

11: Warranty

11.1 Limited Warranty

Siemens Industry Inc., Future Grid, EMobility ("Siemens") has developed a highly reliable EV Supply Equipment (EVSE), branded as VersiCharge ("VersiCharge EVSE"), that is designed to withstand normal operating conditions when used in compliance with the Siemens Installation and Operations Manual supplied with system as originally shipped by Siemens. The Siemens limited warranty ("Limited Warranty") covers defects in workmanship and materials of the VersiCharge EVSE ("Defective Product") for a period of three (3) years (the "Warranty Period") from the date of registration of such VersiCharge EVSE via the registration portal (weblink). The VersiCharge EVSE must be registered within 90 days of purchase to activate the warranty policy 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 EVSE: (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 EVSE specifications, including high input voltage from generators or lightning strikes; (4) that has been subjected to incidental or consequential damage caused by defects of other components of the electrical system; or (5) if the original identification markings (including trademark or serial number) of such VersiCharge EVSE have been defaced, altered, or removed. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the customer's electrical systems. Siemens' aggregate liability under the Limited Warranty shall not exceed the original cost of the Defective Product.

During the Warranty Period, Siemens will, at its option, repair or replace the non-compliant portion of the Defective Product free of charge, provided that Siemens through inspection establishes the existence of a Defective Product covered by the Limited Warranty. Siemens will, at its option, use new and/or reconditioned parts in repairing or replacing the Defective Product.

Siemens reserves the right to use parts or products of original or improved design in the repair or replacement of Defective Product. If the product has a Wi-Fi module and contains a defect due to the faulty Wi-Fi module, Siemens may replace only the Wi-Fi module or the entire unit at its sole and absolute discretion. If Siemens repairs or replaces a Defective Product, the Limited Warranty continues on the repaired or replacement product 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 repair the non-compliant portion of the Defective Product, but

does not include labor costs related to un-installing the Defective Product or re-installing the repaired or replacement product. The Limited Warranty also covers the costs of shipping Siemens VersiCharge EVSE's to Siemens (where Siemens has first issued a Return Merchandise Authorization / Return Goods Authorization ("RMA" / "RGA") number for such product) as well as repaired or 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, but not to or from other locations outside the United States or Canada.

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' repair and replacement obligations under this Limited Warranty are conditioned upon the customer's strict compliance with the following policy and procedure:

- All Defective Product must be returned with a RMA / RGA number which customer must request from Siemens.
- RMA/RGA request must include the following information:
 - Proof-of-purchase of the Defective Product in the form of (1) the dated purchase receipt from the original purchase of the product at point of sale to the end user, or (2) the dated dealer invoice or purchase receipt showing original equipment manufacturer (OEM) status.
 - Model number of the Defective Product
 - Serial number of the Defective Product
 - Detailed description of the defect
 - Shipping address for return of the repaired or replacement product
- All Defective Product authorized for return must be returned in the original shipping container or other packaging that is equally protective of the product.
- The returned Defective Product 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 DEFECTIVE PRODUCT AT ISSUE, OR ONE MILLION DOLLARS,

WHICHEVER IS LESS. 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 EVSE, 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.

12: Help!

Call us any time, any day at: 1- 800-333-7421 or
Email us at: helpline.sii@siemens.com