

LIMITED WARRANTY FOR NC8000 SERIES ELECTRIC VEHICLE CHARGERS

WARRANTY (this “Warranty”)

It is acknowledged that you have read and agree to the terms of this Warranty by using and installing this charger (the “Product”). Subject to the terms and conditions set forth in this Warranty, including but not limited to the Exclusions and Limitations, Warranty obligations for this Product are limited.

NovaCHARGE warrants that this Product shall be free of defects in materials and workmanship under normal use for a period of four (4) years (commercial products), and two (2) years commercial Model NC8000-80A from the date of delivery (the “W, warranty Period”).

It is the requirement of the above remedy that you must contact NovaCHARGE and provide the model number, serial number and date of purchase during the Warranty Period. Upon NovaCHARGE’s notice, you must return the Product and include (i) a copy of your original purchase invoice or receipt to verify your warranty; (ii) your name, address, and telephone number; (iii) the Return Materials Authorization (RMA) number.

If any defect is found in the Product and a valid claim is received within the Warranty Period, your sole and exclusive remedy will be for NovaCHARGE, in its sole discretion and to the extent permitted by law, to (1) repair the defect in the Product at no charge, using new parts or refurbished parts, or (2) exchange the Product with new or refurbished hardware that is functionally equivalent to the original Product, or (3) if the Product is returned directly to NovaCHARGE and not to the original reseller, then NovaCHARGE reserves the right to replace the Product with an equivalent without any trademark/logo bearing. In addition, Warranty obligations do not apply to installation service of the Product.

EXCLUSIONS AND LIMITATIONS

This warranty applies only to the Product manufactured by NovaCHARGE and does not apply to any non-NovaCHARGE Product even if packaged or sold with the Product. Software distributed by NovaCHARGE with or without the NovaCHARGE brand name (including, but not limited to system software) is not covered under this warranty.

NovaCHARGE does not warrant that the operation of the Product will be uninterrupted or error-free. NovaCHARGE is not responsible for damage arising from failure to follow instructions relating to the Product’s use.

This warranty does not apply to: (a) cosmetic damage; (b) removed or defaced serial numbers or warranty seal; (c) a product or part that has been modified to alter functionality or capability without the prior written permission; (d) damage caused by accident, abuse, misuse, fire, earthquake or any Force Majeure; (e) operating the Product not for the permitted or intended uses; (f) damage caused by use with non-NovaCHARGE products; (g) coatings unless failure has occurred due to a defect in materials or workmanship; or (h) damage caused by or via the network on which the Product is used including, but not limited to, any unauthorized online access.

OVER

WARRANTY (CONTINUED)

IMPORTANT WARNING

Do not open, take apart or disassemble the Product in any way. Doing so may cause damage that is not covered by this warranty. Only NovaCHARGE or a NovaCHARGE authorized service provider should perform service on the Product.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOVACHARGE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NOVACHARGE OR A NOVACHARGE AUTHORIZED REPRESENTATIVE SHALL MODIFY OR EXTEND ANY WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, IN NO EVENT SHALL NOVACHARGE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, OR FOR LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF USE OF MONEY, LOSS OF INCOME OR REVENUE, BUSINESS INTERRUPTION ARISING OUT OF OR IN RELATION TO THIS AGREEMENT AND/OR THE PRODUCTS, WHETHER BASED ON PRINCIPLES OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY. NOTWITHSTANDING THE FOREGOING, THE LIABILITY OF NOVACHARGE ARISING IN CONNECTION WITH THIS WARRANTY OR THE USE OR INABILITY TO USE THE PRODUCTS IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED THREE TIMES THE AMOUNT OF THE PRODUCTS.

PRODUCT REGISTRATION

Thank you for selecting this NovaCHARGE Product. NovaCHARGE is a green business and we strive to reduce paper waste wherever possible. To that end, we offer electronic product registration and support documentation.

Instructions:

- Go to <https://www.novacharge.net/faqs>
- Select Register Product button & Complete the required contact and charger information
- Be sure to use the model number noted on the charger box
- Submit registration

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