

Warranty excerpt from ABB E-MOBILITY NORTH AMERICA GENERAL TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

ARTICLE 6 WARRANTY

6.1 **Warranty for Equipment.** Seller warrants that the Equipment will be free of defects in material and workmanship during the applicable warranty remedy period and as delivered, the Equipment will comply with all Laws ("**Equipment Warranty**").

6.1.1 The period of validity of the Equipment Warranty for Equipment (but excluding spare parts and Firmware) begins upon manufacture and ends on the earlier of (i) thirty (30) months from the date of Delivery Notice or (ii) twenty four (24) months from commissioning (the "**Equipment Unit Remedy Warranty Period**").

6.1.2 The period of validity of the Equipment Warranty for new spare parts will begin upon shipment of the spare part and ends twelve (12) months after date of shipment of such spare part the "**New Spare Parts Remedy Warranty Period**").

6.1.3 The period of validity of the Equipment Warranty for refurbished or repaired parts begins upon shipment and ends ninety (90) days after date of shipment of such refurbished or spare part (the "**Refurbished Spare Parts Remedy Warranty Period**").

6.1.4 The Equipment Unit Remedy Period, New Spare Parts Remedy Period and Refurbished Spare Parts Remedy Warranty Period are collectively, the "**Equipment Remedy Warranty Period**"). Buyer will not return or dispose of any Equipment or part thereof with respect to which it intends to make a claim under the applicable Equipment Warranty without Seller's express prior written authorization.

6.2 **Warranty for Services.** Services will be free of defects in workmanship ("**Services Warranty**") during the Services Remedy Warranty Period. The period of validity of the Services Warranty begins upon the date of completion of such Services and ends ninety (90) days after the date of completion of Services (the "**Services Remedy Warranty Period**").

6.3 **Warranty for Firmware.** The Firmware will execute in accordance with Seller's published specifications (the "**Firmware Warranty**"). Seller does not warrant that the functions contained in the Firmware will operate in software combinations which may be selected for use by Buyer, or that the Firmware are free from errors in the nature of what is commonly categorized by the computer industry as "bugs". The period of validity of the Firmware begins upon shipment of the Equipment and ends on the earlier of (a) one (1) year from the date of Delivery Notice or (b) one (1) year from commissioning of the Equipment (the "**Firmware Remedy Warranty Period**").

6.4 **Warranty Claims.** Buyer will diligently and promptly pursue any valid claims it may have under the applicable warranties set forth in Articles 6.1-6.3 but may only pursue remedies:

6.4.1 during the applicable period of validity of such warranty; or

6.4.2 thirty (30) days from completion of a warranty claim, whichever is later. The original period of validity of a warranty will not otherwise be extended.

6.5 **Warranty Exclusions of Equipment, Services, Firmware.** In order to be eligible for an Equipment Warranty, Services Warranty, or Firmware Warranty, the Equipment must:

6.5.1 be under normal and proper use,

6.5.2 be properly stored, installed, operated and maintained in compliance with Seller's published specifications and instructions;

6.5.3 not be altered;

6.5.4 not have been subjected to misuse, negligence or accident;
6.5.5 not have been used in a manner contrary to Seller's instructions;
6.5.5 not be comprised of materials provided by or a design specified by Buyer;
6.5.6 not be the result of consumable parts or components (e.g., batteries, filters, belts);
6.5.7 not be damaged by disaster (e.g., fire, flood, wind, earthquake or lightning) or other causes beyond the control of Seller (e.g., excessive voltage, mechanical shock or water damage);
6.5.8 not be defective due to alteration or repair by anyone except Seller or Seller's authorized representatives;
6.5.9 be manufactured by Seller and bearing its nameplate;
6.5.10 be in compliance with Seller's published specifications and instructions;
6.5.11 have been purchased through Seller's authorized channels; and
6.5.12 if required to be returned to Seller, at Buyer's sole cost and expense. Buyer is responsible for all freight associated with warranty returns.

6.6 Warranty for Equipment Manufactured by Third Party. Equipment supplied by Seller but manufactured by third parties is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by such the manufacturer which Seller assigns to Buyer upon full payment of the Price.

6.7 Additional Firmware Warranty Exclusions. For a Firmware Warranty, Seller will have no obligation with respect to any nonconformities resulting from:

6.7.1 unauthorized modification or use of the Firmware;
6.7.2 Buyer-supplied software or interfacing software, components or content that Seller does not provide, or from any interactions between the software and application programming interfaces, applications, services, products, or software provided by a third party, and
6.7.3 viruses, malicious software, or other disruptive programs or applications that Buyer, its agents, or its licensed users introduce into the Firmware.

6.8 Warranty Remedy.

6.8.1 If a nonconformity to the Equipment or Services is discovered during the Equipment Remedy Warranty Period or the Services Remedy Warranty Period, respectively, Seller will, at its option, either (a) repair or replace the nonconforming portion of the Equipment; (b) re-perform the nonconforming Services; or (c) refund the portion of the Price applicable to the nonconforming portion of Equipment or Services.

6.8.2 If a nonconformity to the Firmware is discovered during the Firmware Remedy Warranty Period or the Services Remedy Warranty Period, Seller will correct the nonconformity by, at its option, either (a) modifying or making available to Buyer instructions for modifying the Firmware; (b) making available to Buyer necessary corrected or replacement firmware.

6.9 Advice: Seller may provide recommendations and advice (collectively, "**Advice**") on work performed by Buyer, its customer, its subcontractors or agents (collectively, "**Buyer's Work**"), Buyer acknowledges, covenants and agrees that:

6.9.1 Although Seller may provide Advice in connection with Buyer's Work in order to assist Buyer with Buyer's management and supervisory functions and in making decisions in connection with Buyer's Work, Seller's Advice excludes any management or supervisory responsibility in connection with Buyer's Work and Seller will not assume any responsibility or liability for Buyer Work, its use, implementation, output and fitness for purpose, nor for the operation of Buyer's equipment, which responsibility will remain entirely with Buyer;

6.9.2 The Advice may indicate areas of risk and the means by which such risks may be mitigated. It is not possible to guarantee or warrant the outcome of such risk mitigation;

6.9.3 Buyer is responsible for determining whether the Advice are appropriate for Buyer's stated or intended purposes and it is the sole responsibility of Buyer to decide whether and how such Advice may be implemented;

6.9.4 Buyer retains at all times care, custody and control of Buyer's Work and must ensure appropriate security and supervision thereof;

6.9.5 Any Advice are specific to given circumstances, and Buyer will seek Advice from, or enquire with, Seller if Buyer's Work is delayed, is to be repeated or if seemingly similar work is to be undertaken.

6.9.6 Nothing herein is or will be deemed to be a warranty provided by Seller to Buyer in respect of any Advice including the adequacy, correctness or sufficiency of any such work, and all warranties are hereby expressly disclaimed mutatis mutandis.

6.10 Submission of Warranty Claim. Any warranty claim must be submitted to Supplier with a description of the nonconformity and complete information about the manner of its discovery. Seller must be able to visibly see the nonconformity and be able to replicate the nonconformity. Buyer will strictly comply with Seller's return policy set forth in Schedule A attached hereto.