

ALFEN CARRY-IN WARRANTY EV PRODUCTS



Alfen ICU B.V. ('Alfen'), provides the following limited warrant on charging equipment for electric vehicles ('EV Product(s)'):

Warranty coverage

Alfen warrants that the EV Products are free from defects for a period of twenty-seven (27) months from the date of delivery CIP Alfen's warehouse (per the Incoterms 2020) ('Warranty Period'), unless Alfen and its direct customer ('Customer') explicitly agree otherwise in writing. Customer may assign and transfer the warranty, as set out in this document ('Warranty'), to its customers ('User').

Within the Warranty Period, Alfen will, at its sole discretion, repair or replace any component that fails in normal use at no charge to Customer for material and/or labour. 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 described 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, except warranties of title and infringement.

Warranty Procedure

Failures may be reported by submitting a web form via the Alfen Customer Service Portal at <https://support.alfen.com>. In case of a failure of the EV Product(s) that cannot be solved remotely, Customer shall, at its own expense, ship the entire EV Product(s) to an Alfen Repair Centre, after submitting a request and receipt of respective instructions from Alfen. If the failure is covered by this Warranty, Alfen will repair or replace the EV Product(s) and ship it back to the 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 the Customer or User accepts the quote and places an order for the repair, Alfen will repair the Product(s), and send it back at the Customer/User's expense. If the quote is not accepted, the Product(s) will be sent back unrepaired at the Customer/User's expense.

This Warranty does not apply in case of: (i) misuse or use of the EV Product(s) beyond its intended purpose, (ii) external damage, (iii) failures from the grid, the GPS/GPRS provider, distribution service operator, or power supply; (iv) faulty (a) installation, (b) assembly/disassembly, (c) modification, or (d) configuration, by a party not assigned by Alfen for this task; (v) faulty repair and/or maintenance of the EV Product(s) performed by an unauthorized party, (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 Products for a period of 5 years from the delivery of the EV Products.

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.

Alfen ICU B.V.

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