

Section 5: Warranty

Limited Warranty

Siemens Industry Inc. ("**Siemens**") has developed a highly reliable Electric Vehicle 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 original purchase of such VersiCharge EVSE.

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. The Limited Warranty does not extend beyond the original cost of the Siemens VersiCharge EVSE.

During the Warranty Period, Siemens will, at its option, repair or replace the Defective Product free of charge, provided that Siemens through inspection establishes the existence of a defect that is 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 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's return shipment of the repaired or replacement product, whichever is later.

The Limited Warranty covers both parts and labor necessary to repair 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 repaired or replacement product from Siemens, via a non-expedited freight carrier selected by Siemens, to locations within the United States (including Alaska and Hawaii) and Canada, but not to 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. Any such damage is the responsibility of the freight carrier.

To obtain repair or replacement service under this Limited Warranty, the customer must comply with the following policy and procedure:

- All Defective Product must be returned with a Return Merchandise Authorization Number (RMA) which customer must request from Siemens.
- RMA 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, or (3) the dated invoice or purchase receipt showing the product exchanged under warranty.
 - 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.

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