

## HELIOX WARRANTY TERMS AND CONDITIONS

### 1. APPLICABILITY

1.1 These Warranty Terms and Conditions (“WTC”) apply next to and are complimentary to the Heliox General Terms and Conditions of Sales, unless otherwise agreed with the customer (the “Customer”) in the sales agreement (a “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” an Electric Vehicle charging session with a Charger starting upon initiation of such charging session and ending when the termination request for such 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 maintain the Chargers; for the installation, 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.

1.4 In case of any contradiction between the provisions of these WTC and the provisions of the Sales Agreement, the provisions of the Sales Agreement shall prevail.

### 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 end:

- For Charger Systems: after expiration of a period of 24 (twenty four) months as of the date of delivery of the Charger Systems in accordance with the Sales Agreement, or, in the event of an Charger System: any earlier on the date that the charger has performed 3.000 (three thousand) Charging Sessions (the “Charger System Warranty Period”). For Mobile Chargers: after expiration of 12 (twelve) months as of the date of delivery of the Mobile Charger in accordance with the Sales Agreement or any earlier on the date that the Mobile Charger has performed 1.000 (thousand) Charging Sessions (the “Mobile Charger Warranty Period”).

The Charger System Warranty Period and the Mobile Charger Warranty Period together hereinafter referred to as the “Warranty Period”.

### 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 to 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 contract information;
- Description of the Chargers;
- Serial number of the Charger;
- Location of the Charger;
- Description of the non-conformity; and

The Warranty Claim shall be sent to the following address:

[service.na@heliox-energy.com](mailto:service.na@heliox-energy.com).

3.3 Customer shall not return or dispose 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 hereof 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 mentioned 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**):

Standard climate/environmental conditions Chargers designed for (as further detailed in Charger leaflet):

- Temperature range:
  - -20 to 40°C
  - Environmental : ISO 12944 C4
  - ANSI/ASI 12.12.1
  - Non-hazardous or non-explosive proof (ATEX/NEC)
- Protection : EN 60529 IP54
  - : EN 62262 IK10
  - (IK8 for screens).

4.2 Any costs related to the usage of the Chargers deviating from the Fair Use Policy are not covered in the Warranty. Temperature range does not include impact of solar loading; for Chargers that operate in the upper bandwidth of this temperature range, provision of appropriate sun covers/shielding is responsibility of the Customer.

## 5. WARRANTY EXCLUSIONS AND LIMITATIONS

5.1 The Warranty does explicitly not include nor cover the following responsibilities, activities, services, failures or obligations (**Excluded Failure**). In case of a non-conformity of the Warranty is caused by an Excluded Failure, the Warranty shall be null and void:

- 5.1.1. Responsibility for any 3<sup>rd</sup> party back office installed for use with the Chargers, and any defective information and/or defective charger operations resulting from the use of such 3<sup>rd</sup> 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 and usage conflicting with the instructions or manuals provided by Heliox, and 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, dust, accident, abuse, vandalism, damage, misuse, or use by Customer of parts not supplied or approved by Heliox;
- 5.1.6. Defects or failures, arising from any unnecessary activation of the emergency stop of the Charger;
- 5.1.7. Replacement of equipment at or nearing scheduled overhaul (check product manual for more detail);
- 5.1.8. Modifications repair, maintenance or alterations made to the Chargers by Customer or a third party (including the end-user) without Heliox' prior written consent;
- 5.1.9. 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;
- 5.1.10. Any de-energisation 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;

- 5.1.11. Any defect or failure caused by the electric vehicle (including its battery);
  - 5.1.12. Any issue related to interoperability of any Electric Vehicle with the Charger;
  - 5.1.13. Any defect or failure caused by the use of the Charger in connection with Electric Vehicles which are not compatible/interoperable with the Charger;
  - 5.1.14. Any operational issue arising from a(n) update to the bus/platform or back office software not supplied by Heliox causing the Charger to not function adequately;
  - 5.1.15. Any external factors effecting 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 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 in circumstances where it is established that the Warranty Claim was caused by an Excluded Failure, then these shall be excluded from the Warranty and Heliox may charge, and the Customer shall pay, the related additional charges.
- 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 additional charges in respect of the time incurred by Heliox in making the investigation and determining the cause of the defect in or malfunctioning of the Charger.

## 6. FORCE MAJEURE

Heliox shall not be obliged to accept a Warranty Claims or perform Warranty Services, in case of Act of God, directive of Government or of persons purporting to act therefore, legislation, pandemic, epidemic, lock down, war, civil disturbance, fire, drought, failure of power supply, explosion, riot, disturbances or standstill of essential production equipment, flood, earthquake, lock-out, transportation issues, shortage of essential raw materials, strike or other action taken by employees in contemplation of or furtherance of a trade dispute or owing to any liability to procure materials or force majeure of any other nature, including non- or late delivery due to non- or late fulfilment of obligations of subcontractors of Heliox or transportation companies engaged by Heliox and/or solvency and/or liquidity issues and/or bankruptcy of third parties engaged by Heliox, in so far as any of these circumstances prevent Heliox's performance of its obligations set out in these WTC.

## 7. DISCLAIMER

The Warranties as set out in these WTC are exclusive and in lieu of any other warranties, whether statutory, oral, written, express or implied, including, but not limited to, merchantability or fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, to the fullest extent allowed by applicable law. Customer's exclusive

remedies and Heliox's only obligation arising out of or in connection with defective Chargers, whether based on Warranty, contract, tort (including negligence) or otherwise, shall be those stated herein.

#### **8. GOVERNING LAW AND DISPUTES**

These WTC are exclusively governed the laws of the state of Delaware, with the exclusion of the Vienna Sales Convention. Any dispute or claim arising from or in connection with these WTC or its subject matter (including any question regarding its existence, validity or termination) shall be submitted to the competent courts of the state of Delaware. However in case Heliox is the plaintiff, Heliox may at its sole discretion submit any such dispute either to the competent courts in the venue of Customer's registered office. Customer hereby irrevocably waives any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgement (including but not limited to a default judgment) of any such court in relation to these WTC, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.