
GENERAL TERMS OF WARRANTY

1. Applicable Products

These Terms of Warranty apply:

- To the following IES charging solutions: WB-24kW DC standard CCS2 & CHAdeMO + Type2 AC 22Kw) + STA-24kW DC standard CCS2 & CHAdeMO + Type2 AC 22Kw + STA-50kW eBus standard CCS2, hereafter “Chargers”, their integrated accessories (excluding charging cables), hereafter “Accessories”
- Charging cables, hereafter “Cables”

By making use of (the rights and remedies stipulated by) these Terms of Warranty, the warranty holder (owner of the Charger, Cables or Accessories) or a third party acting on behalf of the warranty holder hereby commits to complying with said Terms of Warranty.

2. Warranty policy for the applicable products

- a. The **STANDARD Charger** warranty covers the equipment and manpower required for repairs at the IES repair workshop or, at the sole discretion of IES, onsite, as well as the transport for returning items to the charger site.
Have a look at [Table 1](#) for more details.
The warranty lasts for 24 months from the date on which the product is delivered by IES or from the date on which it is commissioned with a maximum duration of 26 months.
- b. The **FULL MAINTENANCE Charger** warranty covers the equipment, manpower and travel required for onsite repairs.
Have a look at [Table 1](#) for more details.
The warranty lasts for 48 months from the date on which the product is delivered by IES or from the date on which it is commissioned with a maximum duration of 50 months.
- c. The **STANDARD Cable** warranty covers the equipment, manpower and travel costs required for onsite repairs to Chargers for a duration of 12 months from the date on which the product is delivered by IES or from the date on which it is commissioned with a maximum duration of 14 months.

3. Countries covered

- a. The **STANDARD** warranty

The **STANDARD** warranty for Chargers, Accessories and Cables is applicable to all countries.

- b. The **FULL MAINTENANCE** warranty

The **FULL MAINTENANCE** warranty for Chargers is applicable to the following countries:
Canada, China, the United States and mainland France.

4. Warranty claims

All warranty claims must be made following the procedure described below:

- IES Call Centre for France, tel.: +33 (0) 411 803701
- Via online support messaging: support@ies-synergy.com

Mandatory information to be provided:

- Product model
- Charger series number
- Description of the issue and, where applicable, the error code displayed on the product
- CCU Manager Logs + Monitoring
- The identifying information and contact details (name, email, telephone number and full address) of the person who is requesting support and can be contacted at the installation site
- The installation site

If this procedure is not followed or that inaccurate or incomplete information is provided, IES shall not process the claim. IES shall invoice for all expenses incurred by inspecting and transporting the returned product (or product inspected on site, if applicable) if no fault exists on inspection by IES.

5. Processing of claims

Claims are processed using one of the following procedures at the sole discretion of IES:

- Remote repair
- Onsite repair
- Return and repair
- Replacement by a reconditioned product

The above warranty is exclusive and replaces all other quality and performance warranties, regardless of whether these are written, verbal or implicit; all other warranties, including all implicit merchantability warranties or warranties implying suitability for a specific use, are excluded by IES with this warranty.

The processing of claims is subject to the conditions set out in [Chapter 7](#) (warranty disclaimer) below.

All warranty actions carried out by the warranty holder or a third party acting on behalf of the warranty holder shall be validated and potentially indemnified at the sole discretion of IES.

The warranty holder shall have to document each warranty claim, including the mandatory information to be provided described in [Chapter 4](#), and an action report signed by the end client. The format for warranty claims is at the sole discretion of IES and shall be communicated by the IES Call Centre for France.

6. Onsite support

In the case of onsite support, as decided by IES, the qualified engineer shall be selected by IES. For this type of support, the warranty holder is obligated to guarantee (and liable for guaranteeing) access to the system and ensuring the availability of the Charger. The warranty holder must also ensure that the site and working environment are equipped according to appropriate health and safety requirements as stipulated by law. The qualified engineer commissioned by IES may refuse to carry out an action if the conditions described in health and safety regulations are not fulfilled. If the above conditions are not fulfilled, IES shall invoice the warranty holder for all expenses, including but not limited to, the expenses incurred with respect to the qualified engineer who was unable to access the site and/or the product.

7. Warranty disclaimer

Warranty claims are excluded in the following cases:

- Expiration of the warranty period
- Mechanical damages sustained during transport of the defective unit when the product was transported under the liability of a third party
- Any modifications made to the product, which were not authorised by IES
- Incorrect installation or commissioning
- Inappropriate use of the product
- External event (power surge, malfunctioning of other components in the electrical installation leading to a product fault, etc.)
- Non-compliance with the product documentation (product manual, installation instructions and remedial maintenance)
- Force majeure, including but not limited to, lightning, excess current, natural disasters and fire
- External agents, including acid rain, salt, vandalism or other pollutants
- Failure to (correctly) apply safety rules
- Use in connection with unauthorised equipment, products or materials in accordance with the IES documentation
- Given the rate at which the technology is being developed, it may be the case that the replacement unit or the new device available at the point at which the claim is made is not compatible with the installed system. The warranty does not cover the expenses and/or the costs incurred for configuring, updating or adjusting the electrical installation to enable installation of the product. Unless otherwise agreed, IES shall not provide any financial compensation, including but not limited to, compensation for any service not provided to users by the system during any support activities and remedial maintenance.
- Spare parts for preventative maintenance and consumables are not covered by the warranty (protective devices against excess current, fuses, etc.).

8. Legal aspects

The warranty constitutes an agreement on the terms and conditions of warranty concluded between IES and the warranty holder (the legal owner of the IES Charger and/or Cables). As a result, a claim made by a third party shall not be able to be accepted as a warranty claim unless the warranty holder expressly authorises this third party to act in their name and on their behalf. The third party must provide IES with proof of this authorisation. This factory warranty is provided by IES free of charge and does not prejudice the Charger conditions of sale in any way whatsoever, including any warranty provided by a third entity from which the product was purchased. These Terms of Warranty replace all terms that were previously in force. These factory Terms of Warranty are governed by French law. All litigation relating to the validity, interpretation and enforcement of this document falls under the exclusive competence of the Montpellier High Court (France). The obligations under the IES warranty are strictly defined in this document. IES shall not be obligated to indemnify the warranty holder or a third party acting on behalf of the warranty holder for lost profits and/or any indirect and/or resulting damage. In particular, by way of a non-exhaustive example, IES shall not be obligated to indemnify against damages relating to a loss of business, earnings or a contract, or against damages resulting from a lack of efficiency during the work carried out.

9. GDPR

If the warranty holder or a third party acting on behalf of the warranty holder discloses any personal data to IES, IES must comply with all the laws and regulations governing data protection. IES must take appropriate physical, technical and organisational measures to guarantee a level of personal data security that is in line with the respective risk and the ability to ensure the confidentiality, integrity, availability and continued resilience of the processing systems and services. IES confirms that it will not withhold or delay its consent to any amendment of this clause that, in the reasonable opinion of the warranty holder or the third party acting on behalf of the warranty holder, must be made in order to comply with the laws and regulations governing data protection and/or guidelines and advice from any competent supervisory bodies, and that it will implement such changes at no additional cost to the warranty holder or to the third party acting on behalf of the warranty holder.

10. Ethics

IES has prepared a Code of Good Conduct entitled “Our Commitments”, which is available on the IES website <https://www.ies-synergy/nos-engagements>. All relations with IES and its personnel must comply with this.



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Table 1: Details of the Terms of Warranty and definition

Name	STANDARD warranty	FULL MAINTENANCE warranty	Cable warranty
Duration (years)	2	4	1
Extended duration (total number of years) Must be purchased 6 months after purchasing the Charger at the latest	5	5	No extension
Repair costs (parts and manpower) at the IES repairs centre	Included	Included	Included
Costs for assembly/reassembly of the Charger onsite (in the case of a return of the Charger)	Not included	Not included	Not included
Transport costs for returning the defective Charger (to the site indicated by IES)	Not included	Included	Not included
Costs for sending the repaired (or replaced) Charger to the customer	Included	Included	Included
Repair costs (parts and manpower) onsite	Not included	Included	Not included
Cost of travel to the site (see list of countries in Paragraph 3)	Not included	Included	Not included
Setting up the replacement product	Not included	Included	Not included
Repair of the Charger following acceptance of the claim, subject to availability of equipment and receipt of the Charger at the IES repairs centre	20 working days	10 working days	Not included
Country eligibility	All the countries	See the list of countries in Paragraph 3	All the countries
Telephone support (diagnostics and repairs)	Included	Included	Included
Telephone support (commissioning and configuration)	Not included	Included	Not included
Training (commissioning, use and maintenance)	Not included	Not included	Not included



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Table 2: Details of the Terms of Warranty for software and firmware

Name	<i>STANDARD</i> warranty	<i>FULL MAINTENANCE</i> warranty	Billable	Intellectual property
Remedial maintenance - standard software	Included	Included	No	IES
Remedial maintenance - standard firmware	Included	Included	No	IES
Remedial maintenance - custom software	Not included	Not included	Yes	IES
Upgrade - new functionality	Not included	Included (minor)	Yes (major)	IES
Upgrade - MMI	Included	Included	No	IES
Upgrade - OCPP	Included (minor)	Included (minor)	Yes (major)	IES
Upgrade - charging protocol	Included (minor)	Included (minor)	Yes (major)	IES