

5 Year Warranty Statement for ATESS EV AC Chargers 3 Year Warranty Statement for DC

Authorized Warranty Installer (valid from 01. July.2020)

1. Warranted Products

This 5 Year limited warranty shall only apply to EV Chargers AC only installation up to 300kW installed and provided by an Authorized 5 Year Warranty Installer. This 3 Year limited warranty shall only apply to EV Chargers DC only installation provided by an Authorized 3 Year Warranty Installer. These warranty terms are only applicable to UK consumers only for the ATESS EV chargers, bought through the authorized repair and installation partner

2. 5 Year Limited Warranty

A. 5 years Limited Product Warranty (up to 3 Years) 3 Years DC product range.

ATESS warrants its EV chargers, known as 'ATESS Products' here after including factory-assembled charger sockets, charger plug and cables, if any, to be free from defect in materials and workmanship which would impact the functionality of the product under normal application, installation, use and service conditions.

The duration of this limited warranty is for life from the date of delivery in the original packing to the first customer (CUSTOMER) of the ATESS products, or latest 6 months after manufacturing date, the earlier time between the two.

Claims under the warranty can only be accepted if the buyer can provide the proof that the malfunctioning or non-conformity of ATESS Products results exclusively from defects in materials and/or workmanship under normal application, installation, and use and service conditions. If an ATESS Product fails to conform to this warranty, ATESS will, at its option, either repair or replace the product. If a like for like replacement is not available and upgrade may be offered at an additional customer cost.

A.1 Product warranty within / up to 3 years

If, within a period of three (3) years, the costs belonging as below:

Items	Spare parts	International Transportation	On-site service (if needed)	Other cost
Cost belonging	ATESS	ATESS	ATESS	Installer/User

A.2 Product warranty from year 3 to 5

If, after a period of three (3) year, the costs belonging as below:

Items	Spare parts	International Transportation	On-site service (if needed)	Other cost
Cost belonging	ATESS	Installer/User	Installer/User	Installer/User

3. Exclusions and Limitations

The aforementioned "Limited Warranty" does not apply to any ATESS Products which have been subjected to:

- A. If the direct customers who has obtained the ATESS Products from ATESS or its distributor failed to pay the ATESS Products according to the purchase price, ATESS is entitled to reject the claim under this warranty based on this provision.
- B. Cosmetic change in appearance stemming from the normal wear and tear over time of product materials, for example the out casing, charger sockets, charger plug, cables and so on.
- C. Installation on mobile or in a marine environment, or extreme thermal environment, damage caused by ammonia, high air pollution, acid rain or any other abnormal environment that beyond ATESS's control.

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- D. Misuse, abuse, neglect or accident, alteration, improper installation, or application, Improper or unauthorized repair or modifications, power failure surges, lightning, flood, fire, accidental breakage or other events outside ATESS's control.
- E. Service or installation by unapproved technicians who are not qualified under the relevant law or made illegible regulations at the place of installation.
- F. Installation by none approved company or person
- G. ATESS Products for which the nameplates or serial number have been altered, removed or made illegible.
- H. ATESS Products which have been moved from their original installation location without the express written approval of ATESS.
- I. Defective components in the construction on which the ATESS Products are mounted.
- J. Wi-Fi connectivity, internet connectivity or APP connectivity is not covered or any associated connectivity issues
- K. The Warranty is nontransferable.
- L. Any subsequent costs or losses associated with the ATESS EV charge point.
- M. Future proofing new Electric Vehicle software compatibility.

4. General Conditions for Warranty Claims

- A. The direct customers who have obtained the ATESS Products shall register the ATESS Products and upload the information within 30 days from the date of receiving the ATESS Products. If the customers fail to register the product before the deadline, the Limited Product Warranty will remain at 3 years. The warranty registration can be done either through the APP or via the website.
- B. The direct customer shall notify the warranty claims to Authorized 5 Year Warranty Installer or its Distributor within 1 week via email only after becoming aware of the circumstances which constitute a warranty case. The report shall include the following information:
 - 1. Name and address of the END CUSTOMER
 - 2. Name and address of the INSTALLER or SELLER
 - 3. A copy of the purchase agreement or installation agreement
 - 4. Module type and serial number of the respective ATESS Products
 - 5. Address of the place of installation of the respective ATESS Products
 - 6. A short description of the problem at hand as well as a short description of the tests which may have already been performed as well as their results.
 - 7. Regarding any defect or fault, where possible, pictures and videos of the effected ATESS products clearly showing the problem or fault.
- C. Any repaired or replaced ATESS Products provided by ATESS under a warranty claim, shall be covered by the same Limited Warranty and terms as the first ATESS Products purchased.
- D. No warranty periods or terms shall be extended because of a warranty claim or remedy.
- E. The Limited Warranty does not cover any transportation costs for return of the defective ATESS Products or for reshipment of any repaired or replaced ATESS Products or costs associated with installation, removal or re-installation of repaired, replacement or additional ATESS Products.

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- F. The Limited Warranty does not cover any other costs, loss of use, loss of profits, and loss of production, loss of revenues associated with performance or non-performance of defective ATESS Products.
- G. If the authorized partner should cease to trade the warranty reverts to ATESS standard UK warranty which can be viewed online at www.atesspower.com. The warranty is only valid through a valid Authorized 5 Year Warranty Installer directly. ATESS will not cover any product unless it goes through an Authorized 5 Year Warranty Installer. ATESS Warranty is with and for the Authorized 5 Year warranty installer. This product is covered by authorized partner.
- H. 5 Year Warranty only applies to products installed by an Authorized 5 Year Warranty Installer.
- I. An upgrade may be offered at an additional cost should the product or the components be unavailable at an additional cost.
- J. Refurbished or factory reconditioned products may be used in part exchange.
- K. No responsibility will be taken by ATESS for fluctuations in voltage supplied from the National Grid that may affect performance and may cause the EV charger to fail or fault.
- L. An approved installation or technical partner must be used, none approved third party invalidate this warranty in full.
- M. A call out costs and labor charges will be applicable in all cases.
- N. The EV charger must be accessible by ATESS and the consumer to read any faults.
- O. The EV charger must be online and have latest firmware, and make sure the authorized installer can diagnosis potential faults and settings remotely or further labor costs will be required.
- P. Replacement product for warranty claims can only be honored through an Authorized 5 Year Warranty Installer; in this case ATESS has the right to terminate claims over and above its standard terms and conditions if claims do not come through Authorized 5 Year Warranty Installer Ltd.

5. Dispute regarding a material defect or a reduced power

In case of a dispute regarding the existence of a material defect or reduced power in a warranty claim, ATESS will accept the judgment of an accredited testing institute (which is to be selected by ATESS in advance.) The cost and expenses for the testing shall remain with the Buyer if it is found to be good performance.

6. Force Majeure

ATESS shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, epidemic, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

7. Validity

This Limited Warranty shall apply to ATESS Products (s) manufactured after 1st of Jan 2020. This Limited Warranty shall be valid until a new revision is issued by ATESS and is subject to change without prior notice.

8. Others

EV charger spare parts and service costs are assessed each year, subject to the latest prices.

ATESS reserves the right to interpret other unmentioned matters.

9. Contact

In the first instance please contact your installer or failing this please contact Project EV <https://www.projectev.co.uk/>