

Standard Parts Warranty

Our Promise

This Standard Parts Warranty (“Warranty”) applies to you, the original purchaser of one or more new CHARGEPOINT, INC. (“CHARGEPOINT”) Charging Stations (the “Charging Stations”) from CHARGEPOINT or one of its authorized resellers for your own use and not for resale. This warranty is transferrable and is valid for U.S.A. and Canada only. The warranty may only be transferred in the event of a sale, acquisition, or other similar corporate transaction. Additionally, such transfer must occur within three (3) months from the date of the warranty commencement, as further defined below.

If you have purchased ChargePoint Assure and your Charging Stations have been installed in accordance with the requirements for ChargePoint Assure coverage, ChargePoint will provide to you ChargePoint Assure coverage and will, among other things, perform the monitoring, triage, coordination, and on-site repair or replacement services described in the ChargePoint Assure Terms and Conditions of Service. If you did not purchase ChargePoint Assure and/or do not comply with the installation requirements, your coverage will be limited to that described herein.

LIMITED ONE-YEAR PARTS WARRANTY: Subject to the exclusions from Warranty coverage set forth below, CHARGEPOINT warrants that your Charging Station will be free from any defects in materials or workmanship for a period (the “Warranty Period”) of one (1) year. Your Warranty Period commences on the earlier to occur of (i) the date you activate your Charging Station or (ii) six (6) months after the date your Charging Station is shipped to you. If, during the Warranty Period, your Charging Station becomes defective in breach of the Warranty, CHARGEPOINT will, upon written notice of the defect received during the Warranty Period, either repair or replace, at CHARGEPOINT’s election, the Charging Stations. The Warranty covers both parts and factory labor necessary to repair your Charging Station but does not include any on-site labor costs related to un-installing or repair of the defective Charging Station or reinstalling the repaired or replacement Charging Station.

PURCHASE OF EXTENDED PARTS WARRANTY. Subject to the terms of this Agreement, you may purchase additional years of warranty coverage, the (“Extended Parts Warranty”). The terms of this Agreement shall govern the Extended Parts Warranty. ChargePoint will send you an invoice for the Extended Parts Warranty coverage that you order. Payment is due within thirty (30) days of the invoice date. If you have purchased multiple years of the Extended Warranty, and have chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of your Extended Warranty coverage. All payments shall be made in U.S. Dollars and may be made by check, wire transfer, ACH payment system or other means approved by ChargePoint. Customer may not offset any amounts due to ChargePoint hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to ChargePoint do not include any taxes and you are responsible for any and all such taxes. All payment obligations under this Agreement are non-cancelable and non-refundable. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate. All terms conditions of this Agreement shall apply to any Extended Parts Warranty purchased.

Follow These Easy Steps to Obtain Warranty Service

1. Activate your Warranty on-line during the installation and activation process for your Charging Station.
2. If at any time turning the term of your Warranty you believe you have a defective Charging Station, contact Customer Service at <https://www.chargepoint.com/support> , and request a Return Material Authorization

("RMA") number from ChargePoint. At the time of your call, ChargePoint will determine if your issues may be resolved remotely.

3. If your issues cannot be resolved remotely, in order to assure prompt and proper diagnosis and repair, physical on-site troubleshooting of suspected defects, and coordination with ChargePoint, must be performed by an electrician at your sole expense. ChargePoint will ship all replacement parts or Charging Stations to your electrician who will be responsible for receipt and return of all RMA parts and Charging Stations.
4. In connection with your RMA request, you will be asked for each of the following:
 - a. A detailed description of the problems you are experiencing with the Charging Station;
 - b. The model number and serial number of the Charging Station;
 - c. Proof of purchase (such as a copy of the ChargePoint invoice for your Charging Station); and
 - d. Shipping information.
5. If ChargePoint 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 Charging Stations for repair or replacement.
6. Ship the defective Charging Stations to CHARGEPOINT and reference the RMA number in the shipping documentation. The Charging Station must be returned in its original shipping container or in another shipping container designed to prevent damage to the Charging Station.
7. CHARGEPOINT will either repair or replace the defective Charging Stations at no charge to you.

IMPORTANT

1. You are responsible for the proper installation and maintenance of the Charging Stations including the de-installing of any defective Charging Stations and the installation of repaired or replacement Charging Stations returned to you.
2. Any service or repairs beyond the scope of the Warranty above will be performed upon customer approval at CHARGEPOINT's then prevailing labor rates and other applicable charges.
3. Charging Stations that are found by CHARGEPOINT to be out-of-warranty or otherwise ineligible for warranty service will be returned, repaired or replaced upon customer approval at CHARGEPOINT'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 Charging Station is eligible for warranty service without additional cost to you.

REPLACEMENT PARTS OR CHARGING STATIONS

You acknowledge that replacement parts or Charging Stations provided by CHARGEPOINT under the Warranty may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer manufactured by CHARGEPOINT, a Charging Station with substantially similar functionality ("Replacement Products"). All replaced parts, whether under warranty or not, become the property of CHARGEPOINT.

Any replacement parts or Charging Stations 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 Charging Stations, whichever is later.

EXCLUSIONS FROM WARRANTY

IMPORTANT: The Warranty on your Charging Stations 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 Charging Stations in a way other than as specified in the applicable CHARGEPOINT documentation.
- Installation, alteration, disassembly, modification or relocation of the Charging Stations that was not approved in writing by CHARGEPOINT or performed by CHARGEPOINT or by a certified CHARGEPOINT installer or service provider.
- Use of the Charging Stations with software, interfacing, parts or supplies not supplied by CHARGEPOINT.
- Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature.
- Any other causes beyond the control of CHARGEPOINT.

IN ADDITION: The Warranty on your Charging Stations shall not apply if the original identification markings (for example, serial numbers and trademarks) have been defaced, altered or removed.

THE WARRANTY APPLIES ONLY TO YOUR CHARGING STATION AND NOT TO ANY CHARGEPOINT SERVICE PLAN. CHARGEPOINT SPECIFICALLY DOES NOT WARRANT THAT ANY CHARGEPOINT SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

LIMITATIONS ON WARRANTY AND LIABILITY

NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF CHARGEPOINT. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. CHARGEPOINT 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 CHARGEPOINT 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.

CHARGEPOINT 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 CHARGING STATIONS, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO THE CHARGING STATIONS WILL NOT EXCEED THE PRICE YOU PAID FOR THE CHARGING STATIONS. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT 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 CHARGEPOINT 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 CHARGEPOINT.