

# **Powergate Hardware Warranty**

This Warranty applies exclusively to Powergate tools supplied by Alientech S.r.l. to authorized Dealers or Powergate Managers, as part of the relevant commercial relationships. Hereinafter, the term "Product" refers to the Powergate tool to which this Warranty applies, while the term "Customer" collectively refers to the authorized Dealer or the Powergate Manager recipient of the Product.

## What is covered by this warranty

Alientech S.r.l., with registered office in Via dei Cordari 1, Trino, Italy, (hereinafter "Alientech srl") warrants the hardware of the Powergate tool and its related accessories against conformity defects, or defects that are directly attributable to Alientech srl, for a period of **24 (twenty-four) months from the date of the Product first connection**, provided that the Product is used by the end user in accordance with the instructions displayed by the Powergate App and in compliance with the guidelines contained in the User Guide, operating manuals integrated into the Powergate App, or any other technical documentation provided by Alientech srl.

By "lack of conformity or non-conformity", for the purposes of this warranty, is meant:

- Operating defects not detected at the time of delivery but occurring during the use of the Product, when attributable to a manufacturing, material or workmanship defect.
- Lack of correspondence between what was ordered and what was received at the delivery due to incorrect shipping or discrepancy between what was promoted and advertised by Alientech srl and what was received.

If the purchaser is a Dealer, they may request the remedies available under this Warranty directly from Alientech srl or from one of its subsidiaries or affiliates. A Powergate Manager who has purchased the Product from a Dealer may, at their discretion, submit a warranty claim either to the Dealer from whom the Product was purchased or directly to Alientech srl. End users are not entitled to request warranty service: any issue must be reported to their Powergate Manager, who will submit the request in accordance with the applicable procedure.

All claims submitted under the Alientech Powergate Warranty will be governed by the terms and conditions set forth in this warranty.

In addition, Alientech srl will provide the Customer with access to the Technical Support Service through the Ticket Portal at https://support.alientech.to, subject to the terms and conditions therein specified.

### What is NOT covered by this Warranty

This Warranty does not apply:

- a) To damages or defects caused by normal wear and tear of the Product.
- b) To damages resulting from the use of the Product with hardware not supplied by Alientech srl.
- c) To damages caused by fire, liquid contact, earthquake or other external causes.
- d) To accidental damages or damages caused by operating the Product in conditions not compliant with the instructions displayed by the Powergate App, or User's Guide specifications, Operating Manuals instructions and / or other Product guidelines provided by Alientech srl, and misuse.
- e) To damages resulting from errors in the installation or configuration of the Powergate App, incorrect connection of the Product to the vehicle, or improper power supply.



- f) To malfunctions caused by using the Powergate App on incompatible devices or on devices with modified or outdated operating systems.
- g) To damages caused by service not performed by Alientech srl.
- h) To Products and / or accessories that has been modified without Alientech srl written permission.
- i) If any serial number has been intentionally removed or made illegible from the Product.
- j) To stolen Products or that can reasonably be considered as such by Alientech srl according to the information received from relevant public authorities.

## **Customer responsibilities**

Following warranty service, the Product or a replacement product will be returned to the Customer with a configuration consistent with the options selected when submitting the warranty service request (i.e., whether to maintain the association with the Powergate Manager and the active session). Alientech srl reserves the right to install, during the service, any system updates required to ensure full compatibility of the Product with the Powergate App and with the services available through the Powergate Administration Dashboard.

Do not open nor disassemble the Product or its accessories. Opening the Product or its accessories will void the warranty.

The Customer must report to Alientech srl any lack of conformity of the Product without delay upon receipt of the notification from the end user and, in any case, no later than 24 (twenty-four) months from the date of the Product's first connection, under penalty of forfeiture of this Warranty.

The report must be submitted through the Technical Support Service, using the Ticket Portal available at <a href="https://support.alientech.to">https://support.alientech.to</a>. The date indicated in the email containing the ticket identification number shall be considered as the official date of the report between the parties, and the Customer is therefore requested to retain this email.

A valid invoice or other fiscally valid proof of purchase is a mandatory requirement for claiming warranty coverage.

### How to obtain warranty service

To access the Alientech Warranty, the Customer must submit a request to Alientech srl's Technical Support Service through the Ticket Portal at <a href="https://support.alientech.to">https://support.alientech.to</a>.

Alientech srl's Technical Support Service, through the Ticket Portal, will ask questions designed to better diagnose the problem and, if necessary, will authorize the return of the Product by sending the Customer an RMA (Return Merchandise Authorization) form, along with the instructions and required documentation for returning the Product.

When opening an RMA, the Customer must indicate whether the tool should remain associated with the same Manager and, if the Powergate is locked to a vehicle, whether the active session should be retained. This information is binding, and the request for service cannot proceed without a response to both questions.

If it is requested to unpair the tool from the Manager or archive the active session, a cancellation credit will be used. This credit will be deducted from the Manager's available credits or must be purchased separately.



The documentation downloaded via the link provided by the Technical Support Service (such as the RMA form, Delivery Note or Proforma Invoice) must be prominently affixed to the packaging and included inside the parcel containing the Product, in accordance with the instructions provided. Alientech srl reserves the right not to accept, inspect, or repair any goods accompanied by incomplete or non-compliant documents; in such cases, the goods will remain on hold at the Logistics Department until the documentation is properly regularized.

The Product must be returned with its accessories only if expressly requested by the Technical Support Service.

## What Alientech srl will do in the event of a warranty claim

If the Customer submit a valid claim under this Warranty, Alientech srl will, at its sole discretion, proceed as follows within a reasonable period of time and without causing significant inconvenience to the claimant:

- i. Repair the Product; or:
- ii. **Replace the Product** with one that has similar features, if a repair is not possible or would be unduly burdensome.

Under no circumstances Alientech srl will be liable for a value greater than the purchase price of the Product.

Under no circumstances shall a minor defect entitle the Customer to terminate the purchase contract.

A Product repaired or replaced assumes the remaining warranty of the original Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage.

Alientech srl does not cover inbound shipping costs of the Product. The Customer must bear all costs related to proper packing, freight, and customs duties, if they reside in a country not belonging to the European Union. Only if the Customer qualify as a Consumer, as defined in Article 3 of Legislative Decree 206/2005 (Italian Consumer Code), Alientech srl will pay for shipping the Product to and from their location.

If the Customer resides in a country that does not belong to the European Union, the shipment of a Product subject to a warranty service may be subject to import taxes, customs duties and fees which are levied once the delivery reaches the destination country. Any additional charges for customs clearance must be fulfilled by the Customer, except as provided above if the Customer is to be considered a Consumer. Alientech srl has no control over these charges, nor can predict what they may be. Customs policies vary widely from country to country; the Customer should contact their local customs office for further information.

Furthermore, the Customer declares to be aware that cross-border shipments may be subject to opening and inspection by customs authorities.

For any Product that, when received and tested, is detected working properly the Customer will be requested to pay a fee of 30.00 Euros for handling costs, in addition to shipping cost and any applicable customs duties.

For Products not covered by warranty – that is, in cases where the warranty has expired or the damage is not attributable to Alientech srl (for example, due to improper use, accidental damage, or unauthorized modifications) – Alientech srl will contact the Customer by email to provide information about the cost of the repair or replacement and methods of payment. The goods will not be processed until receipt of the Customer's written acceptance of the repair or replacement cost and the corresponding payment.



If the Customer does not accept the cost of the Product repair, they will still be required to pay a handling fee, in addition to shipping costs and any applicable customs duties.

## **Limitation of liability**

Under no circumstances Alientech srl can be held liable for:

- Any losses not arising from Alientech srl's violation of the provisions of this Warranty.
- Any loss or damage not reasonably foreseeable at the purchase of the Product.
- Trading losses of any kind and nature, loss of profits, loss of data or loss of opportunity, including third parties.
- Any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of benefits or profits, loss of data, business interruption or any other commercial damages or losses, third party claims, personal injury or breach of due diligence obligations, even if Alientech srl, its subsidiaries and affiliates or a representative of Alientech srl has been advised of the possibility of such damages, loss, claim or cost.

The foregoing limitations and exclusions apply to the maximum extent permitted by the applicable laws in the Customer's jurisdiction.

## Protection of personal data

Alientech srl will retain and use the Customer's information in accordance with its Privacy Notice. You can view Alientech Privacy Notice at <a href="https://www.alientech-tools.com/legal/">www.alientech-tools.com/legal/</a>.

#### General

No Alientech srl dealer is authorized to modify, extend, or supplement this Warranty.

If any provision is found to be unlawful or unenforceable, it shall be severed from this Warranty, and the legality or enforceability of the remaining provisions shall not be affected.

This Warranty is translated from Italian for local requirements only: in the event of a dispute between the Italian and any non-Italian versions, the Italian version of this Warranty shall prevail.

This Warranty is governed by and construed in accordance with the laws of Italy. The applicability of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11.04.1980 is expressly excluded and does not apply to this Warranty.

This Warranty was last updated on August 6, 2025.