

## LIMITED PRODUCT WARRANTY

This Limited Product Warranty applies to customers who purchased electric vehicle supply equipment and/or related products (as applicable, a “Product”) from InCharge Energy, Inc. (“InCharge”) or one of its authorized distributors.

### Limited Warranty

Subject to the conditions set forth below, InCharge warrants to the original purchaser of the Product that all Products will be free from any defects in materials and workmanship under normal usage conditions (the “Limited Warranty”) for a period of two (2) years after either (i) the date of the initial installation of the Product or (ii) the date 60 days after shipment of the Product, whichever is sooner (the “Warranty Period”). If InCharge determines that the Product has become defective in breach of the Limited Warranty, InCharge will, following receipt of written notice of the defect received during the Warranty Period, either repair or replace the defective Product, at the election of InCharge. In the event that InCharge is unable to repair the Product, InCharge will replace the Product with the latest model/version of a similar product then in production.

Consumable parts and all costs of labor, travel, installation and/or repair are expressly not covered by the Limited Warranty.

InCharge reserves the right to change the terms of the Limited Warranty at any time so please review the Limited Warranty every time you place an order or otherwise acquire any Product. InCharge reserves the right to discontinue any of its products without notice and disclaims any warranty to repair or replace any such discontinued products.

### Replacement Parts

Any replacement parts provided by InCharge pursuant to the Limited Warranty may be remanufactured or reconditioned items or, if the exact item is no longer manufactured by InCharge, a part with substantially similar functionality will be supplied (as applicable, “Replacement Product”). Any Replacement Product so supplied will be warranted for (i) the remainder of the original Warranty Period, or (ii) 90 days from the date of delivery of such Replacement Product, whichever is longer.

### Exclusions for Limited Warranty

The Limited Warranty shall not apply to defects or service repairs resulting from any of the following:

- Force Majeure – Any occurrence or extraordinary event or circumstance beyond the control of InCharge, such as, but not limited to, acts of God, war, riot, weather event, or acts of nature.
- Use of a Product for any purpose other than to charge an EV.
- Use of a Product outside specified ambient conditions.



- Vandalism.
- Alteration or modification of a Product in any way not approved in writing by InCharge.
- Overvoltage due to lightning strike or grid imperfections.
- Grid instability, including but not limited to voltage imbalance, under voltage, excess grid harmonic distortion.
- Abuse, damage or other problem caused by negligence, misapplication or misuse of a Product.
- Improper installation, storage, maintenance or relocation of a Product. If InCharge has agreed in writing to provide maintenance services for any Product, the coverage and scope of such services will be covered by the terms and conditions of the separate maintenance agreement entered into by you and InCharge and not this Limited Warranty.
- Improper site preparation or maintenance.
- Damage due to accident, extreme power surge or extreme electromagnetic field.
- Use of a Product with software, interfacing, parts or supplies not supplied by InCharge.
- Use of decals or custom wraps that are applied to the Product.

### Third-Party Products

The Limited Warranty does not apply to any items manufactured by parties other than InCharge (“Third-Party Products”). If a third-party manufacturer provides a separate warranty with respect to a Third-Party Product, InCharge will include such warranty in the packaging of the Product.

### Obtaining Warranty Service

To obtain warranty service under the Limited Warranty, you must:

- Contact InCharge within 3 business days of becoming aware of the Product defect at +1-818-697-GOEV and ask for Customer Service;
- Email a written description of the Product defect along with any pictures or other evidence of the defect to the email address provided by the InCharge customer service agent; and
- If necessary, you may be required the Product, along with the Product's serial number, to:

InCharge Energy, Inc.  
11636 Busy Street  
Richmond, VA 23236  
USA

InCharge shall be responsible for (i) the cost of ground transportation to return to InCharge the defective Product (or component thereof), and (ii) cost of ground transportation to return the Replacement Product (or component) to the customers.

Any customer desiring a faster turnaround time may, at their own expense, either (i) return the defective Product (or component thereof) to InCharge at the address at forth above using its

preferred overnight or expedited shipment service, or (ii) issue a purchase order for a replacement product or component, and a replacement product or component shall be shipped by InCharge via ground transportation and the customer shall be invoiced. Upon its receipt of the defective Product (or component thereof), InCharge shall determine if Product (or component thereof) is covered under the Limited Warranty, and, if so, issue a credit memo against the applicable invoice.

InCharge reserves the right to review any returned Products. Any returned Product must remain available for inspection until the claim is finally resolved.

## Exclusions and Disclaimers

The Limited Warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental, consequential, or other damages, so the limitations herein may not apply to you. The terms of the Limited Warranty will apply to the extent permitted by applicable law.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INCHARGE OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, LICENSORS AND ASSIGNS, BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR DAMAGE TO REAL OR PERSONAL PROPERTY, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD-PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND/OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF INCHARGE OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE. NOTHING HEREIN SHALL LIMIT THE LIABILITY OF INCHARGE IN RELATION TO DEATH OR BODILY INJURIES.

THE WARRANTIES AND REMEDIES SET OUT IN THE LIMITED WARRANTY ARE EXCLUSIVE AND, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED.

IN THOSE JURISDICTIONS WHERE IT CAN LAWFULLY DO SO, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCHARGE AND ITS AFFILIATES HEREBY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF



VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

#### Limitations on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITATION SHALL APPLY TO ANY AND ALL DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH THEY ARE ASSERTED (INCLUDING, WITHOUT LIMITATION, CONTRACT, BREACH OF CONTRACT OR TORT), AND REGARDLESS OF WHETHER INCHARGE HAS BEEN ADVISED OF THE POSSIBILITY OF LOSS OR DAMAGES (UNLESS YOU PROVE THAT INCHARGE CAUSED DAMAGES TO YOU INTENTIONALLY). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AMOUNT OF INCHARGE'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE TOTAL PRICE ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER. THIS ALLOCATION OF RISK IS REFLECTED IN THE PRICE CHARGED FOR THE PRODUCT. YOU ACKNOWLEDGE THAT THE PRICE OF THE PRODUCT WOULD BE MUCH GREATER IF INCHARGE UNDERTOOK MORE EXTENSIVE LIABILITY.