

WARRANTY STATEMENT

This warranty statement is issued by Smappee NV, registered under number 0849.366.642, with its principal place of business at Evolis 104, 8530 Harelbeke, Belgium ('Smappee').

Smappee provides the following warranty on charging equipment for electric vehicles ('EV Chargers'), components and spare parts for the EV Chargers ('Spare Parts'). EV Chargers and Spare Parts are referred to as 'Products'.

COMMERCIAL WARRANTY

1. Warranty scope

- 1.1. Smappee warrants that, subject to the exclusions and limitations set out below, the Product shall be in good working order during the Warranty Period.
- 1.2. Unless a special/unique agreement exists between Smappee and the Customer, the Smappee Warranty covers only the cost of hardware material required to get the EV Charger functioning again. All other costs, such as working material necessary for the repair or replacement, transport costs, travel- and accommodation costs of Smappee personnel as well as the customer's own costs are not included in the Warranty.
- 1.3. Repair and replacement services apply only to Products within their Warranty Period (or extended warranty period, if applicable/ if purchased).
- 1.4. Smappee provides this Warranty only to its contractual party (the Buyer). If the Buyer is not a Customer, the Buyer agrees to provide its contractual party (the end customer) the same warranty as they receive themselves from Smappee (the Warranty) with the same terms and, if applicable, taking into account the statutory provisions regarding consumer warranty as outlined in the Belgian Code of Economic Law.

2. Warranty period

- 2.1. Unless expressly stated otherwise by Smappee, the warranty offered by Smappee only concerns Products (hardware) and extends to twenty-four (24) months ("Warranty"). Certain products in scope of Smappee's product portfolio may come with a longer warranty period; the latter will be defined in the relevant order.
- 2.2. The Warranty starts as of the date of commissioning of the Product, provided that commissioning shall occur no later than six (6) months from the date of manufacturing of the Product by Smappee (as such ensuring continuity of the Smappee offering).
- 2.3. If scheduled maintenance or required commissioning (if applicable for a specific Product) in accordance with the relevant Product specifications is not effectuated for the relevant Product, the Warranty cannot be invoked.
- 2.4. If the Product is replaced or repaired within the Warranty Period, the remaining warranty period will be automatically transferred to the replacement or repaired unit.
- 2.5. On top of the two (2)-years Warranty, Smappee may offer warranty extension options for all EV Chargers which were purchased through authorized distribution channels. For the warranty extension options and actual pricing, please consult Smappee's website.

3. Warranty claim

- 3.1. If the claimant wants to make a warranty claim, the (Smappee certified) installer who installed the EV Charger should be contacted.

If the claimant was unable to obtain service from its installer, or was not satisfied with the service, the claimant can escalate the service request by creating a service ticket and address a claim to Smappee via Smappee's Service Desk via: support@smappee.com

- 3.2. Smappee may arrange an on-site inspection to find out the root cause of the failures. The claimant is responsible for granting access, making time, and ensuring the safety of the inspection by a technician from Smappee or an authorized third-party company. Smappee reserves the right not to enter the site should the Smappee (appointed) technician consider it unsafe to do so.
- 3.3. For a repair or replacement to be effectuated under Warranty, at least the following information and documents must be provided to Smappee upon request: (i) model of the Product, (ii) serial number of the Product, (iii) failure code, (iv) failure details, (v) copy of original purchase invoice, (vi) name and contact details of the Smappee (certified) installer having installed the Product, (vii) any documents of previous claims, repairs or replacement (if applicable).
- 3.4. The Warranty defined herein can only be invoked if (cumulatively): (i) the fault seriously impairs the adequate use of the Products for which they are normally intended or the special use that was expressly agreed in writing when entering the agreement; (ii) the Products have been installed professionally, in accordance with the Documentation and instructions of Smappee; (iii) the Product has been commissioned by or on behalf of Smappee (for Products for which commissioning is prescribed in the relevant Product manual or checklist); (iv) the Products were used in a normal manner and in accordance with their intended use, or at least in the special circumstances that were expressly agreed in writing when entering into the Agreement; (v) the fault was communicated to Smappee within the Warranty period as stated herein and (v) payment for the relevant Product has been made by Buyer.

4. Warranty remedy

- 4.1. In case of a founded complaint, after investigation, Smappee may, at its own discretion, elect to (i) fix the issue by changing configurations or updating software, (ii) repair the Product by replacing it with Spare Parts, (iii) exchange the Product for a product that is brand new or refurbished but at least functionally equivalent to the original Product, or an upgraded model which is either functionally equivalent or functionally superior to the original Product.
- 4.2. These are the sole remedies and Buyer, or any other party has no right to any other indemnities. The Parties will fully cooperate with each other in such cases. Invoking the Warranty cannot lead to the dissolution of the Agreement, or to Smappee being liable to the Buyer to pay any kind of damages or compensation

5. Exclusions

- 5.1. The following circumstances may cause device defects to the Product, but Warranty cannot be invoked when the damage or defect is caused by:
- Normal wear and tear (including, without limitation, appearance loss that does not affect function),

- Misuse or careless use of the Product or use beyond the intended purpose of the Product, or usage which does not comply with the safety regulations,
- Inadequate or non-performed scheduled maintenance of the Product,
- Damage resulting from transport beyond Smappee's responsibility,
- Failures from the grid and/or the (mobile) network provider, charge point operator, e-mobility service provider, or power supplier,
- Improper or faulty installation,
- Failure or damages due to failure to observe the product manuals or related installation and maintenance requirements,
- Disassembly, repair or modifications performed by a third-party company/person not authorized by Smappee, Product modifications, design changes (including e.g. painting or wrapping), or part replacements not approved by Smappee (certified installers are not considered as unauthorized).
- Unforeseen circumstances, or examples of force majeure including but not limited to stormy weather, flooding, overvoltage, pests, inappropriate handling, misuse, neglect, fire, water, lightning or other acts of nature.
- Vandalism, engraving, labels, irreversible marking or contamination or theft.
- Rust that appears on the Product's enclosure caused by harsh environmental conditions,
- Exposure to seacoast/saltwater or other aggressive atmospheres or environmental conditions without Smappee's written confirmation/approval prior to the installation of the Product,
- Accidents and external influences.

5.2. Furthermore, damage to the electrical vehicle itself (including, but not limited to, broken electric vehicle charging cable, socket, or car battery, tripping RCD, soft, -or hardware problem in the converter), is never covered by this Warranty.

5.3. If the Product has been manufactured on the basis of instructions of the Customer, Warranty for efficiency/proper functioning or fitness for a particular purpose is expressly excluded. Warranties on parts of the Products supplied by the Customer or upon instruction of the Customer are expressly excluded as well.

5.4. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CONSUMER WARRANTY

If the Customer is a consumer, he/she can invoke the mandatory statutory warranty provisions as outlined in the Belgian Code of Economic Law (including the right of withdrawal in accordance with article VI.47 Belgian. Code of Economic Law in case of a distance sell and as long all (other) legal conditions are met. If the Warranty offers a lower level of protection for the consumer than the Belgian Code of Economic Law, the provisions of the Belgian Code of Economic Law shall prevail and must be read in conjunction with the provisions regarding the Warranty.

Consumers in need of issuing a Warranty claim are encouraged to contact the Smappee (certified) installer having installed the EV Charger at the Consumer's premises.