

Span Drive Limited Warranty (USA)

Effective Date: July 12, 2022 - March 23, 2023

Span Drive Limited Warranty

WHAT THIS LIMITED WARRANTY COVERS

This Limited Warranty ("Limited Warranty") applies to any Span Drive that (1) was purchased from Span.IO, Inc. ("Span") or a Span Certified Installer (defined below) in the United States of America; (2) is installed by a Span Certified Installer in the United States of America; and (3) has the following part numbers: 1-01400-xx where "xx" is any alphanumeric style code used for Span internal reference. As used herein, the term "Span Certified Installer" means a person or entity in the business of installing electrical equipment that has completed Span-approved training and testing, and meets and maintains Span standards for quality workmanship, licensing, insurance, use of brand guidelines, and customer satisfaction and responsiveness.

Subject to the terms and conditions set forth in this Limited Warranty, each Span Drive is warranted at the original address of installation to the original purchaser (and to each subsequent authorized owner of the original address of installation, who provides proof of ownership) against defects in materials and workmanship that occur under normal use for a period of three (3) years (the "Warranty Term"). The Warranty Term shall commence on the 90th day after the product is shipped from Span, regardless of the date of installation.

If Span confirms the existence of a defect that is covered by this Limited Warranty, Span will, in its sole discretion, repair your Span Drive (using new or refurbished parts), replace your Span Drive with an equivalent product (new or refurbished), or refund you the purchase price of the Span Drive. To the maximum extent permissible under your local law, liability is limited to the reasonable price for repair or replacement of the Span Drive for the actual costs of labor, parts, and dispatch of service personnel to complete the replacement, not to exceed the manufacturer's suggested retail price. If your Span Drive is repaired or replaced under this Limited Warranty, only the remainder of the original Warranty Term will apply to the repaired or replacement product. Under no circumstances will the original Warranty Term be extended as a result of your Span Drive being repaired or replaced.

LIMITATIONS AND DISCLAIMER

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, SPAN HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, SPAN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUFFICIENCY FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR TITLE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. FURTHER, SPAN DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT ANY THIRD-PARTY MATERIAL OR PRODUCTS NOT PROVIDED BY SPAN, WILL BE FREE FROM BUGS, OR THAT ANY ERRORS WITH THESE MATERIALS OR PRODUCTS WILL BE

OR CAN BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE INSTALLER OR ANY SPAN PERSONNEL SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

GENERAL EXCLUSIONS

This Limited Warranty does not apply to any damage, defect, or loss of product functionality directly or indirectly caused by, due to, or resulting from any of the following: (i) abuse, misuse, or negligence; (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Span; (iii) transport, storage, installation, commissioning, modification or repair of your Span Drive, or opening internal component housing of your Span Drive, that is performed by anyone other than Span or a Span Certified Installer authorized to do so; (iv) failure to install, operate or maintain your Span Drive in accordance with the Span Drive Installation Manual and Span Drive Datasheet; (v) failure to install your Span Drive in accordance with the applicable local electrical, fire, and/or building code(s) and/or regulation(s); (vi) any attempt to modify your Span Drive, whether by physical means, programming or otherwise, without the express written consent of Span; (vii) removal and reinstallation of your Span Drive at a location other than the original installation location, without the express written consent of Span; (viii) installation of your Span Drive on a mobile structure or dwelling such as an RV or mobile home; (ix) failure of any remote firmware update to the Span Drive as a result of a failure of your internet connection; (x) external factors including but not limited to objects striking Span Drive, faulty or damaged electrical wiring or connections, external electrical faults, circuit breakers or junction boxes; (xi) any damage done to the Span Drive by any components or parts not supplied by Span which are attached to any part of the Span Drive; (xii) failure to contact Span upon discovery of a defect covered by this Limited Warranty; or (xiii) use of the Span Drive for commercial purposes.

In addition, this Limited Warranty does not cover: (a) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact the performance of your Span Drive; (b) damage or deterioration that occurs after the expiration or voiding of the Warranty Term; or (c) theft of your Span Drive or any of its components.

Span reserves the right to deny warranty coverage after examination of the Span Drive by Span or a Span Certified Installer that does not satisfy the requirements of this Limited Warranty. You will be liable for and shall pay for all field charges for labor or other expenses incurred in connection with a claim for warranty coverage that is denied.

LIMITATION OF LIABILITY

To the maximum extent permissible under applicable law, Span shall not be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages arising out of or related to this Limited Warranty, including, but not limited to, loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, regardless of the form of action and regardless of whether Span has been informed of, or otherwise might have anticipated the possibility of such damages. Span's liability arising out of a claim under this Limited Warranty shall not exceed the amount you paid for your Span Drive.

Some states do not allow or restrict, the exclusion or limitation of damages, including incidental or consequential damage, so the above limitation or exclusion may not apply to you, or may only apply to a limited extent.

APPLICABLE LAW

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary by state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the "LIMITATIONS AND DISCLAIMER" section above may not apply to you. The terms of the Limited Warranty will apply to the extent permitted by applicable law.

MAKING A WARRANTY CLAIM

If you need to file a warranty claim, please contact the Span Certified Installer who installed your Span Drive. If you are unable to contact your Span Certified Installer, or if you purchased your Span Drive directly from Span, submit a Service Request by contacting Span Support using the contact information below.

For a warranty claim to be processed, it must include (i) proof of ownership of your Span Drive; (ii) a description of the alleged defect(s), and (iii) your Span Drive's original installation date, part number, and serial number.

Prior to returning any products, you must obtain a return authorization number from Span. Return shipping for the original product is the responsibility of the customer or certified installer, and all returned products must be wrapped and packaged securely to avoid shipping damage.

Span Contact Details

If you have any questions regarding the warranty, or to submit a warranty claim, please contact our customer support team:

- **Span Support website:** support.span.io
- **Span Support email:** support@span.io
- **Span address:** ATTN: Span Warranty Claims, 679 Bryant St, San Francisco, CA 94107