

## **SEMACONNECT, INC.**

### **Limited Product Warranty**

This Limited Product Warranty (“**WARRANTY**”) applies to the ChargePro™ Networked Charging Station (“**Station**”) purchased from SemaConnect, Inc. (“**SEMACONNECT**”) or one of its authorized distributors and ultimately delivered to the Station Owner (“**OWNER**” or “**YOU**”)

Subject to the exclusions set forth below, SEMACONNECT warrants that the Station will be free from defects in materials and/or workmanship for a period of one (1) year after the Station’s initial shipment from SemaConnect. Upon verification of a warranty claim, SEMACONNECT will, at its’ discretion, repair or replace the Station.

#### **EXCLUSIONS FROM LIMITED PRODUCT WARRANTY**

This Warranty does not apply to defect(s) resulting from any of the following:

- Alteration or modification made to the Station without written SEMACONNECT approval.
- Vandalism.
- Abuse, damage (including but not limited to physical damage from being struck by a vehicle), misapplication or Station usage beyond its intended purpose as set forth in SEMACONNECT documentation.
- Installation or relocation of the Station unless performed by SEMACONNECT or a SemaConnect authorized service provider.
- Improper site preparation or maintenance.
- Damage resulting from accidents, acts of nature or other causes beyond SEMACONNECT’s control.
- Use of software, interfaces or parts not provided by SEMACONNECT.

#### **OBTAINING WARRANTY SERVICE**

To obtain warranty service you must: (a) obtain a return materials authorization number (“**RMA#**”) from SEMACONNECT by contacting Customer Service at 1-800-663-5633, and (b) deliver the Station in accordance with the instructions provided by SEMACONNECT.

SEMACONNECT will pay the cost of returning the Station via GROUND transportation using the procedure described above. OWNER assumes risk of any shipping related loss or damage before receipt at SEMACONNECT. SEMACONNECT will be responsible for returning the Station repaired under WARRANTY.

A Station found to be not defective, out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced at Owner’s request using SEMACONNECT’s standard charges and shipped back at Owners expense.

SEMACONNECT may choose to perform a Station repair at the Owner’s facility for expediency. At SEMACONNECT’s request, Owner agrees to provide access to a secure work area. On-site repairs are not available outside the United States.

All replaced parts are the property of SEMACONNECT.

**SEMACONNECT’s Options:** You acknowledge that a replacement Station provided by SemaConnect under the Limited Warranty may be remanufactured or reconditioned or, if the exact Station is no longer manufactured by SEMACONNECT, a Station with substantially similar functionality (“**Replacement Station**”). Any Replacement Station so furnished will be warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Station, whichever is greater. Should SEMACONNECT be unable to repair or replace the Station, SEMACONNECT will refund the purchase price of the Station.

**EXTENDED WARRANTY (Additional Charge Applies):** Subject to the exclusions from warranty coverage set forth above, if you have purchased a two (2) year extended warranty (“**Extended Warranty**”), and if the Station becomes defective in breach of the Limited Warranty above at any time during the extended warranty period commencing the date of the initial shipment from SemaConnect (“**Extended Warranty Period**”), SEMACONNECT will, upon verification of warranty claim and at its’ discretion, repair or replace the Station.

You are responsible for the proper installation and maintenance of the Station. Any service or repairs beyond the scope of the Limited Warranty or any Extended Warranty above are subject to SEMACONNECT’s then prevailing current labor rates and other applicable charges.

**Third Party Products.** The above Limited Warranty and Extended Warranty are exclusive of products manufactured by third parties (“**Third Party Products**”). If such third party manufacturers provide a separate warranty with respect to the Third Party Product, SEMACONNECT will include such warranty in the packaging of the Station.

#### **WARRANTY LIMITATIONS**

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SEMACONNECT OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT. Some states or jurisdictions do not allow the exclusion of express or implied warranties so this exclusion may not apply to you.

IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. NO

WARRANTIES APPLY AFTER THE TOTAL WARRANTY PERIOD. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO AGENT OF SEMACONNECT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF SEMACONNECT.

SEMaconnect SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

**LIMITATIONS OF LIABILITY**

You acknowledge and agree that the consideration which you paid to SEMACONNECT or one of its authorized distributors does not include any consideration by SEMACONNECT or one of its authorized distributors of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Station. THUS, SEMACONNECT OR ONE OF ITS AUTHORIZED DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THIS STATION OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SEMACONNECT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF SEMACONNECT OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR ALL CLAIMS WHATSOEVER RELATED TO THIS STATION OR THE SERVICE WILL NOT EXCEED THE PRICE YOU PAID FOR THIS STATION.

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF SEMACONNECT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

**ADDITIONAL INFORMATION**

This Limited Product Warranty is valid for U.S.A. and Canada only.

This Limited Product Warranty shall be governed by and construed in accordance with the laws of the State of Maryland, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This Limited Product Warranty is the entire and exclusive agreement between you and SEMACONNECT with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of SEMACONNECT.

This Limited Product Warranty is not transferable by you to anyone else.

All inquiries or claims made under this Limited Product Warranty must be sent to SEMACONNECT's address as follows:

SemaConnect, Inc.  
4961 Telsa Drive, Suite A  
Bowie MD 20715  
Phone: 1-800-663-5633  
Fax: 1-301-352-4232  
[www.semaconnect.com](http://www.semaconnect.com)