

<u>TELLUS POWER GREEN</u> <u>STANDARD PRODUCT WARRANTY TERMS (PARTS,</u> <u>LABOR AND TRANSPORTATION)</u>

Tellus Power Green offers various products of EV Chargers. The products include AC and DC Fast Chargers with single and dual connectors with different charging standards depending upon the customers choice.

- Tellus Power provides warranty inclusive of 100% PARTS, LABOR AND TRANSPORTATION.
- Tellus Power products are covered by a warranty against the manufacturing defects.
- Under this guarantee, Tellus liability is limited to repair or replacement of the product with the same or equivalent, or reconditioned product warranted for 90-days or the balance of the original warranty whichever is longer.
- The warranty will not include removal costs, insurance costs, re-installation costs, loss of charging station revenue, nor loss or damage of any kind whatsoever, whether incidental, consequential or otherwise.

EXCLUSIONS FROM WARRANTY

IMPORTANT: The Limited Warranty and on your Product shall not apply to defects, or service repairs, resulting from any of the following:

- Damages due to normal wear and tear to charging cords, connectors, LCD/LED display, Touch Screen, or any product alteration or modification, misuse, abuse, accident, vandalism, acts of nature, power surges, or use of software, parts, or supplies not supplied by Tellus, and causes other than manufacturing defects not covered by the warranty.
- Force Majeure any occurrence or extraordinary event or circumstance beyond the control of Tellus Power Green that is an act of God or whether that occurrence is caused by war, riot, storm, (such as hurricane, flooding, earthquake, volcanic eruption, etc.), or other natural forces, including high input voltage from generators or lightning strikes or acts of nature or other causes.
- Any Alteration or Modification of the Product in any way not approved in writing by Tellus Power Green
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or misuse of the Products by customers or end users.
- Any damage to the EV charger cord, unless such damage is caused by a manufacturing defect in the cord or connector assembly.
- Improper site preparation or maintenance.

Tellus Power Green Irvine, CA, USA 92617



- that has been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Tellus Installation and Operations Manual or applicable laws or regulations;
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field.
- Use of the Product with software, interfacing, parts or supplies not supplied by Tellus Power Green.
- Tellus disclaims any liability for damage to product, property, or personal injury resulting in whole or in part, from improper installation, maintenance or use that is not in accordance with Tellus installation and maintenance procedures.
- Maintenance or use that is not in accordance with Tellus installation and maintenance procedures.
- that has been subjected to incidental or consequential damage caused by defects of other components of the electrical system

Third Party Products.

• This Limited Warranty is exclusive of products manufactured by third parties ("Third Party Products"). If such third party manufacturer provides a separate warranty with respect to the Third Party Product, Tellus Power Green will include such warranty in the packaging of the Tellus Power Green Product.



EVG LITEON HARDWARE WARRANTY

Standard Warranty term: LITE-ON warrants that products purchased hereunder are free and clear of all liens and encumbrances. LITE-ON warrants products to be free from defects in material or workmanship under normal use for a period of three (3) years from the invoice date. In the event that any defect found under normal usage condition during the above warranty period, LITE-ON will be responsible for repair or replacement at its sole discretion and subject to the replacement may be refurnished products. All repair covered by this warranty must be done at LITE-ON's factory, or other repair facilities as designated by LITE-ON unless LITE-ON specifically directs that this service be performed at another location or service provider. Customer shall, at its own costs, be responsible for shipping the defective products to designated repair facilities subject to the RMA issued by LITE-ON, and LITE-ON will be responsible for shipping back the repaired products or replacement to customer. LITE-ON shall not have any warranty obligations for claims (i) caused by the misuse or abuse of products or end users; (ii) caused by the modifications, combination or repairs made to or disassembly of products by any person other than LITE-ON unless receiving LITE-ON's authorization; or (iii) in relation to the appearance damage. This Warranty Term states the exclusive liability of LITE-ON and the exclusive remedy of buyer/customer with respect to any claim or defects of the products.