

VERSICHARGE BLUE™ AC SERIES

Limited Warranty

June 2023

usa.siemens.com/versicharge

Limited Warranty Siemens Industry Inc., EMobility (“Siemens”) has developed highly reliable EV Supply Equipment (EVSE), , branded as “VesiCharge Blue”, that is designed to withstand normal operating conditions when used in compliance with the included Siemens Installation and Operations Manual. The Siemens limited warranty (“Limited Warranty”) covers defects in workmanship and materials of the VersiCharge Blue for a period of five (5) years (the “Warranty Period”) from the date of registration of such VersiCharge Blue by the original purchaser via the registration portal (usa.siemens.com/eMobilityCloud). The VersiCharge Blue must be registered within 90 days of purchase to activate the Limited Warranty including the Siemens Care package.

The Limited Warranty does not apply to, and Siemens will not be responsible for, any defect in or damage to any Siemens VersiCharge Blue: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) 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 Siemens Installation and Operations Manual or applicable laws or regulations; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of God, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Siemens VersiCharge Blue specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to damage caused by defects of other components of the electrical system or service; or (5) if the original identification markings (including trademark or serial number) of such VersiCharge Blue have been defaced, altered, or removed. The Limited Warranty does not cover costs related to the removal or installation of the VersiCharge Blue or troubleshooting of the customer’s electrical systems.

During the Warranty Period, Siemens will replace the VersiCharge Blue free of charge, provided Siemens through inspection establishes the existence of an issue covered by the Limited Warranty (the “Remedy”). Siemens will, at its option, use new and/or reconditioned parts in providing the Remedy. Siemens reserves the right to use parts or products of original or improved design in the Remedy VersiCharge Blue. The Limited Warranty continues for the remainder of the original Warranty Period or ninety (90) days from the date of Siemens’ return shipment of the repaired or replacement product, whichever is later.

The Limited Warranty covers both parts and labor necessary to provide a Remedy, but does not include labor costs related to uninstalling the VersiCharge Blue or reinstalling the replacement product. The Limited Warranty also covers the costs of shipping Siemens VersiCharge Blue’s to

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Siemens (where Siemens has first issued a Return Merchandise Authorization (“RMA”) number for such product) as well as the replacement product from Siemens to customer, via a non-expedited freight carrier selected by Siemens, to and from locations within the United States (including Alaska and Hawaii) and Canada only.

The Limited Warranty does not cover shipping damage or damage resulting from mishandling by the freight carrier. Where customer seeks to remedy damages caused by the freight carrier, such claims must be pursued directly against the freight carrier and not against Siemens. Siemens’ obligations under this Limited Warranty are conditioned upon the customer’s strict compliance with the following policy and procedure for the applicable VersiCharge Blue:

The VersiCharge Blue must be returned with a RMA number which customer must request from Siemens through the following website usa.siemens.com/createcase or by calling +1 (855)950-6339.

RMA request must include the following information: (1) Proof-of-purchase of the VersiCharge Blue in the form of (a) the dated purchase receipt from a Siemens-authorized seller for the original purchase of the product at point of sale to the end user, or (b) the dated dealer invoice or purchase receipt showing original equipment manufacturer (OEM) status; (2) Model number; (3) Serial number; (4) Detailed description of the defect; and (5) Shipping address for return of the repaired or replacement product.

All VersiCharge Blue’s authorized for return must be returned in the original shipping container or other packaging that is equally protective of the product. The returned VersiCharge Blue must not have been disassembled or modified without the prior written authorization of Siemens.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SIEMENS AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY AND SIEMENS’ AND ITS SUPPLIERS’ MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE VERSICHARGE BLUE AT ISSUE. CUSTOMER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL GOVERN AND CONTROL OVER ANY OTHER REMEDIES TO WHICH CUSTOMER MAY OTHERWISE BE ENTITLED AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE, EVEN IF SIEMENS HAS BEEN ADVISED BY THE CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent any implied warranties are required under applicable law to apply to the Siemens VersiCharge Blue, such implied warranties shall, to the extent permitted by applicable law, be limited in duration to the Warranty Period. In states and provinces which do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the customer specific legal rights, which are the customer’s

exclusive remedies hereunder. The customer may have other rights that vary from state to state or province to province.

Through registration of the Limited Warranty or use of the VersiCharge Blue, the parties irrevocably consent and agree that any controversy or claim arising out of or related to this Limited Warranty shall be resolved by arbitration pursuant to this Section and the then current rules and supervision of the American Arbitration Association. The arbitration shall be held in Delaware before a single arbitrator who is knowledgeable about commercial contract disputes. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. The arbitrators shall apply and be bound to follow the substantive laws of the State of Delaware without regard to the conflict of laws provisions thereof. Costs and expenses shall be borne as provided by the rules of the American Arbitration Association. The arbitrators may order the parties to exchange copies of exhibits and copies of witness lists in advance of the arbitration hearing. However, the arbitrator shall have no other power to order discovery or depositions unless and then only to the extent that all parties otherwise agree in writing.

Legal Manufacturer

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Telephone: (855) 950-6339, option 9, or
www.usa.siemens.com/createcase for
service.

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