



## LIMITED WARRANTY

### **Blink Wall Mount Electric Vehicle Supply Equipment (EVSE)**

**Models: WE-30 & WE-48**

#### **WHO THE LIMITED WARRANTY COVERS:**

This limited warranty applies solely to the original purchaser of the WE-30 & WE-48.

#### **WHAT THE LIMITED WARRANTY COVERS:**

ECotality North America (the "Company") warrants that, during the limited warranty period, the WE-30 & WE-48 hardware and embedded software will be free from defects in materials and workmanship.

#### **WHAT THE LIMITED WARRANTY DOES NOT COVER:**

The limited warranty does not cover damage due to external causes including accident, abuse, vandalism, flood, fire, misuse, problems with electrical power to the PE30 & PE-48, servicing not authorized by the Company, usage not in accordance with product instructions, failure to perform required preventive maintenance, problems caused by use of parts and components not supplied by the Company, and acts of God. This limited warranty does not extend to units from which the serial number has been removed or altered, or unit modifications made by unauthorized personnel. The limited warranty does not apply to embedded software that (1) has been altered or modified in any way without Company's authorization; (2) has problems resulting from interaction with software, firmware or hardware not supplied or supported by Company; or (3) has problems caused by improper or inadequate maintenance not authorized by Company.

#### **WHAT PERIOD DOES THE LIMITED WARRANTY COVER:**

The limited warranty is for a period of two (2) years from the date of shipping from the Company. If the Company repairs or replaces the WE-30 & WE-48, the term of the limited warranty is not extended. When the warranty on the original product or part expires, the warranty on the replacement product or part also expires.

#### **WHAT THE COMPANY WILL DO TO CORRECT THE PROBLEM:**

During the first 90 days of the term of this limited warranty, the Company will provide on-site service. During the remaining term of this limited warranty, any unit requiring repair or replacement must be returned to the Company for service as described below.

On-Site Service During the First 90 Days of the Limited Warranty Period. To request limited warranty service, you must contact the Company's Maintenance Hotline at 1-888-988-BLINK. If, during the first 90 days of the limited warranty period, on-site limited warranty service is required, the Company will arrange for a technician to call no later than the next business day after your call to the Maintenance Hotline to setup an agreed-upon time for onsite service. During the first 90 days of the limited warranty period, defective units will be repaired or replaced, at the Company's option, by the Company's technician at no charge for parts or labor.

If the Company's technician determines that the problem with the WE-30 & WE-48 is not covered by this limited warranty, you will be charged for the technician's travel expenses and labor costs at the then-current hourly rate for the technician's services (labor costs to be determined based on round-trip actual time elapsed) and any overtime charges, as appropriate.

Service During the Remaining Term of the Limited Warranty. After the first 90 days of the Limited Warranty Period, you will be responsible for all labor and shipping costs (including applicable taxes, if any). You must contact the Company's Maintenance Hotline at 1-888-988-BLINK for warranty service. A warranty technician will determine if the unit qualifies for limited warranty repairs. Once the determination is made that the unit is defective in material or workmanship, the Company will issue you a Returned Material Authorization (RMA) Number. *The Company will not service any unit or part sent to the Company without an RMA Number.* After you have received an RMA Number, you must ship the defective unit or portion thereof to the Company at 430 S. 2<sup>nd</sup> Avenue, Phoenix Arizona, 85003 Attention: Warranty Service, with the RMA number clearly marked on the outside of the shipment. You are responsible for shipping the unit, freight prepaid, and for insuring the shipment and accepting the risk of loss or damage during shipment. After Company receives the unit, the Company will determine what parts, component or components have failed. Defective parts will be replaced with "new" or "reconditioned to new" parts, at the Company's discretion, within 5 business days. If the unit has failed due to any cause that the limited warranty does not cover, the owner will be

informed of the cost of repairs before any repairs will be performed. Upon completion of said repairs, or if no repairs are authorized, the unit will be returned by regular ground shipping, freight prepaid and charged. If you desire expedited shipping, you must request such from the Company and you will be responsible for prepaying the cost of such expedited shipping.

The Company will not provide a technician to remove the unit for repair or re-install the WE-30 & WE-48 unless specifically requested. If field services are requested for removal or re-installation of the unit, a service labor estimate will be provided at the time of request and hourly rates applicable to the service will be detailed. Payment must be made at the time of service.

**Software Warranty.** During the Limited Warranty Period, Company will provide technical assistance by telephone to resolve issues that prevent the unit's embedded software from substantially conforming to published specifications. Technical assistance shall consist of: assistance in resolving documentation, installation, configuration, and usability issues; diagnosing problems and providing workarounds or fixes for known problems; diagnosing operation issues and providing workarounds, if possible; diagnosing product defects and providing temporary fixes or workarounds, if possible; and characterizing newly discovered defects, initiating corrective action, and distributing the correction when available. All software warranty service, updates and fixes require a hard-wired or wireless Internet connection to the unit, which you must provide at your own cost.

**Software Updates.** During the Limited Warranty Period, the Company may distribute software updates and fixes as Company may develop for general release at its sole discretion. Software updates will be delivered directly to the unit via hard-wired or wireless Internet connection, which you must provide at your own cost. Substantially new software/firmware releases, as identified by Company, are expressly excluded from this update process.

**LIMITATIONS ON IMPLIED WARRANTIES:**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). THE COMPANY'S RESPONSIBILITY FOR DEFECTS IN MATERIALS AND WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. EXCEPT AS SPECIFICALLY DESCRIBED ABOVE, THE UNIT IS PROVIDED "AS IS" AND ALL EXPRESS AND IMPLIED WARRANTIES FOR THE WE-30 & WE-48 HARDWARE AND EMBEDDED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE WITH ENJOYMENT, AND AGAINST INFRINGEMENT, AS WELL AS IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE ARE EXPRESSLY DISCLAIMED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF THE UNIT DUE TO INTERNET CONNECTION PROBLEMS.

**LIMITATIONS ON DAMAGE:**

THE COMPANY'S RESPONSIBILITY UNDER THIS, OR ANY OTHER WARRANTY, IMPLIED OR EXPRESSED, IS LIMITED TO REPAIR OR REPLACEMENT, AS SET FORTH IN THIS LIMITED WARRANTY. THE COMPANY DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR THE WE-30 & WE-48 NOT BEING AVAILABLE FOR USE. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE TO REAL PROPERTY OR PERSONAL PROPERTY OR DAMAGES CAUSED BY LOST OPERATIONS, CUSTOMERS, REVENUE OR PROFITS, WHETHER CAUSED BY INSTALLATION OR OPERATION OF THE UNITS. COMPANY SHALL NOT BE LIABLE FOR ANY PUNITIVE DAMAGES, LOST PROFITS, OR LOST REVENUE ARISING FROM OR IN CONNECTION WITH THE UNITS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER COMPANY IS ADVISED OR HAD OTHER REASON TO KNOW, OR IN FACT DID KNOW, OF THE POSSIBILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU.

**INFORMATION ON STATE LAWS:**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

**Governing Law; Jurisdiction and Venue.** This Limited Warranty shall be governed by and construed under Arizona law and applicable United States federal law, without reference to "conflict of laws" principles or provisions. Jurisdiction and venue of any litigation between the parties shall lie exclusively in the state and federal courts located in Maricopa County, Arizona.