



Limited Warranty Terms & Conditions

EVN120F/P, EVN180F/P, EVN240F/P, EVN300F/P, EVN360 F/P

Last Updated: March 2024



DynaChrg Product Limited Warranty

DynaChrg warrants that any electric vehicle charging infrastructure hardware product (excluding any embedded software) manufactured by DynaChrg or an affiliate thereof (each, a “DynaChrg Product”) will, at the time of shipment, materially conform with DynaChrg’s written specifications and be free of material defects in materials and workmanship under normal use. DynaChrg will make good any material defect in an DynaChrg Product which (i) under proper use, care and maintenance, appears in such DynaChrg Product, (ii) is reported to NIS within the Warranty Period for such DynaChrg Product, and (iii) which arises solely from faulty materials or workmanship. In its sole discretion DynaChrg, as its sole and exclusive responsibility pursuant to this DynaChrg Product Limited Warranty, may elect to repair the DynaChrg Product or supply a replacement of the DynaChrg Product or relevant part.

As used herein, “Warranty Period” shall mean the time period DynaChrg warrants the DynaChrg Products, as set forth above. Unless otherwise specified in writing by DynaChrg, the Warranty Period shall begin on the date of shipment from DynaChrg and extend for twelve (12) months from the date of shipment.

Warranty Exclusions

Neither DynaChrg nor any of its affiliates will be liable for, and this DynaChrg Product Limited Warranty shall not cover, any damage or defects caused by or otherwise attributable to (i) the abuse or neglect of any DynaChrg Product; (ii) the willful misconduct or negligence of any person; (iii) any act of nature (including, without limitation, extreme power surge); (iv) use of any DynaChrg Product not in accordance with DynaChrg’s instructions or for a purpose other than that intended by DynaChrg; (v) ordinary wear and tear; (vi) materials or workmanship made, furnished or specified by claimant or any other third-party; (vii) non-compliance with DynaChrg’s installation, operation or environmental requirements or instructions; (viii) lack of proper maintenance; (ix) any modification or repair not previously authorized by DynaChrg in writing; or (x) the use of non-authorized software or spare or replacement parts in connection with any DynaChrg Product. In the event that any of the aforementioned occurs, this DynaChrg Product Limited Warranty shall be null and void at the time of such occurrence.

Warranty Claim Submission

Any claim pursuant to this DynaChrg Product Limited Warranty must be submitted in writing to support@dynachrg.ai within thirty (30) days of claimant’s discovery of the defect. Failure by claimant to give such written notice within the applicable time frame shall be deemed an absolute and unconditional waiver of claimant’s claim for such defects. Each claim submission must include claimant’s business name and address, the model and serial number of the DynaChrg Product, proof of purchase from DynaChrg or an authorized distributor, and a detailed description of the alleged defect. Each claim submission must be submitted promptly following discovery of the alleged defect. Claimant will at all times remain solely responsible for the adequacy and accuracy of all information supplied by it.

DynaChrg Product Repair

In the event DynaChrg elects to repair an DynaChrg Product subject to a claim pursuant to this DynaChrg Product Limited Warranty, Claimant shall grant all DynaChrg repair personnel with access to any DynaChrg Product claimed to be defective at the location at which such DynaChrg Product is installed. If DynaChrg reasonably determines during repair that any claimed defect in an DynaChrg Product is not subject to coverage under this DynaChrg Product Limited Warranty (each, an “Excluded Claim”), DynaChrg shall cease all repairs and provide an estimate to Claimant regarding the cost to repair the DynaChrg Product outside the scope of this DynaChrg Product Limited Warranty. Following receipt of such estimate, Claimant shall promptly provide notice to DynaChrg of its acceptance or rejection thereof. In the event Claimant rejects any estimate for DynaChrg to repair any DynaChrg Product subject to an Excluded Claim, DynaChrg shall have no liability in connection with any repair work or other services provided by a third-party service provider. In the event Claimant accepts any estimate for DynaChrg to repair any DynaChrg Product subject to an Excluded Claim, (i) DynaChrg shall invoice Claimant separately for the associated cost of repairs and other related fees and expenses, and (ii) execute such other documentation as required by DynaChrg. For the avoidance of doubt, DynaChrg may assess separate service fees in connection with all site visits by DynaChrg repair personnel in the event any claimed defect is determined to be an Excluded Claim in connection with this DynaChrg Product Limited Warranty. In the event any DynaChrg Product (or any part thereof) is repaired pursuant to claim pursuant to this DynaChrg Product Limited Warranty, such DynaChrg Product (or any part thereof) shall remain subject to the original Warranty Period of such DynaChrg Product and the Warranty Period shall not be deemed to have been extended, renewed or otherwise modified by such repair.

DynaChrg Product Return and Replacement

DynaChrg must approve and authorize in advance any return of any DynaChrg Product claimed to be defective (or any part thereof), which will be sent at claimant’s cost (including the cost of any freight, insurance, freight and other shipping expenses) to the address provided by DynaChrg. In the event DynaChrg determines that the returned DynaChrg Product (or part thereof) is defective in breach of this DynaChrg Product Limited Warranty, such reasonable shipment expenses shall be reimbursed by DynaChrg. Claimant shall bear responsibility for the cost of labor and other charges for removal of defective DynaChrg Products (or parts thereof) and installation of any replacement DynaChrg Products (or parts thereof). If DynaChrg reasonably determines that any claimed defect in an DynaChrg Product is an Excluded Claim following return of such DynaChrg Product, DynaChrg shall provide an estimate to repair or replace the DynaChrg Product outside the scope of this DynaChrg Product Limited Warranty. Following receipt of such estimate, Claimant shall promptly provide notice to DynaChrg of its acceptance or rejection thereof. In the event Claimant rejects any estimate for DynaChrg to repair or replace any DynaChrg Product subject to an Excluded Claim, DynaChrg will return the DynaChrg Product at Claimant’s cost and DynaChrg shall have no liability in connection with any repair work or other services provided by a third-party service provider following return of such DynaChrg Product. In the event Claimant accepts any estimate for DynaChrg to repair or replace any DynaChrg Product subject to Excluded Claim,

(i) DynaChrg shall invoice Claimant separately for the associated cost of repairs or replacement and other related fees and expenses, and (ii) execute such other documentation as required by DynaChrg. Any returned DynaChrg Product that is replaced pursuant to this DynaChrg Product Limited Warranty will become the property of DynaChrg. Replacement DynaChrg Products will be delivered by DynaChrg at claimant's site in the United States of America set forth in the warranty claim submission.

Disclaimer

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WARRANTIES SET FORTH IN THESE DYNACHRG LIMITED WARRANTY TERMS AND CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY DYNACHRG WITH RESPECT TO THE DYNACHRG PRODUCTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, QUALITY FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO DYNACHRG IN SPECIFICATIONS, DRAWINGS OR OTHERWISE), CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

IN NO CASE SHALL DYNACHRG OR ANY AFFILIATE THEREOF BE LIABLE FOR ANY SPECIAL, PUTATIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OR INJURY OF ANY KIND, INCLUDING WITHOUT LIMITATION ECONOMIC LOSS, LOSS OF ANTICIPATED SAVINGS, WASTED OPPORTUNITY, LOSS OF REVENUE, OR LOSS OF PROFITS, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY IN CONNECTION WITH THIS DYNACHRG PRODUCT LIMITED WARRANTY, EVEN IF DYNACHRG IS AWARE OF OR NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, LOSS OR INJURY. IN ALL CASES, DYNACHRG'S MAXIMUM AGGREGATE LIABILITY ARISING FOR ANY CLAIM UNDER THIS DYNACHRG PRODUCT LIMITED WARRANTY SHALL NOT EXCEED THE ORIGINAL PRICE OF THE DYNACHRG PRODUCT TO WHICH SUCH CLAIM RELATES.