



## X-3® AND X-7™ SERIES CHARGERS LIMITED WARRANTY AND WARRANTY ADJUSTMENT

**LIMITED WARRANTY:** This Limited Warranty Agreement is entered into between Stryten Energy and the Original User (“User”) with respect to The X-3 and X-7 Series high frequency motive power battery chargers (“Covered Charger”) for electric vehicle usage:

**CONDITIONS:** Stryten Energy warrants to the User that each new Covered Charger will be free from defects in materials and workmanship, provided the Covered Charger:

1. is installed and operated in accordance with generally accepted industrial standards and in accordance with the printed instructions supplied with the Covered Charger.
2. is used solely for the purpose for which it was designed and is not subject to misuse, negligence, or accident and as such cannot be exposed to outdoor environments, condensing moisture or humidity above 95% RH, caustic environments or materials, or excessive dust or particulate.
3. receives proper care, protection, and maintenance under supervision of competent personnel.
4. is used within the published performance rating for the unit involved.
5. is used exclusively by the User and by no other persons.

This Limited Warranty is extended by Stryten Energy solely to the User who purchases or leases a new Covered Charger from Stryten Energy or one of its authorized representatives. This Limited Warranty may not be assigned or transferred by the User by operation of law or otherwise.

**WARRANTY PERIOD:** For Users in the United States of America, Canada, Mexico and Puerto Rico, the Covered Charger is warranted for three (3) years (as described below) from the date of manufacture as determined by the product serial number, with the following exceptions: For Users in all other countries, the Covered Charger is warranted for one (1) year from the date of shipment to the user.

**LIMITATION OF REMEDY:** Any claimed defect is subject to Stryten Energy inspection and judgment, after the Covered Charger has been returned to a Stryten Energy-authorized service center. If a Covered Charger is found to be defective by Stryten Energy, this Limited Warranty provides the following coverage:

**For users in the United States of America, Canada, Mexico, and Puerto Rico:**

Years 1-3

**For users in all other countries:**

Year 1

**Covered items and labor responsibility:**

Repair or replacement of any defective parts only. Stryten Energy will bear the cost of freight, replacement parts, and any related labor charges.

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Repair or replacement of any defective parts only. Stryten Energy will bear the cost of freight, replacement parts, and any related labor charges.

Replaced and/or repaired parts will be warranted from the date the Covered Charger is returned to the User for a period of ninety (90) days or the original term of warranty, whichever is longest.

STRYTEN ENERGY AND ITS AUTHORIZED REPRESENTATIVES SHALL NOT BE LIABLE FOR DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. In no event shall the User be entitled to recover for contingent expenses resulting from, but not limited to, telephone calls, telegrams, travel expenses, lodging, freight, duties and taxes, labor, rental or replacement equipment, loss of business or profits or other commercial losses. This Limited Warranty sets forth the exclusive remedies of User for all claims in relation to a Covered Charger. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.



M-SERIES

X-3 >>> X-7

**USE OF DEFECTIVE PRODUCT:** Excluding the replaceable power modules, continued use of a Covered Charger after discovery of a defect will void all warranties. Operation may continue with failed power modules, but the charger should be professionally serviced as soon as possible.

**REPAIRED OR MODIFIED EQUIPMENT:** Except as authorized in writing, this warranty does not apply to a Covered Charger that has been repaired or modified by any party other than Stryten Energy or approved Stryten Energy Agents and Dealers.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY STRYTEN ENERGY. ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED. ORIGINAL USER ASSUMES ALL RISK AND LIABILITY RESULTING FROM USE OF THE PRODUCT. STRYTEN ENERGY NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR STRYTEN ENERGY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PRODUCT, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS WRITTEN WARRANTY.

**STRYTEN ENERGY**

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