

Terra Energy Services by ACDI
Residential Limited Product Warranty
(effective June 20, 2022)

1. WARRANTY

This Residential Limited Product Warranty (this “**WARRANTY**”) applies to the Terra Energy Services (TES) 40 Series EV Home Charger (the “**CHARGER**”) purchased from Terra Energy Services (“**TERRA**” “**TES**”) for use at a single-family residence by you or by the person who received the Charger from you (“**You**”). The Charger is solely for use by You at a single-family residence . This Warranty does not apply to Chargers that are used in any manner other than by You at your place of residence.

Where referenced in this Warranty, the “**TERRA ENERGY SERVICES DOCUMENTATION**” shall refer collectively to the Installation and User Guide (the “**USER GUIDE**”) and this Warranty.

Subject to the exclusions set forth below, Terra Energy Services warrants that the Charger will be free from defects in materials and/or workmanship for a period of three (3) years from the date the Charger is registered by You with Terra Energy Services (the “**WARRANTY PERIOD**”). If, during the Warranty Period, Your Charger becomes defective while under Warranty and none of the exclusions from Warranty set forth below apply, then upon verification of such claim, TERRA ENERGY SERVICES will repair or replace the Charger. Any damage excluded from this Warranty may be repaired by Terra Energy Services at Your request and at Your expense. This Warranty covers parts and factory labor necessary to repair Your Charger but does not include any on-site labor costs related to un-installing or reinstalling the repaired or replacement Charger.

2. EXCLUSIONS FROM WARRANTY

This Warranty does not apply to defect(s) resulting from any of the following:

- Failure to install the Charger in accordance with the User Guide.
- Failure to use and maintain the Charger in accordance with the User Guide.
- Failure to abide by the Warnings and other requirements provided for in the User Guide.
- Alteration or modification made to the Charger without written Terra Energy Services approval.
- Installation, disassembly, or relocation of the Charger unless performed by Terra Energy Services, its authorized vendor, or by a licensed electrician pursuant to the User Guide.
- Vandalism.
- Normal wear and tear, such as scratches and dents, broken handles or normal aging.
- Abuse, damage (including, but not limited to, physical damage from being struck by a vehicle), misapplication or Charger usage beyond its intended purpose as set forth in Terra Energy Services Documentation.
- Damage resulting from accidents.
- Damage resulting from acts of nature, such as from fires, storms, floods, earthquakes, hurricanes, and tornadoes.
- Damage resulting from an extreme power surge or an extreme electromagnetic field.
- Improper site preparation maintenance or improper installation.
- Use of software, interfaces or parts not provided by Terra Energy Services.
- Other causes beyond Terra Energy Services’ control.

This Warranty shall not apply if the original identification markings (for example, serial numbers and trademarks) have been defaced, altered or removed or if the Charger is used or installed for any purpose other than for use at a single-family residence.

3. OBTAINING WARRANTY SERVICE

The following sets forth the process by which You may request warranty service:

Initiating a Warranty Claim. To receive warranty service, You must initiate a warranty claim (“**WARRANTY CLAIM**”) by providing the following information in writing to Terra Energy Services at terrasupport@acd-inc.com :

- i. A detailed description of the problems You are experiencing with the Charger;
- ii. Pictures, to the extent possible, of the errors and malfunctions of the Charger;
- iii. The serial number of the Charger, which can be found on the Charger;
- iv. A picture of the serial number of the Charger;
- v. Proof of purchase; and
- vi. Your shipping information.

Initial Determination of Warranty Claim Validity.

- vii. Once all information has been received, Terra Energy Services will review Your Warranty Claim and make an initial determination as to the validity of the Warranty Claim.
- viii. If Terra Energy Services makes an initial determination that the Warranty Claim is invalid, Terra Energy Services shall provide written notice to You of such.
- ix. If Terra Energy Services makes an initial determination that the Warranty Claim may have validity, then Terra Energy Services shall provide You with a return materials authorization number (“**RMA#**”) and direct you to ship the Charger to Terra Energy Services.
- x. The final determination of the validity of a Warranty Claim will occur after Terra Energy Services receives the Charger and conducts its analysis of the Charger (as further set forth below).

Shipping the Charger.

- i. If, and as directed by Terra Energy Services, and once You receive the RMA#, You shall at Your expense and in accordance with subpart (ii) below, ship the Charger to Terra Energy Services at:

Terra Energy Services
403 N. Main St.
Benton, AR 72015
Attn: Hardware Department
- ii. The shipment must contain: (a) the Charger at issue, in its original shipping container or in another shipping container reasonably designed to prevent damage to the Charger; (b) Your RMA#; and (c) Your proof of purchase.

Analysis of the Charger. Upon receipt of the Charger, Terra Energy Services shall perform an analysis on the Charger in light of the information provided in order to make a final determination as to whether the Warranty Claim is valid or not.

Resolution.

- i. If Terra Energy Services makes a final determination that the Warranty Claim is invalid, Terra Energy Services will, at Your option, either (1) return the Charger to You, at Your expense, or (2) provide You with a quote to repair the Charger, if applicable. A Warranty Claim will be invalid if, (a) the Charger is found not to be defective; (b) If this Warranty has expired with respect to the Charger; or (c) is otherwise determined to be ineligible for warranty service.
- ii. If Terra Energy Services makes a final determination that the Warranty Claim is valid, then at Terra Energy Services’ discretion, Terra Energy Services will, at Terra Energy Services’ expense, either (1) repair the Charger, or (2) replace the Charger, and Terra Energy Services shall ship the Charger back to You via ground transportation at its expense.

- iii. You acknowledge that a replacement Charger provided by Terra Energy Services under this Warranty may be remanufactured or reconditioned or, if the exact Charger is no longer manufactured by Terra Energy Services, a Charger with substantially similar functionality (“**REPLACEMENT STATION**”). Any Replacement Charger so furnished will be warranted for the remainder of the Warranty Period or ninety (90) days from the date of delivery of such Replacement Charger, whichever is greater.

Other.

- i. You assume the risk of any shipping related loss or damage before receipt of the Charger by Terra Energy Services.
- ii. If any parts of a Charger are replaced or a Charger is replaced, the defective parts or Charger that is replaced shall be the property of Terra Energy Services.

4. YOUR RESPONSIBILITIES

You are responsible for the proper installation and maintenance of the Charger in accordance with the Terra Energy Services Documentation, including un-installing any Charger and the installation of any repaired or replacement Charger returned to You. Any service or repairs beyond the scope of this Warranty will be performed upon Your approval at Terra Energy Services’ then prevailing labor rates and other applicable charges.

Please read carefully through the detailed descriptions of the WARRANTY, the EXCLUSIONS FROM WARRANTY, and the LIMITATIONS ON WARRANTY AND LIABILITY contained herein to assure that Your Charger is eligible for warranty service without additional cost to You.

5. THIRD PARTY PRODUCTS

The above Warranty is exclusive of products manufactured by third parties (“**THIRD-PARTY PRODUCTS**”).

6. WARRANTY LIMITATIONS

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES PROVIDED UNDER THE TERRA ENERGY SERVICES DOCUMENTATION THAT APPLY TO THE STATION, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES, OR ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF TERRA ENERGY SERVICES HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT. Some states or jurisdictions do not allow the exclusion of express or implied warranties so this exclusion may not apply to You.

IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO AGENT OF TERRA ENERGY SERVICES IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF TERRA ENERGY SERVICES. TERRA ENERGY SERVICES SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE OR SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

7. LIMITATIONS OF LIABILITY

You acknowledge and agree that the consideration which You paid to Terra Energy Services for the Charger(s) does not include any consideration by Terra Energy Services of the risk of consequential, indirect or incidental damages which may arise in connection with Your use of, or inability to use, the Charger. THUS, TERRA ENERGY SERVICES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE OR LOSS OF OTHER REAL OR PERSONAL PROPERTY, 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, THIS 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 TERRA ENERGY SERVICES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF TERRA ENERGY SERVICES FOR ALL CLAIMS WHATSOEVER RELATED TO THIS STATION WILL NOT EXCEED THE PRICE YOU PAID FOR THIS STATION. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF TERRA ENERGY SERVICES 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 this limitation or exclusion may not apply to you.

THIS RESIDENTIAL LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

8. ADDITIONAL INFORMATION.

This Warranty is not transferable and is valid for purchasers located U.S.A. and Canada only. This Warranty shall be governed by and construed in accordance with the laws of the State of Arkansas, 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 Terra Energy Services 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 Terra Energy Services.

All inquiries or claims made under this Warranty must be sent to TERRA ENERGY SERVICES' address as follows: Terra Energy Services 403 N. Main St. Benton AR 72015 Phone: 877.290.3327 - ext. 5