## Broadband Telcom Power, Inc.

# Product Warranty 2024

BTC POWER 17671 Cowan, Suite 200, Irvine, CA 92614 +1 (714) 259-4888 sales@BTCPOWER.com BTC POWER.com

### **BTC POWER**

### BROADBAND TELCOM POWER, INC. LIMITED PRODUCT WARRANTY

This Limited Product Warranty applies to customers who have purchased a BTC POWER Electric Vehicle Charging Station(s) and/or a related product ("Product(s)") from Broadband Telcom Power, Inc., or one of its authorized distributors.

LIMITED WARRANTY: Subject to the exclusions from warranty coverage set forth below, BTC POWER warrants that the Product will be free from any defects in materials and/or workmanship (the "Limited Warranty") for a period of two (2) years beginning the first day of the full month after the date of the initial installation of the Product, or sixty (60) days after the ship date of the product (the "Warranty Period") whichever occurs first. If the Product becomes defective in breach of the Limited Warranty, BTC POWER will, upon written notice of the defect received during the Warranty Period, either repair or replace at BTC POWER's election, the Product if it proves to be defective; provided, that BTC POWER will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product. BTC POWER will pay for shipping charges for the replacement of the failed part. If the returned part has not failed, the customer will pay for shipping charges for the replacement part and the returned part.

You acknowledge that replacement products provided by BTC POWER under the Limited Warranty may be remanufactured or reconditioned Products or, if the exact Product is no longer manufactured by BTC POWER, a Product with substantially similar functionality ("Replacement Products") will be supplied. Any Replacement Products 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 Product, whichever is greater. Should BTC POWER be unable to repair the Product, BTC POWER will replace the Product with the latest model/version of a similar product in current production.

#### EXCLUSIONS FROM LIMITED WARRANTY

IMPORTANT: The Limited Warranty and on your Product shall not apply to defects, or service repairs, resulting from any of the following:

 Force Majeure – any occurrence or extraordinary event or circumstance beyond the control of BTC POWER that is an act of God or whether that occurrence is caused by war, riot, storm, (such as hurricane, flooding, earthquake, volcanic eruption, etc.), or other natural forces, or acts of nature or other causes.

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#### EXCLUSIONS FROM LIMITED WARRANTY (con'd)

- Vandalism.
- Any Alteration or Modification of the Product in any way not approved in writing by BTC POWER.
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or misuse of the Products by customers or end users.
- Any damage to the EV charger cord, unless such damage is caused by a manufacturing defect in the cord or connector assembly.
- Improper site preparation or maintenance.
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field.
- Use of the Product with software, interfacing, parts or supplies not supplied by BTC POWER.

You are responsible for the proper installation and maintenance of the Product. Any service or repairs beyond the scope of the Limited Warranty above are subject to BTC POWER's prevailing current labor rates and other applicable charges.

Third Party Products. This Limited Warranty is exclusive of products manufactured by third parties ("Third Party Products"). If such third-party manufacturer provides a separate warranty with respect to the Third-Party Product, BTC POWER will include such warranty in the packaging of the BTC POWER Product.

#### **OBTAINING WARRANTY SERVICE**

To obtain warranty service you must contact BTC POWER within 3 business days of realization of the defect at 1-855-901-1558, and ask for Customer Service, or email notification to <u>dispatch@BTCPOWER.com</u>. You will need to provide a written description of the source of the defect along with any pictures and email this information to the email address provided. If necessary, you may be required to deliver the Product, in accordance with the instructions provided by BTC POWER, along with Product's serial number, to BTC POWER's repair facility.