

HELIOX WARRANTY TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1. These Warranty Terms and Conditions ("**WTC**") apply to the Chargers sold and delivered by Heliox under the applicable sales agreement, purchase order, or other written agreement between Heliox and the customer (the "**Customer**") (the "**Sales Agreement**"). These WTC supplement the Sales Agreement and shall apply except where expressly modified in writing in the Sales Agreement.
- 1.2. These WTC apply to: i) all stationary charger systems and depot chargers, specific components, materials and equipment required for the integration and/or connection of the Chargers to the existing and/or available infrastructure and/or utilities on site, hereinafter together referred to as "**Charger Systems**"; ii) all mobile chargers ("**Mobile Chargers**"); (Charger Systems and Mobile Chargers together hereinafter referred to as the "**Chargers**"), sold and delivered by Heliox under a Sales Agreement with a Customer.
- 1.3. Unless defined elsewhere in these WTC, in these WTC capitalized terms shall have the following meaning:
 - "**Charging Session**" means an Electric Vehicle charging session with a Charger starting upon initiation of such charging session and ending when a termination request for the charging session is made.
 - "**Electric Vehicle**" means a vehicle that uses one or more electric motors or traction motors for propulsion, which uses the Chargers solely for charging.
 - "**Qualified Person**" means a person under Customer's supervision and control who is professionally qualified to store, use, operate and perform preventative maintenance of the Chargers in conformance with local building codes; for corrective maintenance, a Qualified Person should be trained by Heliox.
 - "**Warranty Services**" means repair or replacement services performed by Heliox after the acceptance of a Warranty Claim.

2. WARRANTY AND WARRANTY PERIOD

- 2.1 Subject to the exclusions and limitations described in **article 4**, Heliox warrants that Chargers shall be delivered free of defects in materials and workmanship (the "**Warranty**").
- 2.2 The Warranty shall remain in effect for a period of twenty-four (24) months from the date of commissioning of the Charger, if commissioning is required, or twenty-four (24) months from the date of shipment of the Charger if commissioning is not required. If commissioning has not occurred within six (6) months of shipment, the **Warranty Period** for Chargers requiring commissioning shall commence from the date of shipment. In no event shall the **Warranty Period** for Chargers requiring commissioning exceed thirty (30) months from the date of shipment of the Charger (the "**Warranty Period**").
- 2.3 "**Commissioning**" means the point at which the Charger has been installed, energized, and placed into normal operational service in accordance with applicable specifications.

3. WARRANTY PROCEDURE AND CONDITIONS

- 3.1 To obtain Warranty Services pursuant to these WTC, Customer must strictly adhere to the following procedure. If Customer fails to comply with the terms of this procedure the Warranty shall become null and void.

3.2 If a non-conformity with the Warranty is discovered during the Warranty Period, Customer shall promptly (ultimately within 10 (ten) days after such discovery) notify Heliox in writing of the alleged non-conformity (a "**Warranty Claim**"). Each Warranty Claim shall include:

- Notification of Warranty Claim
- Proof of purchase
- Name and contact information
- Description of the Chargers
- Serial number of the Charger
- Location of the Charger
- Description of the non-conformity

The Warranty Claim shall be submitted at the following address:

<https://emobility.usa.siemens.com/>

3.3 Customer shall not return or dispose of any Charger (parts) with respect to which it intends to make a Warranty Claim, without Heliox's express prior written authorization.

3.4 Heliox shall, within a reasonable time, examine the Warranty Claim (either through remote access or through a visit to Customer's site where the Charger is located (the "**Site**")) and inform Customer if Heliox accepts such Warranty Claim.

3.5 The performance of Warranty Services by Heliox under this WTC shall not extend or renew the original Warranty Period.

3.6 Heliox shall only bear the costs of any replacement parts, the transportation costs thereof to Customer and all direct labor costs in accordance with the Warranty Services under an accepted and justified Warranty Claim. All other costs, expenses and charges in connection with the Warranty Services, such as but not limited to costs, expenses and charges related to (de-)installation, decontamination, re-installation and transportation of non-conforming Chargers or parts thereof to Heliox and back to Customer, removal and replacement of other systems, structures or other parts of the Site, temporary power, travelling and lodging expenses from Heliox's employees and/or sub-contractors and legal and remedial costs shall be for Customer's risk and expense, unless Heliox and Customer have agreed upon otherwise in the Sales Agreement.

3.7 Heliox's total warranty costs, charges and expenses with respect to the Warranty Services to be performed under these WTC shall be limited to a maximum of the original purchase price of the Chargers as stated in the Sales Agreement. Any surplus shall be borne by Customer.

3.8 The costs in connection with an unaccepted and unjustified Warranty Claim of Customer shall be borne entirely by Customer.

3.9 If Customer transfers the ownership of the Chargers to an end-user and Heliox approves in writing with the transfer of the related rights and obligations of Customer under these WTC to such end-user, Customer shall pass on to its end-user in full the terms and conditions of these WTC, including the exclusions and limitations set forth herein. In the event that Customer extends or otherwise represents to an end-user that the warranties are more extensive or encompassing than those set forth herein, Customer shall indemnify Heliox for any warranty claims made by an end-user based on Customer's representations.

4. FAIR USE POLICY

4.1 The Warranty provided by Heliox is based on the following fair use policy conditions (**Fair Use Policy**): operation of the Chargers within their specified operating limits and rated conditions as described in the applicable Charger datasheet or product documentation.

- 4.2 Any costs related to the usage of the Chargers deviating from the Fair Use Policy are not covered under the Warranty. The specified temperature range does not include the impact of solar loading. For Chargers operating near the upper limit of the temperature range, the provision of appropriate sun covers, or shielding is the responsibility of the Customer.

5. WARRANTY EXCLUSIONS AND LIMITATIONS

- 5.1 The Warranty does not include or cover the following responsibilities, activities, services, failures or obligations (each an **Excluded Failure**). If a non-conformity under the Warranty is caused by an Excluded Failure, the Warranty shall be null and void with respect to such non-conformity.
- 5.1.1 Responsibility for any 3rd party back office installed for use with the Chargers, and any defective information and/or defective charger operations resulting from the use of such 3rd party back office.
- 5.1.2 The provision of new functional Software features.
- 5.1.3 The provision of the Warranty Services on a location not approved by Heliox (for instance, if the Mobile Chargers are moved to different locations).
- 5.1.4 Defects or failures arising from:
- Customer's failure to use the Chargers properly, including but not limited to non-standard usage, repeated transportation, usage conflicting with the instructions or manuals provided by Heliox, or the Fair Use Policy.
 - use or operation of the Chargers by any person not being a Qualified Person.
- 5.1.5 Defects or failures arising from abnormal or improper operational conditions, excessive hot or cold temperatures, excess vibration, dust, accident, abuse, vandalism, damage, misuse, or use by Customer of parts not supplied or approved by Heliox.
- 5.1.6 Replacement of equipment at or nearing scheduled overhaul (check product manual for more detail).
- 5.1.7 Any modification, repair, maintenance or alteration made to the Chargers by the Customer or any third party (including the end-user) without Heliox' prior written consent.
- 5.1.8 Defects or failures arising from improper installation of the Chargers by Customer or by a third party on behalf of the Customer or by the Customer itself.
- 5.1.9 Any de-energization of the grid connection (such as grid connection outage for a period of hours) or any other interruption to the supply of electricity from the local grid to the Chargers, including any constraint imposed by the operator of the public electricity distribution system, which results in a reduction in the amount of electricity which can be imported from the local grid via the grid connection.
- 5.1.10 Any defect or failure caused by the electric vehicle (including its battery).
- 5.1.11 Any issue related to interoperability of any Electric Vehicle with the Charger.
- 5.1.12 Any defect or failure caused from use of the Charger in connection with Electric Vehicles which are not compatible/interoperable with the Charger.
- 5.1.13 Any operational issue arising from updates to the bus/platform or back-office software not supplied by Heliox that cause the Charger to function inadequately.
- 5.1.14 Any external factors affecting the Charger while in the Customer's possession, including unusual physical or electrical stress such as power surges, uncontrolled voltages and currents, system harmonics, lightning, flood, fire, exposure to excessive hot or cold temperatures, or accidents.
- 5.2 Warranty Claims will furthermore not be accepted if Customer has not kept and shared with Heliox accurate and complete records of operation and maintenance of the Chargers during

the Warranty Period and/or refuses to permit Heliox to examine the Chargers and operating data to determine the nature of the Warranty Claim.

- 5.3 General appearance issues or damage to paint, including chips, scratches, dents and cracks are not covered by this Warranty.
- 5.4 If Heliox performs, or has performed, Warranty Services and it is subsequently determined that the Warranty Claim was caused by an Excluded Failure, such services shall not be covered under the Warranty, and Heliox shall be entitled to charge the Customer for the related costs, which the Customer shall pay.
- 5.5 If Heliox's investigation reasonably shows that any defect in or malfunctioning of the Charger is the result of an Excluded Failure, the Customer shall pay the related charges for the time incurred by Heliox in conducting the investigation and determining the cause of the defect or malfunctioning.