later than fourteen (14) days from the moment when the defect was noticed or should reasonably have been noticed. For the Warranty claim to be approved by Kempower, as a precondition the Customer must provide a written report describing the operating conditions of the Product. Kempower also reserves the right to request additional information about the operating conditions before accepting the Warranty claim.

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 Spare part.

Kempower assumes round trip shipping costs for defect or fault Products in an amount not to exceed actual reasonable direct freight charges to and from Kempower's warranty repair facility for such Products. Customer will provide copies of freight invoices to Kempower upon request. Round trip shipping costs expressly exclude freight forwarding, taxes, duties and tariffs.

The party initiating transportation will bear the risk of loss or damage to Products or Spare part in transit.



## Limitations of the Warranty

The following are not covered by the Warranty.

1. Damages caused by:
  - a. Normal wear of components
  - b. Force Majeure conditions
  - c. Connection to incorrect or faulty mains supply voltage, including voltage surges outside the equipment's specification
  - d. Overloading
  - 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 equivalent.
3. Interoperability changes to the control software required by new types of vehicles that are introduced to the market after the delivery of the Product.
4. Interoperability changes to the hardware required by new types of vehicles that are introduced to the market after the delivery of the Product or Spare 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 and inspected the delivery.
6. Any expenses related to troubleshooting, direct or indirect travel costs, daily allowances, or accommodation.

The following, including but not limited to, may void the Warranty.

1. Modifications made to the Product without prior written approval from Kempower.
2. Using other than Kempower supplied or approved Spare parts or Consumables for the repair or maintenance of the Product.
3. Not obeying the user and maintenance instructions for the Product.
4. Repair work done by other than an authorized Kempower Service partner.
5. Installation, commissioning or maintenance tasks on the Product done by a person without a valid training certificate issued by Kempower or a Kempower-certified Trainer.

The following, including but not limited to, 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 other than its specified purpose.
4. Using the Product in other than its specified environmental conditions.
5. Subjecting the Product to stronger mechanical impact than specified in its IK rating.
6. Not obeying specified instructions when dimensioning the system (e.g. cable dimensioning).
7. Not obeying the preventive maintenance program and its work instructions.
8. Not addressing environmental factors such as excessive dust in the preventive maintenance schedule.
9. Damages caused by grid instability, grid over/undervoltage, or other grid connection faults.
10. Damages to the cabling caused by machinery, natural events, or equivalent.
11. Damages to the user interface touch screen caused by excessive force.



12. Damages to the charging cables and plugs or Pantographs caused by incorrect use.
13. Cyber attack or 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 troubleshooting 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 work and all related costs. In no event does Kempower bear responsibility for:

- Any third party expenses
- Any indirect or consequential expenses or costs
- Expenses or costs that exceed the original purchase price of the Product, Spare part or Service

To the fullest extent allowed by law, Kempower has no obligations regarding the Products, Spare parts, or Services other than what is specified in this Warranty. To the fullest extent allowed by law, this Warranty is the sole and exclusive remedy for any defects in the Products, Spare parts, and Services, and Kempower disclaims all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. In no event shall Kempower be responsible for incidental, consequential, punitive or liquidated damages, including but not limited to loss of earning or other indirect damages and losses. If Kempower cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this Warranty, and to repair or replacement as determined by Kempower in its sole discretion.

#### Division of liability with types of work

Type of work or task	Customer's charge	Kempower's charge
Troubleshooting work	On-site	Remote
Charger repair or replacement work	On-site	In-house
Warranty replacement parts		✓
Warranty replacement parts shipping		✓
Shipping for RMA		✓

#### Location of in-house Warranty repair work

Kempower is not obliged to do Warranty repair work free of charge elsewhere than Kempower or its' subsidiaries, or authorized service partner premises.:

#### Warranty Period after Warranty repair / Warranty of Spare parts

After Warranty repair done by an authorized Kempower Service partner, the remaining Warranty Period of the repaired or replaced Product or its part equals the remaining Warranty Period of the original Product. When purchased separately, the Warranty Period of Spare parts is twelve (12) months.



## **Governing law and disputes**

These Warranty terms and conditions shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions as well as the Convention on Contracts for the International Sale of Goods.

Any contractual disputes are primarily settled through negotiations. In case the customer and Kempower are not able to settle the dispute through negotiations, any dispute controversy or claim arising out of or relating to these Warranty terms and conditions or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1), The seat of arbitration shall be Helsinki, Finland and the language of the proceedings shall be English.