

Limited Warranty

JML Electric Inc. (herein after referred to as 'JML') under this agreement provides a 3 Year Limited Warranty to Ivy Charging Network. This limited warranty extends only to the original purchaser.

Please note that any warranty services or questions must be accompanied by the order number from the transaction through which the warranted product was purchased. <u>The order number</u> <u>serves as your warranty number and must be retained</u>. JML will offer no warranty service without this number.

JML warrants this product and installation against defects in materials or workmanship for Three Years (3) <u>three years on installation materials. Excluding the Charger</u> from the Substantial Completion date —TBD During this period, JML will repair or replace defective parts with new or reconditioned parts at JML's option, without charge to you.

JML shall provide qualified technicians capable of performing the necessary diagnostics and repairs within a maximum of twenty-four (24) hours from the time of reception of the request from the Agency during the entire warranty period.

All original parts (parts installed by JML at the original system build) replaced by JML or its authorized agent(s), become the property of JML. Any after-market additions or modifications will not be warranted. The system owner is responsible for the payment, at current rates, for any service or repair outside the scope of this limited warranty.

JML makes no other warranty, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to this equipment other than as set forth below. JML makes no warranty or representation, either express or implied, with respect to any other manufacturer's product or documentation, its quality, performance, merchantability, fitness for a particular purpose, or conformity to any representation or description.

Except as provided below, JML is not liable for any loss, cost, expense, inconvenience, or damage that may result from use or inability to use the equipment. Under no circumstances shall JML be liable for any loss, cost, expense, inconvenience, or damage exceeding the purchase price of the equipment.

The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty.

Warranty Conditions

The above Limited Warranty is subject to the following conditions:

- 1. This warranty extends only to products distributed and/or sold by JML. It is effective only if the products are purchased and operated in Canada
- 2. This warranty covers only normal use of the equipment. JML shall not be liable under this warranty if any damage or defect results from (i) misuse, abuse, neglect, vandalism, contact with a vehicle; (ii) disasters such as fire, flood, lightning or improper electric current; or (iii) service or alteration by anyone other than an authorized JML representative; (iv) damages incurred through irresponsible use, including those resulting from viruses or spyware, or other non-recommended practices.
- 3. You must retain your bill of sale or other proof of purchase to receive warranty service.
- 4. No warranty extension will be granted for any replacement part(s) furnished to the purchaser in fulfillment of this warranty.
- 5. JML accepts no responsibility for any software programs, data or information stored on any media or any parts of any products returned for repair to JML.
- 6. All pre-installed software programs are licensed to customers under term and conditions provided.
- 7. This warranty does not cover any third party software or virus related problems.
- 8. JML makes no warranty either expressed or implied regarding third-party software.

After Three -Year Warranty — Post Warranty Repair

For post warranty repair, the procedure is the same as outlined above. However, client/customer is responsible for shipping charges both ways, current labor (\$105 per hour if not under warranty + travel costs), and the current price of part(s) used in repair. Unless a Service level Agreement is negotiated with JML otherwise.

Warranty Process

Customer shall notify Ivy Charging Network by using the Contact Us form located on ivycharge.com, of any alleged claim or defect before the expiration of the applicable Warranty Period;

This warranty is null and void if the defect or malfunction was due to damage resulting from operation not within manufacturer specifications. It will also be null and void if there are indications of misuse and/or abuse. JML has the option of voiding the warranty if anyone other than a JML technician attempts to service the product. JML will not warrant any problems arising from an act of God (lighting, flooding, tornado, etc.), electrical spikes or surges, vehicular contact, vandalism, or problems arising out of hardware, software, or additional devices added to complement any system/component bought at JML. Under no circumstances will JML be responsible for any refund or remuneration exceeding the original purchase price of the product less any shipping fees.