

# Electric Mobility

## **General Warranty**

# GENERAL WARRANTY

## 1. Products covered by this General Warranty.

Commercial product range: NB 120, NB 240, NBi, NB Station Gen 3, NBw30, NB POD, NB Dispenser and Pantograph Control Box.

## 2. Warranty Conditions and Warranty Period.

The product covered by this warranty (The Product) manufactured by Power Electronics (the Seller), has a warranty period of three (3) years since its delivery (hereinfter referred as "Delivery"), against any defect which can be directly and exclusively attributed to design, workmanship or material defect, provided those faults or defects are identified within the warranty period. For clarification purposes, Delivery of the Product shall be understood as it is defined in the Supply Agreement. To the extent of this document, Supply Agreement shall be understood as the Supply Agreement/Purchase Order or any other applicable document executed between the parties in relation to the Products.

In application of this warranty, the Seller commits to repair or replace the faulty parts with new or reconditioned parts. In case of fault or defect, the Buyer shall notify the Seller in writing, by means of their Technical Service representative, of the presence of any fault or defect within 5 days from the date the Buyer knew, or should have known of the fault, or defect. Failure to notify the Seller of any fault or defect in a timely manner may result in further damage to the equipment and possible non-validity of this general warranty with respect to the faulty Product. However, this warranty shall remain valid to the extent of the Buyer's failure to notify the Seller if the fault or defect does not cause any additional material damage or defect to the Product.

All expenses caused by transport, customs and handling expenses will be covered by the Seller in DAP conditions. If Seller has headquarters in the country of destination, the delivery conditions can be DDP if agreed.

The performance of any task, repair or modification in the Product without previous written approval from the Seller, may result in the non-validity of this general warranty over the Product.

This warranty is transferable previous authorization of the Seller, but only for the remaining warranty period and provided that the purchase price has been paid. In the event of a transfer, transferee shall be subject to the same limitations and obligations as the original purchaser. Warranty transfers with no previous communication can cause warranty void.

The Seller shall, at their discretion, forfeit all warranty rights of the Buyer in case of any breach of Seller's obligations. The validity of this general warranty is subject to the fulfillment by the Seller of their obligations under the Supply Contract.

This warranty exclusively includes the repair of defects and/or replacement of faulty parts and components on our own manufactured products.

If the Buyer requires any support from Seller when the warranty period has expired, the Product can be repaired or replaced under quotation acceptance by either the Buyer or any other subsequent owners.

The repair or replacement of a faulty equipment shall not extend the warranty period of the Product. In the event of replacement of a defective Products or any parts thereof, title to the defective Product or part shall transfer to the Seller upon Delivery of the replacement Product or part.

This warranty conditions will not guarantee any fitness for a particular purpose or equipment availability other than what is reflected in this document. In any case, the Buyer's right to claim damages shall not exceed the value of the faulty or defective Products. This general warranty does not affect your existing, statutory rights and shall be subject to the applicable law in accordance with the Supply Agreement.

### 3. Warranty Limitations.

The warranty shall not be applicable to any Product's claims or defects which are caused by:

- I. Failure to observe the Seller's instructions regarding transport, installation, operation, maintenance and storage of the Product,
- II. Failure to commission the Product within six (6) months from the warranty starting date, or if the Product has been commissioned, shutting down or depowering the Product for a period exceeding six (6) months. In case of the Buyer foresees to store the Product prior to commissioning or to depower the Product after commissioning, should contact to the Seller in order to request for long term storage instructions.
- III. Careless or improper use of the Products.
- IV. Lack of preventive maintenance according to the Seller's O&M manual and/or failure to provide the maintenance reports in accordance with the O&M manuals.
- V. Repairs or modifications made by the Buyer or any third party without prior written authorization from the Seller.
- VI. Negligence during the implementation of authorized repairs or modifications mentioned at point (V.)
- VII. Normal tear and wear of the Product.
- VIII. In case labels or serial numbers of the device or components are modified, missing or illegible.
- IX. Anomalies caused by, or connected to the elements integrated directly by the Buyer or any third party.
- X. Damages caused by accidents implying that the Product is outside of its transport, storage and operational specifications.
- XI. Damages by external causes (such as environmental effects including but not limited to lightning, flood, earthquake), or by the extraordinary caused by an overcharge of work load, wrong use or external causes such as excessive humidity, dust presence, corrosive products, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply, or vandalism, abuse, accident (including but not limited to physical damage from being struck by a vehicle), etc. and in general faults which are not attributable to the Seller or out of the Seller's reasonable control.

This general warranty excludes:

- I. All components that must be replaced periodically such as fuses, lamps, holders, connectors, cable management systems, cooling units, batteries & air filters or consumable materials subject to normal and reasonable wear and tear.
- II. Parts that are not manufactured by PE under its own brand. In that case, PE will directly transfer third-party warranty conditions.
- III. Aesthetic defects (such as scratches and dents or normal aging), except if such defects clearly affect to the normal operation of the equipment, equipment lifetime or equipment's performance.
- IV. The damages caused for corrosive environments unless the appropriate protection degree is requested to the Seller. Under no circumstances Seller will be liable if the requested protection degree is not adequate.
- V. Damage to the Product caused by software, interfacing, parts, supplies or any other product not supplied by Seller.

#### 4. Indemnity and Limitation of Liability.

The warranty will not cover in any case the damage, whether direct or not, to people or objects, and in no case will the faulty equipment include compensation or payment for lack of productivity by the Buyer or by the final user, replacing any other warranty conditions that could be previously agreed by Seller and Buyer.

The Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of applicable mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits whether based on contract, tort, or any other legal theory even if Seller has been advised of the possibility of such damages.

In case the Buyer transfers the Product to any third party by virtue of any agreement, Seller shall not be liable of any obligations different than the ones included in this document and Buyer will indemnify and hold harmless Seller for any claim that arises from such transfer.

Seller does not warrant that any Product will operate without interruption.

In any event, the Seller's total liability shall not exceed price of the Product as it is stated in the Supply Agreement.

Lliria, 11th January, 2022,



Luis Alcázar

Director Calidad Corporativo

