

ALFEN CHARGING EQUIPMENT B2B WARRANTY



ALFEN
POWER TO ADAPT

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

Warranty

Alfen warrants that the EV Chargers are free from defects for a period of twenty-four + three (=27) months from the date of loading the EV Chargers for transport from the Alfen warehouse ('**Warranty Period EV 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 EV 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, Customer has two options:

- (i) For EV Chargers and Spare Parts Alfen or its service partner on Alfen's behalf will repair or replace, at its sole discretion, the Product at no charge to Customer for material and/ or labour. In this case, the Product should be returned to Alfen or its service partner. Customer shall be responsible for any transportation costs to the Alfen factory or any other repair location indicated by Alfen ('**Alfen Repair Centre**') and shall follow the Warranty Procedure set out in paragraph (ii) below ('**Alfen Repair**'); or
- (ii) For EV Chargers an Alfen Authorized Repair Partner ('**ARP**') may repair the EV Charger and Customer shall follow the Warranty Procedure set out in paragraph (iii) below ('**ARP Repair**').

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 or an Alfen ARP may be contacted.

Warranty Procedure

A Warranty claim and failure of the EV Charger shall be subject to the below conditions:

- (i) Customer must report the failure to Alfen or to the ARP within thirty (30) days after the discovery of a defect.
- (ii) **For an Alfen Repair:** if Customer chooses for an Alfen Repair, Customer shall submit a web form 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, Customer shall at its own expense ship the Product to an Alfen Repair Centre, after submitting a request thereto and receipt of respective instructions from Alfen. If the failure is covered by this Warranty, Alfen will repair or replace the Product and ship it back to Customer at Alfen's cost. However, custom duties and taxes, if applicable, shall be paid by Customer. If the failure is not covered by the Warranty (see Exclusions below), Alfen will provide a quote for appropriate repair works. In case Customer or User accepts the quote and places an order for the repair, Alfen will repair the Product (s), and send it back at Customer/User's expense. If the quote is not accepted, the Product(s) will be send back unrepaired at Customer/User's expense.
- (iii) **For an ARP Repair:** if Customer chooses for an ARP Repair, Customer may contact an Alfen ARP and Customer shall give written notice of the repair to Alfen within thirty (30) days after the repair by including a specific description of the nature of the repair and the Spare Parts used. An ARP shall: (a) follow Alfen's training and certificate conditions and any available Alfen repair instructions, (b) only use staff who are authorized (with a valid training certificate) and (c) only use Alfen Spare Parts. For a failure reported to an ARP, Customer shall, at its own expense, be allowed to instruct an ARP to solve the failure. If the failure is covered by this Warranty, Customer may request the replacement Spare Parts free of charge from Alfen. Customer shall be responsible for the use of an ARP and keep all administrative records and replaced Spare Parts of the repair for at least 3 months after the repair. If Customer and its ARP do not meet the requirements stated above, Alfen has the right to immediately withdraw the option for Customer to choose for an ARP Repair.

Exclusions

The Warranty for the 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 an ARP, (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; (viii) force majeure situations; or (ix) activated residual current device (RCD) by the electric vehicle. Furthermore, damage to the electrical vehicle itself (including, but not limited to, broken electric vehicle charging cable or socket, tripping RCD, soft-or hardware problem 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 EV Chargers for a period of 5 years from the date of loading the EV 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.