

# Indra Pioneer

## 5 Year Manufacturer Warranty Statement

Be rewarded for smart charging with Indra's pioneering technology

### What does this warranty cover?

1. This warranty will cover repairs for material faults with your Pioneer that arise from the manufacturing process (a fault), provided that you are the registered owner and that you meet the owner obligations stated in this document.

### How long does it last?

2. The Pioneer is covered by a five-year limited manufacturer warranty, starting on the date of installation (the warranty period).

### Who is the warranty provided by?

3. The warranty is provided by us utilising the services of the Pioneer manufacturer, Indra Renewable Technologies Limited (Indra).

### How do I let you know there's a fault with the Pioneer?

4. In the event of a fault being detected with the Pioneer, you should call Indra's Customer Support on 01684 770631. You will need to quote the MAC address, the date of installation and brief description of the fault. Our support team will then help to diagnose and resolve the problem. Please note that we may determine that an in-person support visit may be necessary.

5. If you are not able to contact us, you should email the Indra customer support team at: support@indra.co.uk, quote the MAC address, the date of installation and a brief description of the fault. The Indra customer support team will then contact you to diagnose and resolve the issue on our behalf.

## **Will you need to inspect the Pioneer?**

6. If you notify us in accordance with clauses 4 or 5, it may be deemed necessary to arrange a visit to your property in order to inspect the Pioneer and diagnose the issue. If a site visit is necessary, you will need to grant access to your property to us or the Indra representative in order to carry out the Pioneer inspection. In some cases, it may be necessary for us or the Indra representative to return the Pioneer to Indra for inspection. In this instance, Indra shall reimburse you for all reasonable removal and postage costs agreed with us. Indra will then be responsible for determining whether there is a fault with the Pioneer.

## **Who pays for any repairs?**

7. We will be liable for the cost of all parts and labour necessary for repairing faults that are covered by the warranty, plus associated delivery costs. We reserve the right to replace the Pioneer with a new or reconditioned charger. If we determine that an issue or defect is not covered by this warranty, or if you do not keep an agreed appointment, we reserve the right to charge a reasonable fee for the visit to your property to inspect your Pioneer. If the fault lies outside of the warranty, you may be issued with a quote to repair or replace the Pioneer charger.

## **Where will we carry out repairs?**

8. Where possible, faulty repairs will be carried out on site, however, we or the representative may determine that it is necessary to remove the Pioneer for repairs off-site.

## **Will repairs and replacements be covered by this warranty?**

9. Should we agree to repair or replace your Pioneer during the warranty period, the repaired or replaced charger will continue to be covered under the original warranty timeline and the warranty period will not be extended.

10. Any Pioneer (or parts) which is removed by us or the Indra representative will become our property (hold on behalf of Indra) with effect immediately on removal.

# What isn't covered by this warranty?

11. The following actions invalidate the warranty:

- a. Failure to comply with the Pioneer User Guide or any other oral or written instructions given by us.
- b. The continued use of the Pioneer after a suspected fault has been detected, unless advised otherwise by us.
- c. Attempting (or allowing any third party not approved by Indra) to install or carry out any repairs, replacements, modifications or alterations to the Pioneer, its software or any ancillary equipment.
- d. Damage due to theft, vandalism, misuse, inappropriate use, or lack of supervision.
- e. Use of any non-original Indra parts in, or linked to, the Pioneer.
- f. Any misuse, neglect, negligence, tampering with or damaging the Pioneer (including disassembling it).
- g. External factors, including, but not limited to:
  - faulty or damaged electrical wiring
  - junction boxes
  - circuit breakers
  - the environment
  - Force majeure (including, but not limited to, fire, earthquake, water, lightning and other environmental conditions)
- h. Use for commercial purposes.
- i. Incorrect storage or working conditions that do not comply with Indra installation instructions (including the specified space around the Pioneer).

In addition, any external damage caused by the normal ageing and wear and tear of the charger will not be covered by this warranty.

## Limitations and exclusions

12. This warranty is the only express warranty made in connection with your Pioneer. Any terms, conditions and warranties implied by consumer law or laws relating to the sale of goods and services are excluded from this warranty to the fullest extent possible under law. This does not affect any mandatory rights or remedies you have under applicable law.

13. We will have no liability to the registered owner of the Indra Pioneer, howsoever arising, for any (a) indirect, incidental, special or consequential damages; (b) loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), towing charges, bus fares, vehicle rental, service call charges, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls and mailing expenses.

14. In any event, our maximum aggregate liability under this warranty or in connection with the Pioneer will be limited to the reasonable cost of repair or replacement of the Pioneer.

15. The above limitations and exclusions shall apply whether your claim is in contract, breach of warranty or condition, misrepresentation (whether negligent or otherwise), or otherwise, even if we are advised of the possibility of such damages or such damages are reasonably foreseeable.

16. Nothing in this warranty shall exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

17. The registered owner of the Indra Pioneer may not assign their rights under this warranty. We may assign this warranty without requirements of the registered owner's consent.

## Assignment

18. The registered owner of the Indra Pioneer may not assign their rights under this warranty. Indra may assign this warranty without requirement of the registered owner's consent.

## Law and Jurisdiction

19. This warranty and any non-contractual obligations arising out of or in connection with it or its subject matter shall be governed and construed in accordance with English law and you agree that the English courts will have jurisdiction to settle any dispute or claim arising out of or in connection with this warranty or its subject matter or formation.