

PHASE EV™ Level 2 Commercial Charging Station Limited Warranty



LEDVANCE LLC and LEDVANCE Ltd. / Ltée (LEDVANCE) is pleased to provide a limited warranty for the products listed below that are primarily used in **industrial or commercial** applications. (For the use in US AND CANADA)
Subject to change without notice

LEDVANCE warrants the PHASE EV™ Level 2 Commercial Charging Station (collectively, the "Product") to be free from defects in materials and workmanship for a period of five (5) years from the date of shipment to the Purchaser ("Warranty Period") when used as directed and subject to the Terms and Conditions herein. If shipment date is unverifiable, the date code of the product plus three (3) months shall be used to determine shipment date. This limited warranty is extended by LEDVANCE to the original end-user at the original installed location only.

Models	Warranty Period
EVC48ALVL2C1XX	5 Year (60 months)

If the Product fails to operate during the applicable Warranty Period due to a manufacturing defect, LEDVANCE will, at its sole option, replace or repair the Product or key components at no charge or grant the original purchaser a credit towards Product replacement. Key components can include display screen and SAE J1772 connector with cable. If LEDVANCE grants a replacement and Product is not available, a comparable product will be provided. LEDVANCE will not be responsible for labor or transportation costs for removal, return or installation.

TERMS AND CONDITIONS

This warranty only applies when the Product is properly wired and installed in accordance with the instructions contained in the product installation guide and in applicable Product Information Bulletin. The warranty excludes defects resulting from theft, acts of nature, accidents, abuse, fire, vandalism, or civil disturbances. This warranty excludes defects or damage caused by any primary side (line voltage) power source problems including, but not limited to, unregulated power, short circuits or lightning induced power surges, under/over voltage/current conditions, operating outside specified temperature range, or storing the Product outside the specified temperature range. This warranty does not apply to any abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC) and the Standards for Safety of Underwriters Laboratory, Inc. (UL). This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including but not limited to:

- Exceeding the maximum ambient operating temperatures specified in the Product Information Bulletin and or Cut Sheet published on our website.
- Using or storing the product outside the specified temperature range in the Product Information Bulletin and or Cut Sheet.
- Harm, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from a vehicle or other object) or misuse, or use of the Products other than as specified in the relevant documentation.
- Improper site preparation, maintenance, or installation.
- Normal cosmetic or superficial damage, normal aging, scratches, stains, dents, or exterior fading. The paint finish on the Product is not covered by this Warranty.
- Accident, fire or exposure to any other hazard (including extreme electromagnetic field or any acts of nature such as earthquakes, tornadoes, floods, biological infestations, lightning, etc.)
- Use of the Product with software or parts not provided, approved, or specified by LEDVANCE.
- Any other causes beyond the control of LEDVANCE.

This warranty does not cover any repair, alteration, modification or reinstallation of the Product.

A warranty claim can be reported online at www.ledvanceUS.com/warranty or by contacting either LEDVANCE's National Customer Service & Sales Center at 1-800-654-0089 Fax: 866-632-9674 or a designated LEDVANCE sales representative.

If deemed necessary by LEDVANCE under the terms of this warranty, Purchaser will receive a Return Material Authorization ("RMA") number, and shall promptly return the Product to the address provided on the RMA as directed by LEDVANCE at the Purchaser's expense. The RMA must be included on both the packing slip of the Product or Product component being returned and on the outside of the box. FAILURE TO FOLLOW THIS PROCEDURE SHALL VOID THE WARRANTY. IF REPLACEMENT PRODUCT IS PROVIDED UPFRONT FREE OF CHARGE AND THE ORIGINAL PRODUCT IS NOT RETURNED OR THE RETURNED PRODUCT IS NOT COVERED BY THE TERMS OF THE WARRANTY, THE ORIGINAL PURCHASER WILL BE CHARGED FOR THE REPLACEMENT PRODUCT AT THE THEN CURRENT PRICE PLUS SHIPPING COSTS. Replacement Product provided will be warranted for the remainder of the original Warranty Period.

If upon examination of the Product, LEDVANCE determines the root cause of failure to be due to a defect in materials or workmanship, LEDVANCE will provide the appropriate remedy as set forth above. LEDVANCE reserves the right to (i) examine all Product to determine the cause of failure and (ii) be the sole judge as to whether a Product is defective and covered under this warranty.

LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF PURCHASER AND THE SOLE LIABILITY OF LEDVANCE FOR THE PRODUCT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED. IN NO EVENT SHALL LEDVANCE BE LIABLE FOR ANY OTHER COSTS OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION. IN NO EVENT SHALL LEDVANCE'S TOTAL LIABILITY FOR ANY REASON HEREUNDER EXCEED THE PRICE PAID BY PURCHASER FOR THE PRODUCT PURCHASED.