



Limited Warranty

Limited Warranty for EV Solutions™ Ampure Go™ Electric Vehicle charger

Our Promise

This Limited Warranty for EV Solutions™ Ampure Go™ Electric Vehicle charger (“Warranty”) applies to you, the purchaser of a new EV Solutions™ Ampure Go™ Electric Vehicle charger from AMPURE solely for use by you. This warranty is not transferrable and is valid for purchasers located in the U.S.A. and Canada only.

Limited Two-Year Warranty

The Product is warranted to the retail customer to be free of defects in material and workmanship for a period of twenty-four (24) months from the date of shipment. For Resale Dealers: The Product is warranted to the retail customer to be free of defects in material and workmanship for a period of twenty-four (24) months from the date sold to the end customer. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY Ampure WITH RESPECT TO THE PRODUCT. Ampure UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT AND THIS WARRANTY. OTHER THAN EXPRESS AND/OR IMPLIED WARRANTIES REQUIRED BY APPLICABLE LAWS OR WHICH ARE REQUIRED TO EXTEND FOR A LONGER PERIOD, THERE ARE NO WARRANTIES THAT EXTEND BEYOND THIS LIMITED WARRANTY AND ANY REQUIRED WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.

To the extent permitted by applicable laws: (a) Ampure’s total warranty expense with respect to any Product is limited to a maximum of the original purchase price of that Product as applicable to a warranty claim; (b) Ampure’s liability under this warranty shall be limited to the repair or replacement, at Ampure’s option, of defective Product or defective component parts; replacement for defective Product may be in the form of an equal or similar product, at Ampure’s option; and (c) Ampure will not be liable for repair, replacement, service call, de-installation or installation costs for Products not covered by this warranty, which shall be the responsibility of the dealer. Coverage under the terms of this limited warranty is not transferable to any other party.

This limited warranty does not cover service calls to correct the installation of your Product, instruction to you on how to use your Product, costs associated with de-installing the Product, shipment of the Product to Ampure for repair or replacement and shipment of the repaired or replaced Product back to your home, or re-installation of the repaired or replaced Product.

This warranty shall be voided by damage or excessive wear to the Product caused by abnormal operating or environmental conditions (including exposure to acid, chemical fumes, metallic dust or extreme temperatures), accident, abuse, damage, misuse, vandalism, unauthorized alteration or repair, utility surges, or if the Product was not installed, operated, serviced or maintained in strict compliance with the User’s Manual and other printed instructions provided by Ampure. No installation services warranty applies under these Terms. Any evidence of an attempt to disassemble or reverse engineer the charger will void this warranty.

Follow These Steps to Obtain Warranty Service

1. If at any time during the term of your Warranty you believe you have a defective charger, contact Customer Service at 1.888.833.2148 or evscs@Ampure.com and request a Return Material Authorization (“RMA”) number from Ampure.
2. In connection with your RMA request, you will be asked for each of the following:
 - A detailed description of the problems you are experiencing with the charger;
 - The model number and serial number of the charger.
3. If Ampure determines that the defect appears to be covered by your Warranty and your Warranty is still in effect, you will be provided a Returned Material Authorization number (RMA number) to reference when returning the defective charger for repair or replacement.



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4. Ship the defective charger to Ampure and reference the RMA number in the shipping documentation. The charger must be returned in its original shipping container, or another shipping container designed to prevent damage to the charger.
5. If your charger is covered by your Warranty, Ampure will either repair or replace the defective charger at no charge to you and ship the repaired or replaced charger back to you at Ampure's expense.

Important

1. You are responsible for the proper installation and maintenance of the charger including the un-installing of any defective charger and the installation of the repaired or replacement charger returned to you.
2. Any service or repairs beyond the scope of the Warranty above will be performed upon customer approval at Ampure's then prevailing labor rates and other applicable charges.
3. Any charger that is found by Ampure to be out-of-warranty or otherwise ineligible for warranty service will be returned, repaired or replaced upon your approval at Ampure's standard charges at your expense.
4. Please read carefully through the detailed descriptions of the WARRANTY, the EXCLUSIONS FROM LIMITED PRODUCT WARRANTY, and the LIMITATIONS ON WARRANTY AND LIABILITY on the following pages to assure that your charger is eligible for warranty service without additional cost to you.

Replacement Parts or Charger

You acknowledge that replacement parts or charger provided by Ampure under the Warranty may be remanufactured or reconditioned parts or charger or, if the exact charger is no longer manufactured by Ampure, a charger with substantially similar functionality ("Replacement Products"). All replaced parts, whether under warranty or not, become the property of Ampure. Any replacement parts or charger so furnished will be warranted for the remainder of the original Warranty Period or ninety days from the date of delivery of such replacement parts or charger, whichever is later. Should Ampure be unable to repair or replace your charger, Ampure will refund the purchase price of the charger to you.

Exclusions from Limited Product Warranty

IMPORTANT: The Warranty on your charger shall not apply to defects or service repairs resulting from the following:

- Improper site preparation or maintenance, improper installation, cosmetic damage such as scratches and dents, or normal aging.
- Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the charger in a way other than as specified in the applicable Ampure documentation.
- Damage to the charger caused by software, interfacing, parts, supplies or any other product not supplied by AMPURE.
- Installation, alteration, disassembly, modification, or relocation of the charger that was not approved in writing or by Ampure or performed by Ampure or by a licensed electrician pursuant to this guide.
- Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature.
- Any other causes beyond the control of Ampure.

IN ADDITION: The Warranty on your charger shall not apply if the original identification markings (for example, serial numbers and trademarks) have been defaced, altered or removed or if the charger is used or installed for any purpose other than for use at a single-family residence.

AMPURE SPECIFICALLY DOES NOT WARRANT THAT ANY AMPURE SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.



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Limitations on Warranty and Liability

NO AGENT OF AMPURE IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF AMPURE. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. AMPURE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES

OTHER THAN THE WARRANTY SET FORTH ABOVE. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF AMPURE HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED

UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER EXPIRATION OF THE WARRANTY PERIOD.

Some states or jurisdictions do not allow the exclusion of express or implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

AMPURE IS NOT 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, THE CHARGER, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF AMPURE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF AMPURE FOR ALL CLAIMS WHATSOEVER RELATED TO THE CHARGER WILL NOT EXCEED THE PRICE YOU PAID FOR THE CHARGER. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF AMPURE 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 the above limitation or exclusion may not apply to you.

Additional Information

This Warranty shall be governed by and construed in accordance with the laws of the State of California, 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 Warranty is the entire and exclusive agreement between you and Ampure 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 Ampure.