

Limited Warranty

Limited Warranty for ChargePoint Home Electric Vehicle Charging Station

Our Promise

This Limited Warranty for ChargePoint Home Electric Vehicle Charging Station (“Warranty”) applies to you, the original purchaser of a new CHARGEPOINT HOME Charging Station (the “Charging Station”) from CHARGEPOINT solely for use by you at your residence. This warranty is not transferrable and is valid for purchasers located in the U.S.A. and Canada only.

LIMITED THREE-YEAR PARTS EXCHANGE WARRANTY: Subject to the exclusions from Warranty coverage set forth below, CHARGEPOINT warrants that, when used under normal operating conditions, your Charging Station will be free from any defects in materials or workmanship for a period (the “Warranty Period”) of three (3) years from the date of original purchase. 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 Station. 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 reinstalling the repaired or replacement Charging Station.

Follow These Easy Steps to Obtain Warranty Service

1. If at any time during the term of your Warranty you believe you have a defective Charging Station, contact Customer Service at 1.888.758.4389 or support@chargepoint.com and request a Return Material Authorization (“RMA”) number from ChargePoint.
2. 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; and
 - d. Shipping information.
3. 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 Station for repair or replacement.
4. Ship the defective Charging Station 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.
5. If your Charging Station is covered by your Warranty, CHARGEPOINT will either repair or replace the defective Charging Station at no charge to you and ship the repaired or replaced Charging Station back to you at CHARGEPOINT’s expense.

Important

1. You are responsible for the proper installation and maintenance of the Charging Station including the un-installing of any defective Charging Station and the installation of the repaired or replacement Charging Station 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. Any Charging Station that is found by CHARGEPOINT to be out-of-warranty or otherwise ineligible for warranty service will be returned, repaired or replaced upon your 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 Station 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 Station, whichever is later. Should CHARGEPOINT be unable to repair or replace your Charging Station, CHARGEPOINT will refund the purchase price of the Charging Station to you.

Exclusions from Limited Product 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 Station in a way other than as specified in the applicable CHARGEPOINT documentation.
 - Damage to the Charging Station caused by software, interfacing, parts, supplies or any other product 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 Station shall not apply if the original identification markings (for example, serial numbers and trademarks) have been defaced, altered or removed or if the Charging Station is used or installed for any purpose other than for use at a single family residence.

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 STATION, 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 STATION WILL NOT EXCEED THE PRICE YOU PAID FOR THE CHARGING STATION. 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.