

# Extended Warranty Terms and Conditions

## EVSE Residential and Commercial EXTENDED WARRANTY

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER LAW.

### 1. The Plan

- 1.1. This is a legal contract (the “**Plan**”). By purchasing it, you understand and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. You must retain your purchase receipt (“**Receipt**”), which contains information about the term of the Plan, the purchase price of the Plan (“**Purchase Price**”), and the covered goods (“**Covered Equipment**”). This Plan (including its terms, conditions, limitations, exceptions, and exclusions) and the Receipt constitute the entire agreement, and no representation, promise, or condition not contained herein shall modify these terms. This is not a contract of insurance.
- 1.2. Definitions. “We,” “Us,” and “Our” mean Hwisel Soft Inc. (Canadian customers) or Hwisel LLC (United States of America customers) herein referred to as Hwisel. “You” and “Your” mean the individual who purchased this Plan or the individual to whom this Plan was properly transferred.
- 1.3. A copy of this Plan can be found at [www.hwisel.com](http://www.hwisel.com)

### 2. Plan term and renewal

- 2.1. The term of the Plan (“**Term**”) is set out in Your Receipt.
- 2.2. This Plan is not renewable.

### 3. What is covered?

- 3.1. This Plan covers the cost of parts and labor to repair the Covered Equipment in the event the Covered Equipment experiences a mechanical or electrical breakdown due to mechanical or electrical defects during the Term, which is not excluded under Section 4. If we determine we cannot service the Covered Equipment as specified in this Plan, we may, at our discretion, (a) replace the Covered Equipment with a replacement product or (b) issue you a reimbursement in the amount of the purchase price paid for the Covered Equipment, including the taxes indicated on the sales receipt.
- 3.2. Replacement parts will be new or refurbished at our sole discretion. This Plan covers all shipping charges to authorized service centers during the Term. We will also pay for shipping and handling fees to return the repaired or replacement product to you.
- 3.3. OUR TOTAL LIABILITY UNDER THIS PLAN RELATING TO ALL CLAIMS THAT YOU MAKE PURSUANT TO THIS PLAN SHALL NOT EXCEED THE PURCHASE PRICE OF THE COVERED EQUIPMENT.

### 4. What is not covered?

- 4.1. The Plan does not apply to any damage, defect, or failure caused by:
  - 4.1.1. Any part of the Equipment having been modified, adapted, repaired, or maintained by any person other than a person or persons authorized in writing by Hwisel to do so;
  - 4.1.2. Storage or environmental conditions where the Equipment is located which are generally unsafe for the Equipment and/or do not conform to the specifications applicable to the Equipment;

- 4.1.3. Failure to conform to any instructions or operating guidelines regarding the Equipment;
- 4.1.4. External causes, including but not limited to accidents, electrical stress or lightning, extreme electromagnetic field, extreme power surge or use with incompatible materials, parts, or equipment;
- 4.1.5. Cosmetic damage, vandalism, or physical damage caused by negligence, including being struck by a vehicle;
- 4.1.6. Improper site preparation, maintenance, drawings, or data supplied by You;
- 4.1.7. Modification, mishandling, abuse, or misuse; or
- 4.1.8. Normal wear and tear;
- 4.1.9. Failure to conduct preventative maintenance;
- 4.1.10. Replacement or repair to Covered Equipment owned by someone other than You, unless the Plan was properly transferred to a new owner;
- 4.1.11. To repair damages caused by fire, earthquake, or Force Majeure or act of God.

**4.2. Furthermore, this Plan does not cover:**

- 4.2.1. CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING LOSS OF USE OF THE COVERED EQUIPMENT, LOSS OF BUSINESS OR DOWNTIME, PROPERTY DAMAGE, OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.
- 4.2.2. Liability for bodily injury, death, or property damage arising out of the use, operation, or maintenance of the Covered Equipment;
- 4.2.3. The cost of government permits or licensing for reinstallation;
- 4.2.4. There is no coverage if we determine in good faith that Covered Equipment is not damaged (for example, issues that are not product failures, such as poor WiFi or cell signal reception).

**5. How to request service**

- 5.1. To request service, You are required to call Hwisel's Tech Support service line. The Tech Support team will assist in determining whether the issue can be resolved remotely;
- 5.2. The Tech Support representative will issue a Return Merchandise Authorization (RMA) that authorizes the customer to return the product if required;
- 5.3. We may dispatch a technician to your site to make the repair;
- 5.4. If we can't make the repair, You will be responsible for removing and shipping the unit to our service center;
- 5.5. Upon receipt and verification that the issue is covered by warranty, the service center will repair or ship a replacement unit;
- 5.6. You will be responsible for reinstalling the unit and place back in service.

**6. Transfer**

- 6.1. This Plan may be transferred to a subsequent owner of the Product at no additional charge. To transfer call 800-775-5759. You should forward all Plan documents, including the Receipt and all service receipts, to the subsequent owner. We may request such documentation to support future claims processing.

**7. Cancellation**

- 7.1. **Cancellation by You.** You may cancel this Plan at any time for any reason by calling 800-775-5759;

**7.1.1.** If You cancel this Plan within 20 days after Your purchase, You will receive a full refund of the Purchase Price.

**7.1.2.** If You cancel this Plan after the first 21 days from Your purchase, You will receive a pro-rata refund of the Purchase Price based on the time remaining on the Plan, subject to reasonable administrative fees Hwisel may deduct.

**7.1.3.** We will pay the applicable refund within 30 days of Your cancellation.

**7.2. Cancellation by US.** Hwisel may cancel this Plan for any reason by notifying You in writing at the address indicated on the Receipt at least 60 days prior to the effective date of cancellation. The notice will state the effective date and reason for cancellation. If We cancel this Plan, You will receive a pro-rata refund of the Purchase Price based on the time remaining on the Plan. We will pay the applicable refund within 30 days of cancellation.

**7.2.1.** Hwisel may cancel the Plan for any reason, including but not limited to (i) fraud or misrepresentation; (ii) nonpayment or failure of payment method; (iii) improper transfer.

## **8. Limitation of liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HWISEL AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM HWISEL'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF HWISEL AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. HWISEL SPECIFICALLY DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, HWISEL'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. General terms**

**9.1.** Hwisel may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to You in doing so.

**9.2.** Hwisel is not responsible for any failures or delays in performing under the Plan that are due to events outside of Hwisel's reasonable control.

**9.3.** You agree that any information or data disclosed to Us under this Plan is not confidential or proprietary to You. Furthermore, you agree that Hwisel may collect and process data on Your behalf when it provides service. This may include transferring Your data to affiliated companies or service providers.