

Product Warranty

For a period of three (3) years from the documented date of installation at the end user's premises (the "Warranty Period"), this warranty ensures that the Ivy Home Charger will be free from defects in materials and workmanship and that the charging cable for the Ivy Home Charger will be covered for a period of one year.

Exclusions

This Limited Product Warranty does not apply to any unit that:

- a) Has been subjected to abuse, misuse, neglect, negligence, accidents, or improper testing.
- b) Has been improperly installed or stored, subjected to physical stress, exposed to abnormal environmental conditions, or used contrary to the instructions in, or for uses not specified in, the user manual.
- c) Has been reconstructed, repaired, or altered without authorization from Ivy or has been reconstructed, repaired, or altered contrary to specifications in the user manual.
- d) Sustains damage resulting from extreme power surges, electromagnetic fields, or acts of nature.

This warranty does not cover:

- Design, merchantability, or fitness for particular purposes.
- Software services for Wi-Fi-connected units, including errors or interruptions.
- Damage to Wi-Fi-connected charging stations caused by third-party software providers.
- Cosmetic damages such as scratches, dents, aging, or wear and tear.

Warranty Procedures

To make a warranty claim, the claimant must provide the original purchase invoice, including the date of purchase and installation.

During the Warranty Period, for any allegedly defective unit:

- a) The customer must notify **Ivy Charging Network** by using the "Contact Us" form on ivycharge.com/contact-us or sending an email to support@ivycharge.com before the expiration of the Warranty Period. Ivy is not the manufacturer of the Ivy Home Charger. Ivy

will assist customer with administering the manufacturer's warranty on the Ivy Home Charger throughout the claim process.

b) The customer must ship the allegedly defective unit to the designated facility of the manufacturer at the manufacturer's expense and risk of loss.

c) If **The manufacturer**, upon inspection and testing, determines that the unit is defective and the defect is not caused by any of the factors listed in the exclusions, the unit will be repaired.

d) The repaired unit will be shipped back to the customer at the manufacturer's expense and risk of loss.

While the manufacturer is responsible for the total time for repair, the estimated total time for repair is generally 3 to 5 weeks from the time of claim submission to the receipt of a repaired unit, assuming all required documentation and actions are completed promptly.

Important Notes:

- Customers must not attempt to reconstruct, repair, or alter any unit by themselves or through a third party.
- The Limited Product Warranty does not cover any on-site labor costs related to uninstalling or reinstalling the repaired unit.

Warranties and Liability

Ivy is not the manufacturer of the home charger or software components associated with the Services and makes no representations, warranties, or conditions regarding the performance or suitability of the EVSE or any software components. Ivy assumes no risk and shall not be responsible or liable for any damages, losses, costs, or injuries (including as a result of EVSE malfunction) arising from or related to the design, construction, supply, installation, maintenance, use, and/or operation of the EVSE.

Limitations of Liability:

- Ivy will not be responsible for any indirect, incidental, or special consequential damages, even if reasonably foreseeable.
- If Ivy is unable to perform its obligations under this Agreement due to circumstances beyond its control (e.g., natural disasters, supply chain disruptions), Ivy will be excused from performing those obligations for the duration of such circumstances.

Indemnification:

The customer agrees to indemnify Ivy from all claims, losses, and costs, including legal expenses, arising out of:

- The Agreement's termination or enforcement.
- The supply, use, and/or operation of the EVSE.
- Claims for injury, death, or property damage associated with the EVSE.

This indemnification obligation survives the expiration or termination of this Agreement for any reason.

Customer Responsibilities

To maintain eligibility for warranty service, customers must:

- Retain proof of purchase, such as a receipt or invoice.
- Operate the EVSE in accordance with the user manual and avoid unauthorized alterations.
- Ensure the installation area remains in a safe and functional condition.