

General Guarantee Terms and Conditions for AC wall-box Electric Vehicle Chargers

1. Guarantor

DELTA ELECTRONICS (NETHERLANDS) B.V. (hereinafter: "DELTA")

Zandsteen 15,
2132 MZ Hoofddorp
The Netherlands

grants to customer purchasing Delta AC wall-box electric vehicle chargers (hereinafter: "Products") directly from DELTA (hereinafter: "Customer") a manufacturer's guarantee in accordance with the terms and conditions outlined below.

2. Guarantee covered Products and guarantee period

The Product guarantee period is 24 months from invoicing date from Customer to End-user, however it is limited to 30 months from invoicing date from DELTA to Customer. Date of invoices to be proven by Customer.

The replacement Product's guarantee period is equal to the remaining guarantee period of the replaced defective Product or 6 months from shipment date of replacement or repaired Product.

Wearing parts in the Products including without limitation, all types of charging connectors including the charging cable are not covered by this guarantee.

2.1. Geographic scope

The guarantee is valid only for Customers with residence or domicile in Switzerland or an EU member state, excluding Cyprus, Malta and the overseas countries and territories and outermost regions according to Article 349 TFEU.

3. Technical support

Delta provides Customer with L2 technical support through telephone and ticketing tool (email or web) for Customer claims including technical consultancy in reasonable extent.

The technical support service is provided during working days and office hours 9:00AM – 5:00PM CET/CEST in English language.

4. Guarantee claims

If within the guarantee period a Product or its part exhibit a defect covered by this guarantee which compromises functioning of the Product (a guarantee claim), DELTA will replace the Product with new one or a used of equivalent type and age.

The guarantee covers costs of the replacement Product and transport costs - pick up of batch of

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claimed units from Customer and batch shipment of the Product to the Customer. Any customs, duties and other related costs shall be borne by the Customer.

The providing of the replacement Product constitutes DELTA's entire obligation and Customer's sole remedy regarding Product defect, to the fullest extent permitted by applicable law, in no event will DELTA be liable for any special, incidental, punitive or consequential damages (including without limited to, loss profits or revenue, loss of data, loss of use, loss of business opportunities or other economic advantage, or loss of goodwill), or for the costs of procuring substitute Products, arising out of, relating to or in connection with Product defect, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), Product liability or otherwise, whether or not DELTA has been advised of the possibility of such loss or damages.

No further guarantee claims accrue, including particularly claims for damage or expense reimbursement.

4.1. Processing of guarantee claims

The procedure for filing a guarantee claim is as follows:

- The Customer first completes the Return Material Authorization (RMA) form (Appendix 2) describing the error in detail and sends the RMA form to the address EVCS.SERVICE@deltaww.com.
- The DELTA Service team reviews the information provided within RMA form, checks guarantee (guarantee predetermination) and contacts the Customer in case of any questions or missing data.
- On the basis of the information provided by the Customer DELTA then decides to how to proceed
- In case of replacement, DELTA will assign the RMA number and inform Customer about next steps.

4.2. Delivery of replacement Product

The following procedure applies for delivery of a replacement Product: The Customer receives an information from DELTA in which a reference number (RMA number) is assigned. Customer is obliged to pack the Product adequately to prevent transport damage, mark it with assigned RMA number and provide shipment's dimensions and weight information to DELTA. DELTA picks up batch of defective Products from Customer. As soon as the defective Product is received by DELTA and analysis proves the defective Product is covered by guarantee (no guarantee exclusions are applicable), DELTA ships out batch of replacement Products to Customer. Upon delivery of the replacement Product the remaining guarantee period applies to the replacement Product.

Delta is entitled to provide to Customer refurbished Product as replacement Product, provided the functionality of the replacement Product is not impaired.

4.3. Guarantee exclusions and limitations

Excluded from DELTA's guarantee and liability are claims based on any of these circumstances:

- Improper installation, commissioning and configuration
- Incorrect use or operation
- Failure to comply with the operating, installation and/or maintenance manual

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- Heavy soiling with dirt or dust
- Exposure to condensing humidity conditions or to water ingress beyond the specification of the Product
- Changes to the Product, serviced and/or repaired by unauthorized personnel or service and repair organizations without prior approval from DELTA
- Failure to comply with the applicable safety regulations
- Wearing of the parts (e.g. charging gun, external connection cables)
- Vandalism
- Purely aesthetic defects which have no effect on Product functionality or operability
- Force majeure (in particular storm damage, lightning, fire, thunderstorm, flood, armed conflict, etc.)

This guarantee does not apply to Product which have been subject to abuse, misuse, accident, alteration, neglect. DELTA shall be entitled to make final determination as to the existence and cause of any alleged defect.

DELTA makes no other guarantees under this agreement, express or implied, and DELTA hereby disclaims all guarantees including without limitation any implied guarantee of merchantability, fitness for particular purpose and non-infringement.

DELTA will not be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, data or use, whether in an action in contract or tort, even if advised of the possibility of such damages. These limitations of liability will survive notwithstanding the failure of essential purpose of any limited remedy.

The exclusions and limitations of the guarantee do not apply as far as they are in contrary to compulsory law.

Should a guarantee claim prove invalid after a defective Product is received back by DELTA or during efforts by DELTA to repair a defective Product accordingly to this article as well as for claims with no defect found (NDF) DELTA is entitled to charge Customer as for out of guarantee Product replacement service.

5. Processing of non-guarantee repairs

For Products not covered by guarantee DELTA offers, at its discretion, replacement or repair of the Product.

To commission such out of guarantee replacements or repairs the Customer must use the RMA form. After the RMA number is assigned, the Customer receives an information from DELTA in which a reference number (RMA number) is assigned. Customer is obliged to pack the Product adequately to prevent transport damage, mark it with assigned RMA number and provide shipment's dimensions and weight information to DELTA. DELTA picks up batch of defective units from Customer. As soon as the defective Product is received and analyzed by DELTA, and if possible, Product replacement or repair of Product is performed, the replacement Product or repaired Product is shipped back to Customer with invoice for out of guaranty replacement or repair done.

DELTA reserves the right to reject a repair request if upon inspection the defect proves irreparable, or beyond economical repair, or Delta may decide to provide replacement Product instead. In case of replacement the Product shall be replaced by the used Product of equivalent type and age. In case the Product is irreparable and Product replacement is not possible DELTA ships defective Product back to Customer.

The guarantee period for repaired and/or replaced Product is 6 months from the date of repair/replacement.

6. Concluding provisions

This guarantee is subject to the laws of the Netherlands. The place of jurisdiction for any disputes arising from or in connection with this guarantee shall be that of the DELTA branch office located in Hoofddorp, The Netherlands. DELTA reserves the right however to file suit before the court at the Customer's place of business.

7. Delta Contacts

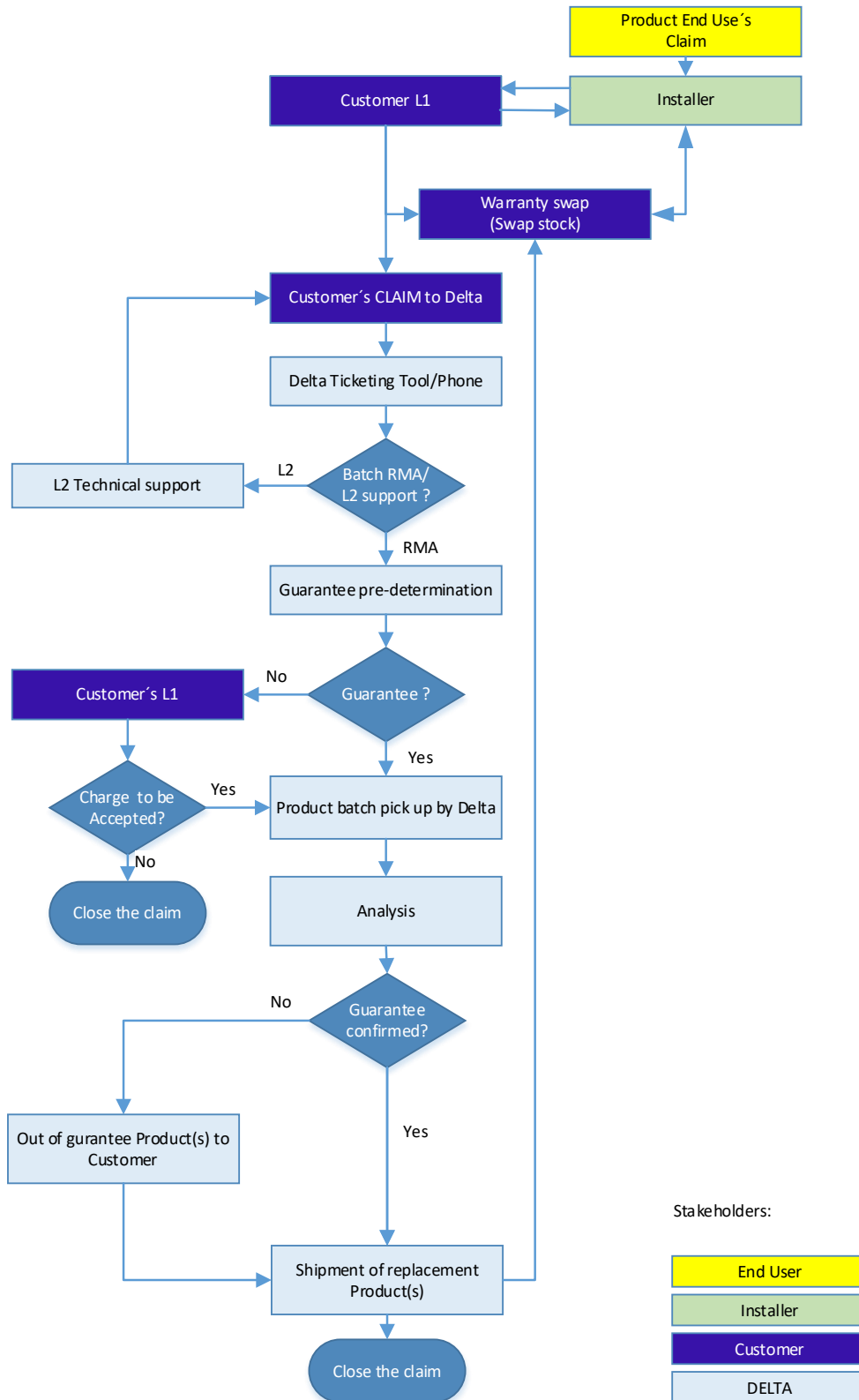
Delta technical hotline, RMA claims:
EVCS.SERVICE@deltaww.com
Phone: +49 76 4145 5382

Address:
DELTA ELECTRONICS (NETHERLANDS) B.V.
Zandsteen 15,
2132 MZ Hoofddorp, The Netherlands


Storage location address:
Delta Electronics (Slovakia) s.r.o.
Priemyselna ulica 4600/1
SK-01841 Dubnica nad Vahom, Slovakia
VAT ID: SK4020124922

Appendix 1: Claim procedure
Appendix 2: Return Material Authorization (RMA) form

Appendix 1: Claim procedure



Appendix 2: Return Material Authorization (RMA) form

		Return Material Authorization (RMA) form for AC wall-box Electric Vehicle Chargers	
Consider all requested information as mandatory!			
LOGISTIC INFORMATION	SOLD-TO PARTY <small>Service will be invoiced to</small>		SHIP-TO PARTY <small>Repaired units will be sent to</small>
Company Name			
Address, Tax ID / VAT Customer nr.			
Contact Person, E-mail, phone nr.			
RMA date			
DETAILS ABOUT THE CLAIMED PRODUCTS			
Delta Part Number	Serial Number	Failure Description	Preferred Service
			<input type="checkbox"/> Repair <input type="checkbox"/> Swap
			<input type="checkbox"/> Repair <input type="checkbox"/> Swap
			<input type="checkbox"/> Repair <input type="checkbox"/> Swap
			<input type="checkbox"/> Repair <input type="checkbox"/> Swap
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REFERENCE TO THE DELTA SALES ORDER, DELIVERY NOTE OR INVOICE			
OUT of GUARANTEE / GUARANTEE EXCLUSIONS CASES (It is recommended to check Delta Repair Price before submitting RMA)		<input type="checkbox"/> Chargeable Replacement/ Repair <input type="checkbox"/> If irrepairable, Local scrap at RC Delta <input type="checkbox"/> If irrepairable, Return	
<input type="checkbox"/> I herewith agree with the current Delta General Guarantee Terms and Conditions for AC wall-box Electric Vehicle Chargers			
Please complete this form and send it to EVCS.SERVICE@deltaww.com			