

Electrify Canada HomeStation Limited Warranty

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE ELECTRIFY CANADA HOMESTATION OR ELECTRIFY CANADA HOMESTATION (EACH A "PRODUCT"). YOUR USE OF THE PRODUCT CONSTITUTES YOUR AGREEMENT WITH THE TERMS AND CONDITIONS OF THIS ELECTRIFY CANADA LEVEL 2 CHARGER LIMITED WARRANTY ("LIMITED WARRANTY"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, DO NOT USE THE PRODUCT.

U.S. ONLY: EXCEPT WHERE PROHIBITED BY LAW, THIS LIMITED WARRANTY CONTAINS A MANDATORY INFORMAL DISPUTE SETTLEMENT PROCEDURE FOR U.S. CUSTOMERS THROUGH THE NATIONAL CENTER FOR DISPUTE SETTLEMENT (1-800-777-8119) BEFORE YOU MAY EXERCISE ANY RIGHTS OR SEEK ANY REMEDIES CREATED BY TITLE I OF THE MAGNUSON-MOSS WARRANTY FEDERAL TRADE COMMISSION IMPROVEMENT ACT, 15 U.S.C. 2301 *et seq.* YOU ARE NOT REQUIRED TO UTILIZE THE INFORMAL DISPUTE SETTLEMENT PROCEDURE BEFORE SEEKING REDRESS UNDER ANY OTHER LAW. Refer to the "Dispute Resolution" section for details.

What does this Limited Warranty cover?

Electrify Canada, LP ("Electrify Canada") warrants that this Product is free from material defects in workmanship and shall perform the functions for which it is intended when properly installed, under normal personal use, and under ordinary conditions, for a period of three (3) calendar years from the date of sale of the Product ("Warranty Period"). A Product will be considered to have a material defect or to be materially defective only if such Product, when properly installed and under normal usage conditions, is unable to charge an SAE J1772 electric vehicle due to a flaw in workmanship (within the applicable Warranty Period) and is returned in accordance with the instructions below before the Warranty Period ends.

If a Product is determined to be materially defective and eligible for replacement under this Limited Warranty, Electrify Canada will replace it with a new or refurbished (in Electrify Canada's sole discretion) Level 2 charger of equal or greater functionality as the returned Product. An obsolete or discontinued Product may be replaced with the same Product, or if a replacement is not available, a Product having similar function and capacity. Electrify Canada will be responsible for the cost of the replacement unit and the shipping costs associated with returning the defective Product and sending the replacement unit, under the terms of this Limited Warranty.

If a replacement is not commercially practicable or cannot be provided timely, then Electrify Canada will provide a credit for the materially defective Product. The value of the credit shall be the amount the Customer originally paid for the Product. .

Customer's remedy under this section is conditioned on Electrify Canada's requirement that the original Product be physically returned.

What is not covered by the Limited Warranty?

This Limited Warranty does not cover any damage to this Product or malfunction that results from any or all of the following:

commercial use;

product shared between or among households;

normal wear or deterioration;

accident;

abuse; misuse;

negligence;

natural or personal disaster;

improper installation, use, storage or maintenance, including installation by an unlicensed contractor;

relocation of the Product from its original installation location;

non-compliance with relevant safety standards or regulations;

any unauthorized disassembly, repair or modification;

use with an incompatible electric vehicle;

damage to or defect of the charger port on the electric vehicle;

internet or network connectivity issues related to or caused by the customer's networking equipment or internet service provider; or

cosmetic shortcomings where damage to the exterior of the Product does not influence or affect the operation of the Product, or the supply of energy from the Product.

This Limited Warranty does not cover counterfeit, fake, or grey market products. Electrify Canada will not provide any warranty support or replacement for any products that Electrify Canada has not imported into the United States or Canada (as applicable) and sold through its authorized channels.

Customer is responsible for all costs associated with dismounting and removal of the Product, re-installation of the replacement unit, and any other costs not expressly ascribed to Electrify Canada hereunder.

Moreover, if a Product is returned and Electrify Canada or its designee determines after inspection that it is not materially defective, or defect is not covered under the terms of this Limited Warranty, the customer shall bear the shipping costs.

SOME JURISDICTIONS (INCLUDING THE PROVINCE OF QUEBEC AND SASKATCHEWAN) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED OR STATUTORY WARRANTY LASTS, SO THE FOLLOWING LIMITATION MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY STATED HEREIN IS THE CUSTOMER'S SOLE SOURCE OF WARRANTY RIGHTS ASSOCIATED WITH THE PRODUCT, EXCEPT THAT ANY IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND INFRINGEMENT, THAT CANNOT BE EXCLUDED UNDER LAW ARE HEREBY LIMITED TO THE TERM OF THE WARRANTY PERIOD SET FORTH HEREIN. NO WARRANTY RIGHTS ARE GRANTED TO ANY OTHER PARTY OTHER THAN THE CUSTOMER OF THE PRODUCT.

Limitation of liability

SOME JURISDICTIONS (INCLUDING THE PROVINCE OF QUEBEC) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ELECTRIFY CANADA AND ITS AUTHORIZED DISTRIBUTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, INJURIES TO PERSONS OR DEATH, LOST PROFITS, LOST DATA, LOSS OF USE, COST OF COVER, OR LOSS OR DAMAGE TO THE PRODUCT, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THIS PRODUCT AND/OR INSTRUCTIONS, EVEN IF ELECTRIFY CANADA OR ITS AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF ELECTRIFY CANADA AND/OR ITS AUTHORIZED DISTRIBUTORS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE AMOUNT PAID TO ELECTRIFY CANADA, WHETHER DIRECTLY OR INDIRECTLY, FOR THIS PRODUCT.

ELECTRIFY CANADA SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY A FAILURE TO FOLLOW THE INSTRUCTIONS. THE FOLLOWING INFORMATION SHALL NOT BE DEEMED TO EXTEND THE SCOPE OF THE TERMS & CONDITIONS OF ANY WARRANTY:

- The Product may only be put into operation after the user is sufficiently familiar with and follows the Installation and Operation Manual.
- The Product may only be used for its intended purpose.
- Hardwired installation may be carried out only by electrical specialists and/or appropriately trained persons. Additional training is required.
- Installation using a NEMA 14-50 outlet must follow the installation instructions in the Installation and Operation Manual.

- The Product is a maintenance-free product. It does not contain any reparable parts or components. Do not attempt any repairs.
- The product may not be converted, modified, or used in an unauthorized way.
- Electrify Canada reserves the right to make technical changes to the Product after purchase (i.e. firmware updates for performance needs or changing standards).
- Follow all applicable laws, regulations, ordinances and rules concerning safety, accident prevention, and use of the Product, in addition to the information in the Installation and Operation Manual.

Who can make a claim under the Limited Warranty?

Products purchased from unauthorized sellers are not covered by this Limited Warranty.

This limited warranty is provided to the original end user purchaser only, and only when the Product is purchased from an authorized seller. Subsequent owners are not eligible to make a claim on the warranty, even if they take possession or title of the Product from the original end user purchaser within 3 years of its original purchase. In the event that the customer transfers ownership of Product to a third-party, the warranty will only transfer to the third-party if the Product remains installed at the original site.

This Product is intended for customers located in the United States and Canada. This Limited Warranty does not extend to end users outside of these countries.

How to submit a warranty claim

In order to submit a claim under this Limited Warranty, the customer must contact Electrify Canada at 1-833-531-3226 and provide a brief description of the defect to receive a Return Merchandise Authorization (“RMA”) number. Electrify Canada will arrange for a new unit to be shipped to customer, and will provide a return label for returning the original Product. If customer fails to return the original Product within 30 days of receipt of the replacement unit, customer will be charged the then-current price for the replacement unit.

In order to ship the Product back, the customer will need to remove the charger and return following Electrify Canada’s shipping instructions. Follow the instructions in the Installation and Operation Manual included with the Product to uninstall the charger. **If the Product is hard-wired to the main power supply, only a licensed and qualified electrician should remove the Product from the mounting bracket.** The returned Product must include a legible data label showing the serial number, and the Product’s original identification markings (trademark, serial number) must not have been defaced, altered, or removed. Product must be returned in the original packaging materials or packaging providing equal protection during shipment. Electrify Canada shall not be responsible for damage occurring during shipment.

Once the Product has been received by Electrify Canada or its designee, Electrify Canada or its designee will examine the Product to determine whether the defect is material and within the terms of this Limited Warranty. If the returned Product is determined to be non-defective or not within the terms of this Limited Warranty the customer will be billed for the cost of the replacement Product, the replacement Product shipping cost and any applicable taxes.

No accuracy guarantee

Reasonable effort was made to ensure that the specifications and other information in the Installation and Operation Manual included with the Product are accurate and complete at the time of their publication. However, the specifications and other information in the Installation and Operation Manual are subject to change at any time without prior notice. Visit www.electrifyhome.com/warranty for the most up to date information.

How does provincial law apply?

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

If any provision of this Limited Warranty is deemed invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Limited Warranty will remain in full force and effect.

Questions about this Limited Warranty?

Please direct all questions concerning this Limited Warranty to: Electrify Canada, LP, 777 Bayly St W, Ajax, ON L1S 7G7, Canada or 1-833-531-3226.