

Kempower Standard Limited Warranty Terms and Conditions EU/EEA

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Kempower Standard Limited Warranty Terms and Conditions

1. Definitions and scope

Customer means a customer or a Kempower authorized sales partner who has purchased a Kempower Product and/or Spare Part directly from Kempower. These Standard Limited Warranty Terms and Conditions shall only apply to businesses as customers.

Extended Warranty shall have the meaning ascribed to it in section 4 herein.

Kempower means Kempower Oyj (business identity number 2856868-5) and affiliate companies directly owned by Kempower Oyj (as applicable).

Product means new, electrically powered equipment with a Kempower serial number.

Spare Parts means selected replacement, upgrade or retrofit upgrade parts of Kempower equipment manufactured by Kempower.

Warranty means the warranty as specified in these Standard Limited Warranty Terms and Conditions.

Warranty Claim Notice shall have the meaning ascribed to it in section 5.1 herein.

2. Standard Limited Warranty

Kempower Charging equipment is designed and tested for demanding industrial and commercial environments, and Kempower rectifies defects on Products which are clearly attributable to material and/or manufacturing faults during the Warranty Period.

This Warranty is provided by Kempower Oyj and shall apply between Kempower and a Customer. An end customer purchasing a Kempower Product or Spare Part from an Authorized Kempower Sales Partner shall not benefit from this Warranty directly.

The Warranty is limited to the terms and conditions specified in this Warranty document. A Kempower Authorized Sales Partner may offer a more extensive warranty to end customers, but Kempower does not, under any circumstances, accept any liability exceeding what is specified in this Warranty.

This Warranty is exclusive and supersedes any other quality and performance warranties, whether written, verbal or implicit. Any other warranties, including any implied warranties of merchantability or fitness for purpose, are hereby specifically excluded to the extent allowed by applicable legislation.

3. Geographical scope

This Warranty is valid for Products and Spare Parts sold by Kempower to and located in European Union or European Economic Area, Switzerland, or the United Kingdom.

4. Warranty Period

Warranty Period for Products shall start at the delivery of the Product according to the agreed delivery term and remain valid for 24 months from the date of commissioning of the Product or 30 months from the date of shipment of the Product from Kempower, whichever occurs first.

For a separate fee, the Customer can purchase an extended warranty period for the 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 for the Product.

Warranty Period for Spare Parts is 12 months from the date of installation or 24 months from date of shipment from Kempower's stock, whichever occurs first.

5. Warranty claims process

5.1. 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.

5.2. 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.

5.3. 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 use factory refurbished parts as Warranty replacements.

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

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. Return shipment shall be made under delivery term FCA Customer's premises (Incoterms 2020). 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 to 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.

5.4. 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.

6. Limitations of the Warranty

Pre-requirements for validity of the Warranty. The Warranty is valid providing that:

- Customer has paid the purchase price of the Product or Spare Part in full,
- Installation, commissioning and maintenance of the Product has been performed properly by a person trained and certified by Kempower,
- The defect or fault of the Product or Spare Part is reported to Kempower in accordance with these Warranty terms and conditions,
- 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 Kempower's cost upon replacement, if the Product or part allows such return.

The following are not covered by the Warranty:

1. Damages caused by:
 - a. Normal wear and tear or deterioration of the components, including but not limited to wear of Consumables as stated in the Products maintenance manual
 - b. Circumstances arising after the risk has passed to the Customer
 - c. Force Majeure conditions
 - d. Connection to incorrect or faulty mains supply voltage, including voltage surges outside the equipment's specification

- e. Overloading
 - f. Incorrect transport or storage
 - g. Non-compliance with applicable safety regulations
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. Defects arising out of a design, materials or production methods provided, stipulated or specified by the Customer.
 6. Purely aesthetic defects and minor defects, that do not affect the functioning or operability of the Product.

The following 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, operation, installation, commissioning and maintenance instructions for the Product.
4. Not installing the latest software updates available within a reasonable time of their release.
5. Repair work done by other than an authorized Kempower Service partner.
6. Installation, commissioning or maintenance tasks on the Product done by a person without a valid training certificate issued by Kempower.

The following 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 purpose specified in the technical documentation and owner's manual.
4. Using the Product in other than the environmental conditions specified in the technical documentation.
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. Cyberattack 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.
15. Bringing the Product to circulation as a used product.

To the fullest extent allowed by law, Kempower has no obligations regarding the Products or Spare parts 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 or Spare Parts and Kempower disclaims all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. Kempower does not warrant that the Products will operate uninterrupted or error-free. 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 direction.

The limitations in this Clause 6 and the remainder of this Warranty document shall not apply to Kempower's liability for (i) damages resulting from injury to life, body or health based on a negligent breach of duty by Kempower or an intentional or negligent breach of duty by a legal representative or vicarious agent of Kempower and (ii) other damage resulting from a grossly negligent breach of duty by Kempower or from an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of Kempower.