



Warranty Terms and Conditions

1.1 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 Products which have been purchased after 26 May 2023:

- 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**" or "**Supplier**"). This Warranty shall apply between Kempower and a customer (hereinafter "**Customer**" or "**Purchaser**") who has purchased a Product directly from Kempower, including companies belonging to Kempower group, or from an authorized Kempower sales partner (hereinafter "**Reseller**").

The delivery term for Products and Spare parts as Warranty replacements is DAP at Customer's location (Incoterms 2020).

The Warranty is limited to the terms and conditions specified in this Warranty 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.

1.1.1 Validity of the Warranty

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

Pre-requirements for validity of the Warranty:

The Warranty is valid providing that:

- Customer has paid the purchaser price of the Product in full,
- Commissioning of the Product has been performed properly by a person trained or authorized by Kempower,
- The defect or fault of the Product is reported to Kempower in accordance with these Warranty terms and conditions, and the report is sent through [Kempower Support portal](#).

- 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 part allows such return.

1.1.2 **Scope of the warranty**

The General Conditions of Orgalime S 2022 clauses 24 – 39 (Liability for Defects) shall apply to the Warranty with the following amendments and deletions:

Clause 28 shall be amended to be as follows:

The Supplier's liability shall be limited to defects which appear within a period of 24 Months from the date of commissioning of the Product, or 30 Months from the date of shipment from the Supplier's stock or the Supplier's Reseller's stock (FCA Incoterms 2020) whichever occurs first. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

Clause 29 shall be amended to be as follows:

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

Clause 30, the first and the second paragraph shall be amended to be as follows:

The Purchaser shall without undue delay and at the latest within 14 days notify the Supplier in writing of any defect which appears. The notice shall contain a description of the defect.

If the Purchaser fails to notify the Supplier in writing of a defect within the time limits set forth in the first paragraph of this clause, he shall lose his right to have replacement for the defective part or Product and any other rights in respect of the defect.

Clause 31 shall be amended to be as follows:

On receipt of the notice under Clause 30 the Supplier shall at his own cost deliver replacing part to Purchaser or if the Product cannot be repaired by replacing defective part, to deliver new Product, delivery term always DAP Purchaser's location (Incoterms 2020). Purchaser shall take care of dismantling the defective part and installing the replacing part or Product, always at Purchaser's cost. During the Warranty Period this shall be the Supplier's sole and exclusive remedy.

The Supplier shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

Clause 32 shall be deleted.

Clause 33 shall be amended to be as follows:

Unless otherwise agreed, necessary transport of the Product or parts thereof from the Supplier in connection with the replacing of defects for which the Supplier is liable shall be at the risk and expense of the Supplier and transportation cost of defective part or Product to the Supplier shall be at the risk and expense of the Purchaser.

Clause 37 shall be amended to be as follows:

If the Supplier does not fulfil his obligations under Clause 31 or 43, the Purchaser may by notice In Writing fix a final reasonable period for completion of the Supplier's obligations, which shall not be less than two weeks.

If the Supplier fails to fulfil his obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary remedial work at the risk and expense of the Supplier, provided the Purchaser or third party does so in a professional manner. Where successful remedial work has been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.

Extended warranty period

For a separate fee, the Customer can purchase extended warranty period for Product ("**Extended Warranty**"). This Extended Warranty must be ordered at the time the Product is purchased by the Customer. Afterwards it is not possible to purchase the Extended Warranty or change the warranty type of the Product.

Premium warranty

For a separate fee, the Customer can purchase a premium warranty ("**Premium Warranty**"). In the Premium Warranty the dismantling, replacing and installation costs of part of Product are included. Travel and travel-related costs are excluded. This Premium Warranty must be ordered at the time the Product is purchased by the Customer. Afterwards it is not possible to purchase the Premium Warranty.

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 stock or Kempower's Authorized Partners stock (FCA Incoterms 2020) whichever occurs first. The Warranty covers the delivery of Spare Part according to delivery terms always DAP Customer's location (Incoterms 2020) only. Any other material, labor, dismantling, installation, investigation or travel costs are excluded.

Choice of warranty part

Kempower reserves the right to use factory refurbished parts as Warranty replacements.

Returning replaced part

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. 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 full cost of the Warranty replacement Product or part from the Customer.

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.

Warranty for Services

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, Kempower expects 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.

1.1.3 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 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 the delivery.
6. Any expenses related to troubleshooting, dismantling or installation costs, 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 parts or 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. Damage to the cabling caused by machinery, natural events, or 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 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 work and all related costs.

In no event does Kempower bear responsibility for:

- Any third-party expenses, except in case described in clause 37 of Orgalime S 2022
- Any indirect or consequential damages, expenses or costs
- Expenses or costs that exceed fifteen per cent (15 %) the original purchase price of the Product, Spare part or Service according to Orgalime S 2022 clause 38

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 earnings 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 costs with types of warranty tasks:

Type of warranty 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		✓

1.2 Limitation of supplier's liabilities

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.

In no event will Kempower be liable for any indirect, incidental or consequential losses or damages, including but not limited to loss of profits, loss of revenues, or use, or loss or corruption of data or software, losses or liabilities under or in relation to agreement concluded with a third party, or wasted management or other staff time. The aggregate liability of Kempower for any claims arising out of or related to the agreement will in no

case exceed the amounts paid by the Customer under the agreement or one million euros (1 M €), whichever is lower. The foregoing limitations of liability shall not apply to any liability that cannot be excluded or limited in accordance with the applicable mandatory law.

1.2.1 **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.