

A photograph of a male technician wearing a dark cap and a dark shirt, leaning over the front of a white Ford vehicle. The vehicle's hood is open, and the technician is using a tool to work on the charging port area. The scene is set outdoors during sunset or sunrise, with a bright sun creating a lens flare effect. The background shows a parking lot with other vehicles and a building.

FORD PRO CHARGING HARDWARE LIMITED WARRANTY

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Customer Support
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Charging Hardware Limited Warranty

1. Covered Products. This charging hardware limited warranty (this “Limited Warranty”) is provided by Ford Motor Company Limited (“Ford”) with respect to the following product(s) (each, a “Product”):

AC Hardware

1. Ford Pro AC Charging Station 48A
2. Ford Pro AC Charging Station 80A

DC Hardware

3. Ford Pro DC Charging Station (60kW/120kW)
4. Ford Pro DC Charging Station (180kW/240kW with and without credit card reader)
5. Ford Pro DC Charging Cabinet (180kW)
6. Ford Pro Industrial DC Dispenser (200A/300A)

Posts

7. 4ft Aluminium Ford Pro Single/ Dual Post
8. 8ft Aluminium Ford Pro Single Post w/ Cable Management
9. 8ft Aluminium Ford Pro Dual Post w/ Cable Management

Capitalized terms used but not defined herein have the meanings given to them in the Ford Pro EV Charging Hardware Terms and Conditions (as amended, modified or supplemented from time to time in accordance therewith, the “T&Cs of Purchase”).

2. Warranty Period. This Limited Warranty is provided by Ford to the Person who purchased the Product from Ford, or, if the Product is resold by a Ford-authorized reseller (an “Authorized Reseller”), to the Person who purchased the Product from the Authorized Reseller (such Person, in either case and subject to paragraph 12, the “Customer”), and, subject to the terms and conditions of this Limited Warranty, covers any defect in the Product that can be directly and exclusively attributed to design, workmanship or material defect of the Product for a period of three (3) years (the “Warranty Period”) after the Warranty Start Date. The “Warranty Start Date” is the date that is:

- (a) For AC Hardware: the earlier of (i) the date on which the AC Hardware is installed at the Customer’s site; or (ii) the date that is six (6) months after the date on which the AC Hardware is shipped to the Customer.
- (b) For DC Hardware: the earlier of (i) the date on which the DC Hardware is installed at the Customer’s site; or (ii) the date that is three (3) months after the date on which the DC Hardware is shipped to the Customer.
- (c) For Posts: the date that is one (1) month after the date on which the Post is shipped to the Customer.

3. Deferred Warranty Start Date. With respect to DC Hardware, the Customer can apply to Ford to defer the Warranty Start Date. Ford may, in Ford's sole discretion, permit the Customer to defer the Warranty Start Date for a period of up to twelve (12) months after the date on which the DC Hardware is shipped to the Customer, provided that the Product is stored in continuous warehousing conditions (including indoors in a temperature controlled environment in accordance with Ford's (or the manufacturer's) installation manual for the Product). In the event of any claim under this Limited Warranty after any deferral of the Warranty Start Date, the burden of proof that the Product was continuously stored in accordance with this paragraph 3 will be on the Customer.
4. Conditions to Applicability of this Limited Warranty. For this Limited Warranty to apply, the Customer must, in addition to the other requirements set forth in this Limited Warranty: (a) demonstrate proof of purchase of the Product by the Customer from Ford (or an Authorized Reseller), which proof shall require the Customer's dated purchase receipt; (b) have the Product installed at its site by a licensed electrician in accordance with Ford's (or the manufacturer's) written instructions regarding installation of the Product, including any requirements or recommendations set forth in the Product Manual (as defined below) or in the T&Cs of Purchase; (c) pay the full amount of the purchase price for the Product to Ford (or the applicable Authorized Reseller); and (d) throughout the lifetime of the Product, use only a third party that has been approved in writing by Ford as an authorized repairer (an "Authorized Repairer"), for any repairs or other maintenance work performed on the Product, including to repair or replace any defective parts of the Product under this Limited Warranty.
5. Scope of this Limited Warranty. Pursuant to this Limited Warranty, and subject to the terms and conditions of this Limited Warranty, during the Warranty Period only: (a) Ford, through an Authorized Repairer, will, at Ford's sole discretion, either replace or repair any defective part of the Product free of charge to the Customer, provided that Ford (or the Authorized Repairer) confirms the existence of the defective part; and (b) Ford will cover the labor costs of the Authorized Repairer to repair or replace any such defective part. Notwithstanding the foregoing, this Limited Warranty does not cover any labor or other costs related to the removal, installation or troubleshooting of the Customer's electrical system, utilities or infrastructure¹ (i.e., any such costs will be the sole responsibility of the Customer). Ford (or the Authorized Repairer) will, at Ford's sole discretion, use new and/or reconditioned parts in repairing or replacing defective parts of the Product. The replacement or repair of any defective parts of the Product will not extend the Warranty Period for the Product or create any new warranty applicable to any part of the Product, including any such replaced or repaired parts (i.e., this Limited Warranty, as in effect at the Warranty Start Date, will continue with respect to the Product only for the remainder of the Warranty Period, and no new warranty of any kind shall be made). Without limiting any other provision of this Limited Warranty, and subject to paragraph 14, Ford's obligations, and Customer's sole and exclusive remedy, with respect to the Limited Warranty are limited to the obligations set forth in this paragraph 5.

¹ Infrastructure, as used herein refers to, but is not limited to, electrical power distribution systems, structural systems, load management systems and civil works.

6. Certain Exclusions from this Limited Warranty. Notwithstanding any other provision contained in this Limited Warranty, this Limited Warranty does not apply to, and Ford will not be responsible for, any damage, impact or defect in any Product: (a) which is caused by, arose from or connected to any failure to comply with any written instructions of Ford, including as set forth in the Product Manual or in the T&Cs of Purchase, or any written instructions of the manufacturer of the Product, regarding transport, installation, functioning, maintenance, operation or storage of the Product; (b) for DC Hardware only, which is caused by, arose from or connected to any failure to commission the Product within six (6) months after the Warranty Start Date, or if the Product is commissioned within six (6) months after the Warranty Start Date, which is caused by, arose from or connected to shutting down or depowering the Product for a period of six (6) months or longer; (c) that has been improperly installed, improperly operated, improperly handled, misused (including use under conditions for which the Product was not designed, use in an unsuitable environment, or use in a manner contrary to the Product Manual, the T&Cs of Purchase or applicable laws or regulations), neglected, tampered with, altered, modified, or damaged, internally or externally; (d) which is caused by, arose from or connected to lack of preventative maintenance required or recommended in the Product Manual; (e) that has been repaired, reconfigured or redirected (e.g., OCPP redirect) by the Customer or any third party; (f) which is caused by, arose from or connected to normal wear and tear; (g) which is caused by, arose from or connected to weather or the natural elements; (h) which is caused by, arose from or connected to any accident affecting the Product (including being struck by a vehicle) or events that place the Product outside its transport, storage and operational specifications; (i) which is caused by, arose from or connected to acts of God (such as lightning, flood or earthquake), fire, water, biological infestation, excessive humidity, dust, generalized corrosion, vandalism, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply used for the Product, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the specifications included in the Product Manual; (j) that has been subjected to input voltage that creates operating conditions beyond the maximum or minimum limits listed in the specifications included in the Product Manual, including high input voltage from generators or similar occurrence; (k) that has been subjected to incidental or consequential damage caused by, arising from or connected to defects of other components of Customer's electrical system, utilities or infrastructure; (l) if the original identification markings (including trademark and serial number) of such Product have been defaced, altered or removed; or (m) which is not directly and exclusively attributed to design, workmanship or material defect of the Product, in each of the foregoing cases, as determined by Ford in Ford's sole discretion. For purposes of this Limited Warranty, the "Product Manual" means, with respect to a Product, all written manuals, guides and instructions regarding the Product that are provided (or referenced in such materials provided) to the Customer by Ford (or by the manufacturer of the Product). Without limiting clause (d), above, to the extent the Product Manual requires or recommends preventative maintenance for the Product, the Customer must perform all such preventative maintenance at its own cost and any failure to perform such preventative maintenance, or failure to keep, or to provide to Ford as required by paragraph 9(e), records of any preventative maintenance performed on the Product at the time a claim under this

Limited Warranty is made, may, in Ford's sole discretion, void this Limited Warranty or result in a denial of such claim for the Product.

7. Additional Exclusions to this Limited Warranty. Without limiting any provision of paragraph 6, this Limited Warranty does not apply to, and Ford will not be responsible for: (a) parts of the Product that must be replaced periodically such as fuses, lamps, air filters or consumable materials, or any other parts subject to normal and reasonable wear and tear; (b) any defective part of the Product if such part was not originally contained in or otherwise a part of the Product as originally provided to the Customer, or was not a replacement part that was installed by Ford, through an Authorized Repairer, under this Limited Warranty; (c) any aesthetic defect (such as scratches, dents, corrosion or normal aging), except if, and solely to the extent, such aesthetic defect materially affects the normal operation of the Product; or (d) vandalism, tampering, misappropriation and/or theft.
8. Extended Periods of Non-Use; Moving and Relocating a Product. Without limiting paragraph 6(b), if the Customer plans to store the Product prior to commissioning or to depower the Product after commissioning, the Customer must contact Ford at the Customer Support Number for long term storage instructions. If the Product is moved or relocated after its initial (or any subsequent) installation, the Customer must contact Ford at the Customer Support Number at least two (2) business days in advance of such move or relocation and provide to Ford the address of the new site at which the Product will be reinstalled. The Product must be reinstalled by a licensed electrician in accordance with Ford's (or the manufacturer's) written instructions regarding installation of the Product, including any requirements or recommendations set forth in the Product Manual or in the T&Cs of Purchase. Any such extended period of non-use of the Product or move or relocation and reinstallation of the Product may, in Ford's sole discretion, void this Limited Warranty.
9. Claim Process. To assert a claim under this Limited Warranty, the Customer must contact Ford at the applicable phone number on the cover page of this document (as applicable, the "Customer Support Number") during the Warranty Period and no later than five (5) days from the date the Customer knew, or should have known, of the defect in the Product for which the claim is being made. Ford will have no obligations or responsibilities with respect to any claims made after the expiration of the Warranty Period. Notwithstanding any other provision contained in this Limited Warranty, Ford's obligations under this Limited Warranty are conditioned upon the Customer's strict compliance with the requirements, processes, procedures and instructions set forth in this Limited Warranty regarding claims under this Limited Warranty. At the time of making the claim, the Customer will be required to provide to Ford: (a) evidence satisfactory to Ford that each of the conditions of this Limited Warranty have been satisfied, including proof of purchase of the Product and the model number and serial number of the Product; (b) a detailed description of the defect affecting the Product; (c) the shipping address for delivery of the replacement part (if any) and, if different, the address for the location at which the Product is installed; (d) any other information or evidence requested by Ford (including pictures, videos and information regarding vehicles used with the Product); and (e) to the extent the Product Manual

requires or recommends preventative maintenance for the Product, records that such preventative maintenance has been performed on the Product in accordance with the Product Manual. Failure to comply with any of the requirements, processes, procedures and instructions regarding claims made under this Limited Warranty may, in Ford's sole discretion, result in denial of such claim.

10. Return of Defective Parts. For any defective part of the Product that is replaced under this Limited Warranty, the Customer must return the defective part to Ford (or a third party, as directed by Ford) in the original shipping container within fifteen (15) days after the defective part is replaced. Defective parts replaced and returned to Ford (or a third-party at the direction of Ford) will be the property of Ford (or such third party). If the Customer fails to return any such defective part to Ford (or a third party at the direction of Ford) in accordance with this paragraph 10, this Limited Warranty shall not apply to the defective part, and the Customer shall be required to pay to Ford the full cost of the replacement part and all labor costs arising from, relating to or otherwise incurred in connection with replacement of the defective part, and Ford shall have the right to charge the Customer for such amounts.
11. Warranty Service. To receive onsite services pursuant to this Limited Warranty, the Customer must provide to Ford (or the Authorized Repairer) access to the Product that is the subject matter of the claim under this Limited Warranty, including, at the Customer's sole cost and expense, any required or recommended credentials, training, approvals or authorizations, access to a battery electric vehicle compatible with the affected Product, and a safe and healthful working environment. Ford reserves the right to refuse service under this Limited Warranty if any condition at the Customer's site is unsafe or unhealthful, as determined by Ford in Ford's sole discretion.
12. Transfers of this Limited Warranty. Except as expressly provided in this paragraph 12, this Limited Warranty is for the sole benefit of the Customer and non-transferable, and the Customer may not assign, delegate or transfer this Limited Warranty, or any of its rights, duties or obligations hereunder, whether voluntarily, by merger or operation of law, or otherwise, without the prior written consent of Ford. Notwithstanding the foregoing, this Limited Warranty may be transferred by the Customer to any Person who acquires the Product from the Customer (a "Transferee"), provided that the Customer first notifies Ford (by contacting Ford at the Customer Support Number) of said transfer. In the event of any transfer permitted under this paragraph 12, all terms and conditions of this Limited Warranty, including with respect to the Warranty Period for the Product, shall remain the same, and the Transferee shall be subject to the same terms, conditions, limitations, restrictions and obligations set forth in this Limited Warranty as if the Transferee were the Customer (and no such permitted transfer shall extend this Limited Warranty or otherwise alter its terms in any way). Any purported transfer of this Limited Warranty in violation of this paragraph 12 shall be null and void and of no force or effect and may, in Ford's sole discretion, void this Limited Warranty.
13. EXCEPT FOR AS EXPRESSLY PROVIDED HEREIN, THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR THE CUSTOMER'S USE WITHOUT WARRANTIES OF ANY KIND, AND ALL CONDITIONS, WARRANTIES OR OTHER TERMS NOT EXPRESSLY SET OUT IN THIS

LIMITED WARRANTY (WHETHER IMPLIED BY LAW, STATUTE, COURSE OF DEALING, CUSTOM OR OTHERWISE) ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY CONDITION, WARRANTY OR OTHER TERM OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND THE CUSTOMER AGREES THAT IT HAS NOT RELIED UPON ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, IN PURCHASING ANY PRODUCT OTHER THAN THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ANY CONDITION, WARRANTY OR OTHER TERM AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. THE EXCLUSIONS AND LIMITATIONS, INCLUDING FORD'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY SHALL GOVERN AND CONTROL OVER ANY OTHER RIGHTS AND REMEDIES TO WHICH THE CUSTOMER MAY OTHERWISE BE ENTITLED. TO THE EXTENT ANY IMPLIED WARRANTIES ARE REQUIRED UNDER APPLICABLE LAW TO APPLY TO ANY PORTION OF ANY PRODUCT NOTWITHSTANDING THIS PARAGRAPH 13, ANY SUCH IMPLIED WARRANTIES SHALL, TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW, BE LIMITED IN DURATION TO THE SHORTER OF THE MINIMUM PERIOD REQUIRED BY SUCH APPLICABLE LAW OR THE WARRANTY PERIOD SPECIFIED HEREIN. THE APPLICABLE REMEDIES SPECIFIED IN THIS LIMITED WARRANTY WILL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND WILL CONSTITUTE FORD'S ENTIRE LIABILITY, WITH RESPECT TO THE PRODUCT, INCLUDING FOR ANY DEFECTIVE PRODUCT.

14. FORD'S MAXIMUM LIABILITY IN CONNECTION WITH THE FAILURE OF ANY PRODUCT TO COMPLY WITH THIS LIMITED WARRANTY SHALL BE THE MARKET VALUE OF THE PRODUCT IMMEDIATELY PRIOR TO THE TIME AT WHICH THE PRODUCT NO LONGER MEETS THE TERMS OF THIS LIMITED HARDWARE WARRANTY, AS DETERMINED BY FORD IN FORD'S SOLE DISCRETION.
15. Section 8(g) (*Force Majeure*), Section 8(h) (*Governing Law/Invalidity*), Section 8(l) (*Arbitration*) and Section 8(n) (*Entire Agreement; Interpretation; Execution and Counterparts*) of the T&Cs of Purchase are incorporated by reference into this Limited Warranty, *mutatis mutandis*, and each such provision so incorporated will be fully enforceable as a part hereof as if fully restated herein.