

ALFEN DC CHARGING EQUIPMENT B2B WARRANTY

Alfen ICU B.V. ('**Alfen**') only sells to companies ('**Customer**') and provides the following B2B *warranty* on DC charging equipment for electric vehicles ('**DC Chargers**') and spare parts for the DC Chargers ('**Spare Parts**').

DC Chargers and Spare Parts together referred to as **Products**.

Warranty

Alfen warrants that the DC Chargers are free from defects for a period of twenty-four + three (=27) months from the date of loading the DC Chargers for transport from the Alfen warehouse ('**Warranty Period DC Chargers**').

Alfen warrants that the Spare Parts are free from defects for a period of twelve (12) months from the date of loading the Spare Parts for transport from the Alfen warehouse ('**Warranty Period Spare Parts**').

The warranty for DC Chargers and the warranty for Spare Parts together or separately defined as **Warranty**.

Customer shall not assign or transfer the Warranty set out in this document to its customers ('**User**') who are consumers.

If a Product fails in its normal use during the Warranty Period, Alfen or its authorized service partner on Alfen's behalf will repair or replace, at its sole discretion, the Product on-site at no charge to Customer for material, call out and/or labour cost.

Customer shall follow the Warranty Procedure set out below.

This Warranty is the exclusive warranty and is provided instead of any warranty of merchantability, fitness for a particular purpose or any other warranty, express or implied. For a failure resolution Alfen may be contacted. The warranty period shall not be extended in case of a repair or replacement and the original warranty period remains.

Warranty Procedure

Any Warranty claim and/or failures of a DC Charger shall be subject to the conditions that:

- (i) Customer reports the failure to Alfen within thirty (30) calendar days after the discovery of such failure; and
- (ii) Customer submits a web form requesting corrective services of its Product with a description of the defect via the Alfen Customer Service Portal at <https://support.alfen.com>. If the failure to the Product cannot be resolved remotely, Alfen will send out a service engineer to the DC Charger's location under applicability of the Alfen Charging Equipment (ACE) Service terms & conditions (<https://alfen.com/en-gb/media/667>). If the failure is covered by this Warranty, Alfen will repair or replace the relevant (part of the) Product at Alfen's expense. If the failure is not covered by the Warranty (see Exclusions below), Alfen will repair or replace the Product at Customer's expense (i.e. all costs including amongst others material, call-out or labour costs).

Exclusions

The Warranty for Products does not apply in case of: (i) misuse or use of the Product beyond its intended purpose, (ii) external damage, (iii) failures from the grid and/or the (mobile) network provider, distribution service operator, charge point operator, e-mobility service provider, or power supply; (iv) faulty installation, repair, assembly, disassembly, modification, configuration or maintenance by a party other than Alfen, (v) use not in accordance with the Alfen manuals; (vi) malfunction of an open charge point back office system; (vii) use of non-approved attachments or non-genuine parts; or (viii) force majeure situations. Furthermore, damage to the electrical vehicle itself (including, but not limited to a broken electric vehicle socket, soft- or hardware problem(s) in the converter) is never covered by this Warranty.



Spare parts

Alfen further warrants the availability of Spare Parts or their functional equivalent for the DC Chargers for a period of 5 years from the date of loading the DC Chargers for transport from the Alfen warehouse.

Governing law & jurisdiction

Any dispute or claim arising out of or in connection with this Warranty shall be governed by and construed in accordance with the laws of the Netherlands, excluding book 7 (with the exception of Section 7:23) of the Dutch Civil Code, its conflict of law provisions and excluding the United Nations Conventions on Contracts for the International Sale of Goods (CISG). All disputes shall be settled exclusively by the District Court "Midden Nederland", location Almere, the Netherlands.