

I. Scope

1. The Green Motion DC Product range is currently composed by the following part numbers. Information, requirements, and customer rights described in this Product Warranty document only applies to Products listed below (“Products”):

DC 22:

GMD2205BAAA00A00 GMD2205BBAA00A00 GMD2256BAAA00A00 GMD2256BBAA00A00

DC 44/66:

GMD4405BAAA00A00 GMD4405BBAA00A00 GMD4456BAAA00A00 GMD4456BBAA00A00

GMD6605BAAA00A00 GMD6605BBAA00A00 GMD6656BAAA00A00 GMD6656BBAA00A00

Air

GMK2208ABAA00A00 GMK2208ABAA00A02

Those Products:

- have been manufactured by Eaton or any authorized partners;
 - have been sold by Eaton directly or through a certified Eaton dealer (“Authorized Dealer”);
 - have been released on the EMEA market starting from 2023;
 - have been installed and commissioned by a professional installer, who must be expert and skilled to take full responsibility of installation and commissioning in accordance with manufacturer’s instructions, wiring regulation and local legislation.
2. Unless otherwise agreed in writing by the Parties, Eaton warrants to the Buyer that the Products shall be free from Defects in design, material, and workmanship (“Defects”), under normal use, for a maximum period indicated in section III (“Warranty”) from the date of invoice for such Products.
 3. Eaton shall, subject to the provisions of these Terms and for the duration of the Warranty, remedy any material Defect in the Products resulting from faulty design, material or workmanship which impairs the functioning of the relevant Products. There shall be no claims based on Defects in cases of insignificant deviations, of only minor impairment of usability or from non-reproducible software errors.
 4. During the Warranty and subject to the limitations described in section II, Eaton will, at its option, repair or replace Defective Product (or parts of it) or refund its price if:
 - the Customer (or an Authorized Dealer acting on behalf of the Customer) makes a valid written claim to Eaton within the time of 7 days starting from when the Product Defect has been detected, or it should have been detected by the Customer;
 - the Customer clearly indicates in that written claim the exact reason why the Product is considered as Defective including a brief explanation of the detected Defect;
 - the Customer sends back to Eaton the potential Defective Product, covering shipment costs and following Eaton instructions, to the final destination indicated by Eaton;
 - Eaton runs an inspection procedure on the received Product, and the Customer must provide all required information if needed.
 5. Eaton will, at its option, use new and/or reconditioned components as replacement of Defective ones. Eaton has the right to use parts (or Products) of original or improved design for the repairing (or replacement) of the Product (or its components). After Eaton has repaired or replaced a Product (or its components), the Product Warranty continues only for the remaining portion of the warranty duration.
 6. The present Product Warranty does not restrict any legal rights of the Customer - in particular with regard to the legal right of revocation or warranty claims - under local statutory law. These exist independently of this Product Warranty in their entirety.

II. Limitations

7. Eaton will not be responsible for the Product Defect to comply with the Product Warranty if the Customer continues to operate the Product after the notification of potential Defect or if the written claim is sent to Eaton after more than 7 days from the Defect detection (or when it should have been detected).
8. The Product Warranty does not apply to charging cables, connectors, sockets, plugs and software. For these items the Warranty time is limited to 3 months from delivery.
9. The Product Warranty does not apply to any other items or Product components not listed in the Section I of this document as well as it does not apply to items that are subject to continuous usage, such as air filters and cooling fans.
10. Eaton shall not be liable for damage due to third party acts, atmospheric discharges, excess voltage, chemical influences and for loss and damage in transit. The Warranty does not cover the replacement of parts subject to normal wear and tear. Eaton gives no warranty for the sale of used Products. If the Supplies are manufactured by Eaton on the basis of design data, design drawings, models or other specifications supplied by the Buyer, Eaton's Warranty shall be restricted to noncompliance with the Buyer's specifications as approved by Eaton under these Terms.
11. Eaton's sole obligation and Buyer's sole remedy under the Warranty shall be, at Eaton's option and discretion, to either repair or replace at no additional charge, the Defective Products (or the Defective part of the Products) thereof, which is proved to breach such Warranty.
12. Except for the express Warranty set forth above, Eaton makes no other representations or warranties, express or implied, statutory or otherwise, regarding the Supplies, their fitness for any particular purpose, their merchantability, their quality, their non-infringement, or otherwise. Eaton makes no representation that its software will work in combination with any hardware or software Products provided by third parties, that the operation of the software will be uninterrupted or error-free, or that all software Defects will be corrected.
13. Eaton will not be responsible for the Product Defect to comply with the Product Warranty if the Product has not been installed, commissioned, maintained and operated according to verbal and/or written instructions provided by Eaton or if it has been installed, commissioned, maintained and operated using accessories, software or tools not approved by Eaton.
14. Eaton will not be responsible for the Product Defect to comply with the Product Warranty if the Product has been installed, commissioned and maintained by a non-trained or non-skilled person as well as if the Product Defect has been detected after the implementation of a customization required by the customer.
15. Eaton will not be responsible for the Product Defect to comply with the Product Warranty if customer does not provide necessary access, required information, and support to perform maintenance or services on the product. Customer is solely responsible for the security and confidentiality of data or information shared with Eaton in the performance of its duties under this Warranty provision.
16. Claims under this Product Warranty can only be made by Customer provided that the Product remains in its original configuration.
17. This limited Warranty shall not apply to any Supplies or component thereof which:
 - has been repaired or altered outside of Eaton's factory in any manner so as, in Eaton's sole judgment, to affect its serviceability;
 - has been subject to alteration, accident, misuse, abuse, neglect or abnormal wear;
 - has been installed, operated or used in a manner contrary to Eaton's instructions, or due to failure to follow Eaton's instructions for operation and maintenance;
 - has been subjected to abnormal or unusual physical or electrical stress or environmental conditions misused or negligently handled or operated.
 - have been subject to force majeure (violent or stormy weather, lightning, overvoltage, flooding, fire etc.);
 - have been subject to inadequate following and observing of good engineering practices relating to installation and safety;
 - are not or have not been updated with the latest system update, software, or firmware to enable new features and bug fixes.

18. The Product Warranty will terminate immediately and be void in case of:
- Damage and dysfunction caused by third-party Products that are not approved by Eaton.
 - Inappropriate transportation damage.
 - Installation or operation in a country not approved by Eaton.
19. In all the cases, the Product Warranty does not include:
- Travel and labor cost of repair (including preliminary work as well as assembly and disassembly) if the repair of the Product is done at the installation site due to application constraints;
 - All local operations not connected to the Product (or components) replacement (for example additional protection devices installations, Product maintenance and cleaning, Product restart, etc..).

III. Warranty

20. The Warranty period for the Products starts (the "Warranty Start Date") on the initial purchase of the Product by Customer (as evidenced by the invoice date on the purchase order). For those Products the warranty period is XX years from the date of purchase. For accessories like pedestals or cable holders, instead, the warranty period will be YY years.