

GM POWERUP 2 CHARGER LIMITED WARRANTY

Effective Date: November 22, 2024

General Motors LLC (“GM”) warrants that the Product (listed below) will be free from defects in design, material and workmanship during the Limited Warranty Period, subject to the terms, conditions, limitations and exclusions set forth herein (the “Limited Warranty”). This Limited Warranty is provided by GM for each of the following products that are sold in the United States and Canada (each, a “Product”):

PRODUCT	WARRANTY PERIOD¹
GM PowerUp 2 Charger	For normal personal use: 3 year from date of original purchase For normal commercial use: 1 year from date of original purchase ¹

¹ Commercial use means for purposes other than for charging at a residential single-family home

Limited Warranty Exclusions:

This Limited Warranty does not cover any damage or defect in the Product if such damage or defect is related to any of the following:

- Damage or failure due to negligence, alteration, accident, abuse, improper installation, improper maintenance (including software updates), operation, storage, external factors such as acts of god, faulty wiring or connections, or use for a purpose which the product is not designed or approved by GM
- Damage or failure due to any repair work performed by purchaser or a non-authorized third party
- Loss of time, inconvenience, loss of use of the vehicle, or other consequential damages
- Normal wear & tear, including aesthetic defects
- Products utilized for vehicles registered and normally operated outside of the United States or Canada

Limitation of Liability:

IN NO EVENT SHALL GM, OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY CLAIM THAT ANY PRODUCT VIOLATES ANY WARRANTY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS LIMITED WARRANTY SHALL GOVERN AND CONTROL OVER ANY OTHER RIGHTS AND REMEDIES TO WHICH PURCHASER MAY OTHERWISE BE ENTITLED. GM’S TOTAL LIABILITY IN CONNECTION WITH ANY CLAIM

THAT A PRODUCT VIOLATES ANY WARRANTY WILL BE LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED BY GM FROM PURCHASER FOR THE PRODUCT. PURCHASER ACKNOWLEDGES AND AGREES THAT THEY HAVE PURCHASED PRODUCTS WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THIS AGREEMENT.

Other Terms:

Any implied warranty of merchantability or fitness for a particular purpose applicable to the Product is limited in duration to that of this written Limited Warranty. The remedy provided above is the exclusive remedy under this written Limited Warranty or any implied warranty. Some states do not allow any limitation on the duration of an implied warranty or the exclusion or limitation of incidental or consequential damages; therefore, the above limitations or exclusions may not apply to you. This Limited Warranty provides specific legal rights; you may also have other rights, depending on the state or province in which you reside.

Warranty Claim Process:

To make a claim under this Limited Warranty, Purchaser must contact GM at **1-833-64POWER** [833-647-6937] prior to removal and/or replacement of the Product and within thirty (30) days from the date Purchaser became aware of the defect.

Limited Warranty Service:

If, during the Limited Warranty Period, the Product fails to conform with the Limited Warranty (subject to the terms, conditions, limitations and exclusions of this Limited Warranty), GM will, at its sole discretion, either repair a defective Product (using new or refurbished parts) or replace a defective Product with an equivalent product (either new or refurbished), at no charge to Purchaser.

As part of this Limited Warranty, GM will cover the labor costs associated with an authorized repair facility to repair or replace defective parts or Products, including removal and reinstallation of Product if applicable. The Limited Warranty does not, however, cover labor costs associated with removing, installing, or troubleshooting Purchaser's electrical systems.

Replacing or repairing a defective part or Product does not extend the Product's Limited Warranty Period and does not create a new warranty for the replaced or repaired part or Product.

GM may restrict warranty service for the Product to the country(ies) where GM originally sold the Product.