



STANDARD WARRANTY TERMS AND CONDITIONS

Version 1-10 of Standard Warranty Terms and Conditions for hyperchargers

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I. SECTION – DEFINITIONS

Term	Description
Business Day	means any day except any Saturday, any Sunday, or any day which in Italy/South Tyrol or in the place of installation of the Product is a legal holiday.
Buyer	means the entity that has purchased the Product(s) directly from alpitronic.
Calibration Law	means a country-specific calibration law in force at the place of installation of the Product(s) at the moment of Order Confirmation. Calibration law obliges to install tamper-proof electricity meters which ensures that measurements are accurate and transparent to protect consumers.
Corrective Maintenance	means isolating and repairing a Defect in order to restore the Product(s) for operational readiness
Customer	means either the Buyer or the company that operates the Product(s) (charge point operator).
Defect	means a failure of the Product(s), cables or Service Parts to comply with the agreed specification.
Extended Warranty Period	means timely extension of Warranty which can be purchased by Customer as described in Clause 17.
hypercharger	means the denomination of the Product(s) manufactured by alpitronic, in its different versions
Incoterms 2020	means the rules for the use of domestic and international trade terms issued by the International Chamber of Commerce (“ICC”) in 2020.
Installation Manual	means the “Operation Instructions and Installation Guide – Hardware” and the

	“Operation Instructions and Installation Guide – Software” for the different Product(s).
Intervention Time(s)	means Remote Response Time, Remote Resolution Time and On-Site Resolution Time cumulatively.
Next Business Day (NBD)	means the next Business Day upon receipt of a Warranty Claim.
On-Site Resolution Time	means the time between the Warranty Claim Acceptance and the resolution of an On-site Service on the Product.
On-Site Services	means Warranty Services provided at the place of installation of the concerned Product(s) by qualified field service technicians from alpitronic or from its subcontractors. On-site Services include the repair of a faulty Product with and without replacement of Service Parts.
Party	means alpitronic or Customer individually
Parties	means alpitronic and Customer collectively
Preventive Maintenance	means the tasks to be performed on a regular basis in accordance with the Installation Manual.
Product(s)	means a specific hypercharger purchased by Buyer or operated by Customer.
Purchase Agreement	means the agreement on the basis a Product was acquired from alpitronic, excluding purchase agreements from other entities.
Remote Resolution Time	means the time between Warranty Call Acceptance and (i) remote resolution of the Defect or (ii) assessment that On-Site Service is necessary to remedy the Defect.
Remote Services	means Warranty Services that are performed without physically touching the faulty Product(s) by remote help desk staff member. Remote Services are provided only with remote access to the faulty Product(s).

Service Pack	means a package of predefined Remote Services and On-Site Services with predefined Intervention Times to be performed within predefined Service Times that can be purchased in accordance with the Service Level Agreement.
Service Part(s)	are defined in Clause 22.
Service Time 9x5	means 9 hours (8:00am – 5:00pm), 5 Business Days a week (Monday – Friday, except any day which in Italy/South Tyrol or in the place of installation of the Product is a legal holiday.
Service Level	means service levels to which Remote and Onsite Services are to be provided (Intervention Times and Service Times) as set out in the Standard Warranty Terms or Service Pack chosen.
Service Level Agreement	means a optional agreement concluded between alpitronic and Customer providing additional services for Product(s) based on the Service Pack chosen.
Standard Resolution Time	means that a Defect under Warranty will be resolved (either via Remote and/or Onsite Resolution) during Service Time 9*5 within the Next Business Day plus 14 Business Days after Warranty Claim Acceptance.
Subcontractor	means a company which is engaged by alpitronic to perform Warranty Services on its behalf.
Time Measurement	means the process of measuring Standard Intervention Time in accordance with Clause 20.
Warranty	means the Warranty given on the Product(s) pursuant to the Standard Warranty Terms.
Warranty Claim	means the notice by Customer to alpitronic to repair the Product(s) due to a Defect which is covered by Warranty.

Warranty Claim Entitlement	means the internal assessment by alpitronic if all required information for processing the Warranty Claim in accordance with Clause 0 is available or has been provided.
Warranty Claim Acceptance	means the confirmation by alpitronic that all necessary information for processing the Warranty Claim is available. From this moment on the applicable Intervention Times are calculated.
Warranty Coverage Assessment	means the assessment if a purported Defect in a Warranty Claim is covered by Warranty or falls within the scope of a Warranty Exclusion Criteria.
Warranty Exclusion Criteria	means the criteria described in Clause 18 that exclude or limit the Warranty.
Warranty Period	means the period within which the Warranty is granted. The Warranty Period is subdivided into the Warranty Period for Product(s) excluded cables and Spare Parts, the Warranty Period for cables and the Warranty Period for Service Parts as further provided in Clauses 13 et seq..
Warranty Services	means generally the Corrective Maintenance through Remote and/or On-Site Services performed by alpitronic in case of a Defect in accordance with these Standard Warranty Terms.

II. SECTION – PARTIES

1. MANUFACTURER

alpitronic GmbH – S.r.l. (Gesellschaft mit beschränkter Haftung – società a responsabilità limitata), a single member limited liability company incorporated under the laws of Italy, under the control and direction of alpitronic Holding S.r.l., with registered office in I-39100 Bolzano, Italy, Via di Mezzo ai Piani 33, VAT no. IT02632180218, registration number at the business register at the Chamber of Commerce of Bolzano 02632180218 (“alpitronic”)

Tel.: +39 0471 196133

Homepage: <http://www.hypercharger.it>

E-Mail: info@hypercharger.it

2. CUSTOMER

The legal entity who has purchased the Product(s) or is the charging point operator.

3. WARRANTY SERVICES

3.1. The Warranty Services to be performed under these Standard Warranty Terms are provided by alpitronic or authorized Subcontractors.

3.2. For contacting alpitronic as service supplier the Customer should use the following contact details.

Tel.: +39 0471 196133

Homepage: <http://www.hypercharger.it>

E-Mail: support@hypercharger.it

3.3. Where alpitronic subcontracts the Warranty Services, alpitronic shall communicate in a timely manner the details of the Subcontractor to the Customer.

4. SUBCONTRACTORS

4.1.1. alpitronic may subcontract all or part of the Warranty Services.

4.1.2. alpitronic guarantees that Subcontractors are authorized to perform the Warranty Services and are appropriately trained and qualified to perform the Warranty Services.

4.1.3. alpitronic shall remain responsible for any and all actions, omissions, and defaults of any Subcontractor as if they were the actions, omissions, or defaults of alpitronic.

III. SECTION – SCOPE OF WARRANTY

5. SCOPE

5.1. This Warranty is voluntarily offered by alpitronic as manufacturer of the Product(s) to Buyers or Customers. Subject to the following terms and conditions, any other statutory remedy remain unaffected. Other warranties, whether given by sales or distributions partners of alpitronic or third parties, are not binding on alpitronic and may not be enforced by Customer against alpitronic.

5.2. alpitronic warrants that any Product sold (a) is free and clear of any liens, security interests, or encumbrances of any nature and (b) is free from defects in material and workmanship during the Warranty Period defined in Section VI.

5.3. Furthermore, alpitronic warrants that the Product(s) meet the International and European standards for EV charging stations in accordance with the specification of the Product(s).

5.4. In the event of a Defect, alpitronic shall perform the Warranty Services set out in Section IV below.

5.5. The Customer expressly accepts that alpitronic performs, in case of a Defect, at first instance the Warranty Services in accordance with this Standard Warranty Terms to

remedy the Defect. Customer is therefore entitled claim for statutory remedies only in case alpitronic is not able to remedy the Defect by performing the Warranty Services under these Standard Warranty Terms, subject to the terms in Section VIII.

- 5.6. In case of resale of the Product(s), the Warranty will be transferred to Customer's clients, except in case the Product(s) are replaced from the original place of installation. In such cases, the transfer of Warranty has to be confirmed by alpitronic by assessing the serviceability of the Product(s) at the new place of installation. In the event Customer does not inform alpitronic in advance or in the event alpitronic does not provide Warranty Services at the new place of installation, this may lead to loss or restriction of Warranty.
- 5.7. The installation of the Product(s) is expressly excluded from alpitronic's contractual obligation (see Clauses 12.2 and 18) and therefore no Warranty is granted for installation services or Defects arising from improper installation (see Clause 12.2).
- 5.8. It is Customer's exclusive responsibility to comply with local legal requirements in the respective place of installation with regard to the installation and commissioning of the Product(s), including but not limited to any mandatory professional qualification for the installation technicians, safety and fire protection regulations, noise protection standards or obtaining of official permits of any kind for the installation and commissioning of the Product(s).
- 5.9. The Buyer and/or its end customers must take all technical and organizational precautions to interrupt the external power supply to the Product(s) (e.g. activate the emergency stop switch at gas stations or disconnection of external power supply directly at the main connection point) in the event of an immediate danger to persons or property deriving from the Product (e.g., but not limited to, fire, external impacts on the Product, weather events.). In the event of danger, the immediate surroundings of the Product(s) must be protected in such a way that no person, animal nor good can come into contact with the Product(s).

6. CALIBRATION LAW

- 6.1. If Product(s) were ordered with country-specific Calibration Law, alpitronic warrants that On-Site Services are performed in compliance with the respective Calibration Law.
- 6.2. However, if the Product(s) are installed in a country where the ordered Calibration Law does not apply, continuous compliance with the ordered calibration law cannot be guaranteed, since repair or replacement of specific components may require a recalibration according to the ordered Calibration Law with approval by the competent public authorities. Therefore, recalibration is not possible for Product(s) installed in countries where no public authority will perform recalibration assessment or where the public authority will perform recalibration only on Product(s) configured according to calibration law according to their home jurisdiction. Therefore, alpitronic shall not bear any liability hereof.

- 6.3. The same applies to Product(s) that were configured in accordance with a country-specific Calibration Law in force at the first place of installation, but then transferred by Customer, its affiliates or their end customers or other third parties, for whatever reason, to another installation site where the calibration law of the first place of installation does not apply. Therefore, alpitronic shall not bear any liability hereof.
- 6.4. If Customer orders Product(s) without calibration law, but subsequently a Calibration Law comes into force at the place of installation of the Product(s), alpitronic will assess whether retrofitting of the Product(s) is possible in the new place of installation in order to get conformity of the country-specific Calibration Law. In any case, all costs arising from this shall be borne by the Customer.
- 6.5. alpitronic will provide Warranty Services of repairing Calibration Law relevant components of the Product(s) as authorized maintenance service provider within the predefined time schedules set out of the relevant national calibration law.
- 6.6. After a correct repair occurred, Customer (the charging point operator) has to file a request for recalibration to the competent public authority within predefined time schedules of the relevant national calibration law. If Customer or its end-customers acting as charge point operators do not submit within the predefined time schedules the request for recalibration, the Product(s) are no longer compliant with the relevant calibration law and this is the responsibility of and at the risk of Customer, not alpitronic. The public fee for recalibration must be borne by Customer.
- 6.7. alpitronic is not liable for any omission in relation to recalibration and Customer shall indemnify and hold alpitronic harmless from all loss and liability to alpitronic caused by such recalibration.

IV. SECTION –WARRANTY SERVICES

7. NO CHARGES

The following Warranty Services are performed free of charge by alpitronic to Customer, unless provided otherwise in these Standard Warranty Terms.

8. REMOTE SERVICES

- 8.1. Since Remote Services are the fastest and most efficient way to verify a reported Defect of Product(s), alpitronic will use Remote Services as the first option to identify the concrete Defect.
- 8.2. alpitronic will start to analyze the reported issue by remote diagnosis of the faulty Product(s) and will analyze existing log files. Upon completion of the Remote Services, alpitronic will inform the Customer whether the Defect could be solved remotely.
- 8.3. In case the Defect cannot be resolved remotely, an On-Site Service by an alpitronic service technician will be initiated as described in Clause 9.
- 8.4. alpitronic shall bear the related costs of labour.

9. ON-SITE SERVICES

- 9.1. If the reported Defect cannot be repaired remotely, alpitronic shall perform On-Site Services in order to resolve the Defect and restore the operational readiness.
- 9.2. alpitronic shall bear the related costs of labour and travelling time, as well as for the necessary Service Parts, including transport to the place of installation.

10. SERVICE LEVELS UNDER WARRANTY

10.1. Defects are remedied within the Standard Resolution Time during Service Time 9*5, irrespective if Remote or Onsite Resolution is required to remedy the Defect. Time Measurement starts at Warranty Claim acceptance (see the Warranty Claim procedure set forth in Section VII).

10.2. The Service Levels are described below:

10.3. Remote Service

Remote service	Standard Warranty
Service Time 9*5	Mo-Fr. 8am to 5pm
Access to support desk	Included
Software maintenance	Included
Remote Resolution Time	Standard Resolution Time

10.4. On-Site Service

On-site service	Standard Warranty
Service Time 9*5	Mo-Fr. 8am to 5pm
Access to support desk	Included
Software maintenance	Included
On-Site Resolution Time	Standard Resolution Time

11. SERVICE LEVEL AGREEMENT – SERVICE PACKS

- 11.1. Customer may, to ensure shorter intervention times and procure additional services, acquire specific Service Packs through signing a Service Level Agreement.
- 11.2. Service Packs cover the following Services: Proactive Monitoring, Preventive Maintenance and Corrective Maintenance, performed within predefined Service Levels according to the specific Service Pack selected. Furthermore, Service Part management is provided.

V. SECTION – PRECONDITIONS FOR WARRANTY CLAIMS

12. CONDITION PRECEDENT FOR WARRANTY

12.1. In order to benefit from this Warranty, Customer shall fulfill the following conditions precedent cumulatively:

- i. proof of installation and commissioning of the Product(s) through submission of the commissioning protocol.
- ii. performance of preventive maintenance according to the Installation Manual.
- iii. Granting remote access to the Product(s) to alpitronic.
- iv. Regular and continuous grid connection of the Product(s).
- v. delivery note of the Product(s).

12.2. Installation of the Product(s) and submission of commissioning protocol

12.2.1. The installation and commissioning of the Product shall have been performed by Customer in strict compliance with the Installation Manual delivered with the Product(s) and furthermore available on alpitronic's data room "hyperdoc". The access is granted upon Customer's request.

12.2.2. The installation and commissioning shall be performed by technicians certified by alpitronic, *i.e.* that have successfully passed and refreshed specific training for installation purposes offered by alpitronic. These trainings are offered against payment pursuant to Section XI.

12.2.3. The Customer shall submit to alpitronic the commissioning protocol pursuant to the model form available on alpitronic's data room "hyperdoc" to alpitronic within 14 calendar days after completion of installation and commissioning in accordance with the Installation Manual, enabling alpitronic to set up remote connection to the Product(s).

12.2.4. If the commissioning protocol is not submitted in time to alpitronic or installation and commissioning was performed in violation of the Installation Manual or the installation was not performed by certified technicians, Warranty may be excluded (e.g. in case of violation of the installation instructions in the Installation Manual) or limited (e.g. unknown place of installation of the Product(s)).

12.3. Preventive maintenance

12.3.1. The Warranty applies only if Preventive Maintenance is carried out according to the Installation Manual.

12.3.2. Preventive Maintenance shall be performed exclusively by technicians duly trained and certified by alpitronic, *i.e.* that have successfully passed and had regular refresh specific training for Preventive Maintenance purposes offered by alpitronic. These trainings are offered by alpitronic against payment pursuant to Section XI.

12.3.3. Any omission or improper performance of Preventive Maintenance or services carried out by technicians not properly trained may lead to a loss or limitation of Warranty.

12.4. Remote access to Product(s)

12.4.1. In order to perform Warranty Service in the most efficient way for both alpitronic and Customer, alpitronic will install in each Product(s) its own SIM-card for remote access.

12.4.2. If Customer withdraws access for alpitronic, some of the Warranty Services cannot be performed and therefore alpitronic may be entitled to refuse certain Warranty Services or provide such Warranty Services against payment.

12.5. **Regular and continuous grid connection**

Except in case of a Defect of the Product(s) or in the event of maintenance interventions, the Product(s) shall be kept regularly connected to the grid for continuous operational readiness, i.e. shall not be switched off continuously and /or without any operational reason in order to avoid damages on the Product and to ensure constant ventilation by the Product's internal ventilation system.

12.6. **Delivery note**

Customer is obliged to submit a copy of the delivery note as proof of purchase when claiming a Warranty Services.

VI. WARRANTY PERIOD AND EXCLUSIONS

13. WARRANTY PERIOD FOR PRODUCT(S)

The Warranty Period for Product(s) is 24 months.

14. WARRANTY PERIOD FOR CABLES

14.1. The Warranty Period for cables is 24 months or a maximum of 10.000 charging cycles, depending on which event occurs earlier.

14.2. If Customer opts for Warranty Extension, the Warranty Period for cables will be extended according to the time agreed or a maximum of 3,000 charging cycles each 12 months, depending on which event occurs earlier.

15. START OF WARRANTY PERIOD FOR PRODUCT OR CABLE

15.1. The Warranty Periods indicated in Clauses 13 and 14 start

15.2. either on the date the Product(s) are completely installed according to the commissioning protocol,

- i. or at latest 3 months after delivery of the Product(s) according to the delivery date stated in the delivery note, if no installation and commissioning occurred before (i.e. a maximum Warranty Period of 27 months after delivery is granted)

depending on which event occurs earlier.

16. WARRANTY PERIOD FOR SERVICE PARTS

16.1. Repair Service Parts and Calibration-Relevant Service Parts of the Product(s) as defined in Clause 23, that are replaced **during** the Warranty Period are covered by Warranty

- i. during the entire Warranty Period of the Product(s), and

- ii. six (6) months from the date of replacement if within this six-months-period the Warranty Period of the Product(s) expires.
- 16.2. Repair Service Parts and Calibration-Relevant Service Parts of the Product(s) as defined in Clause 23, that are replaced **after** the Warranty Period, are covered by Warranty for twelve (12) months starting:
- i. either on the date of replacement of the Service Parts, if the replacement is carried out by alpitronic field service engineers and alpitronic service partners; or
 - ii. on the date of delivery of the Service Parts according to the delivery date stated in the delivery note, if the replacement of the Service Part(s) is carried out by other than alpitronic field service engineers and alpitronic service partners.

17. EXTENDED WARRANTY PERIOD

- 17.1. The Warranty Period can be extended for an additional period (“Extended Warranty Period”), against payment of an annual fee according to the price list in the Purchase Agreement.
- 17.2. Such warranty extension must be ordered at latest 6 (six) months before the Warranty Period expires.

18. WARRANTY EXCLUSIONS AND LIMITATIONS

- 18.1. Warranty does not apply to Product(s) from which the serial number has been removed.
- 18.2. alpitronic is not responsible for damage(s) arising of Customer's failure to follow and/or not meeting the requirements or parameters set out in the Installation Manual for the Product(s), such as, but not limited to, improper installation, commissioning, and configuration, incorrect use or operation, modification or service by anyone other than alpitronic or an alpitronic authorized service provider.
- 18.3. Furthermore, the Warranty does not cover Defect to Product(s), if factors which are beyond the control of alpitronic, have damaged or impair the functionality of the Product, such as, but not limited to:
- continuous interruption of the Product from grid connection (except in case of a Defect or during carrying out maintenance tasks), which leads to improper functioning or condensing humidity in the Product(s)
 - virus, worm, or similar malicious code not introduced by alpitronic
 - damages caused by vandalism
 - force majeure (in particular storm damage, lightning, fire, thunderstorm, flood, blackout, collision, etc.)
 - normal wear and tear of the parts and components of the Product(s)
- 18.4. In addition to the exclusions listed above, the Warranty does not cover purely aesthetic defects (e.g., optical change of foils, fading housing colour) and minor defects (e.g., defective pixels in displays and LCD screens not exceeding the specifications

according to pixel error class 2 (ISO 9241-307)), which do not have an impact on Product(s) functionality or operability.

18.5. Both Parties will determine mutually the if the alleged Defect is covered by Warranty. Disputes relating Warranty Coverage Assessment are escalated on a senior level of both Parties. In the event no settlement on the dispute is reached, Clause 28 applies.

18.6. In the event the alleged Defect was not covered by Warranty, or no defect was found (NDF), alpitronic is entitled to charge Customer as for an out-of-Warranty service case.

18.7. Furthermore, alpitronic does not warrant that all electric vehicles are suitable to be charged or charged according to the specifications. However, alpitronic will use reasonable endeavours to ensure that all types of electric vehicles may be charged by the Product(s).

19. PRODUCT(S) OUT OF WARRANTY

19.1. alpitronic offers services also for Defects on Product(s) not covered by Warranty or after expiration of the Warranty Period. The Customer has the option

- to conclude a Service Level Agreements and purchase a specific Service Pack; or
- to request a quotation for every single intervention. alpitronic will perform such services upon receipt of a written service order from Customer.

VII. SECTION – WARRANTY CLAIMS

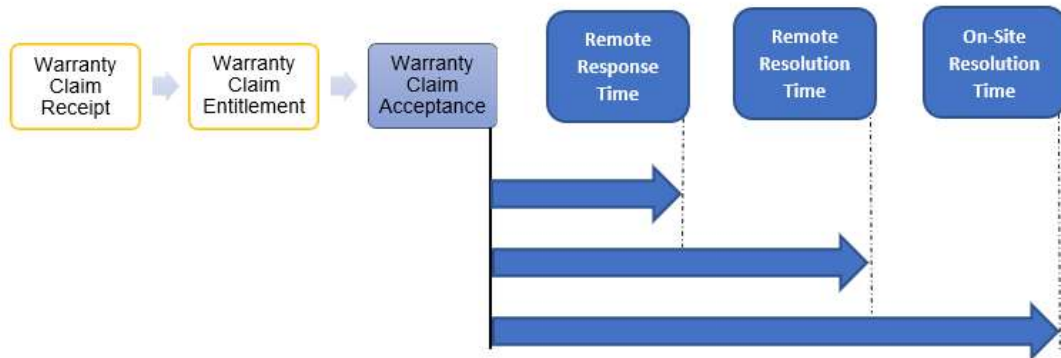
20. WARRANTY CLAIM FOR WARRANTY SERVICES

20.1. Notification to perform Warranty Services

The request to perform Warranty Services must be notified without undue delay by the Customer, at latest 8 (eight) Business Days after the discovery of the Defect, to alpitronic according to the procedure set out hereinafter in Clause 20.2. Warranty Claims notified after this period may lead to limitation of Warranty.

20.2. Procedure for Warranty Claims

The following procedure in case of Warranty Claim applies:



20.3. Resolution Times

Resolution Times for Warranty Services are provided in accordance with the Standard Resolution Time. If specific service levels are required, the Customer may conclude with alpitronic a Service Level Agreement and purchase a Service Pack.

20.4. Warranty Claim

In the event the Product(s) have a Defect, Customer shall notify to alpitronic a claim, providing the following information in written or oral form to alpitronic's support desk or, after availability, using the specifically provided service tool

- i. Customer's name and address
- ii. type of Product(s) / model
- iii. serial number of the Product(s)
- iv. exact location of the Product(s)
- v. failure description
- vi. Customer's contact details (contact person, email address, telephone number).

20.5. Warranty Claim Entitlement

20.5.1. If all information has been provided alpitronic pursuant to Clause 20.4, alpitronic issues immediately after the receipt of a Warranty Claim the respective Warranty Claim Acceptance pursuant to Clause 20.6.

20.5.2. If information pursuant to Clause 20.4 is incomplete, alpitronic reviews and assesses without undue delay the missing information and informs the Customer on missing data in order to issue without delay the Warranty Claim Acceptance.

20.6. Warranty Claim Acceptance

If all information has been provided, alpitronic accepts immediately the Warranty Claim by issuing to Customer a reference number (ticket number). From this moment, the Intervention Times for the performance of the Warranty Services are calculated.

20.7. Warranty Coverage Assessment

The Warranty Claim Acceptance does not constitute a confirmation by alpitronic that the reported Warranty Claim is effectively covered by Warranty, but is only a preliminary acceptance to initiate

the Warranty Services. The assessment if the Claim falls within the scope of a Warranty or within the scope of Warranty Exclusion Criteria pursuant to Clause 18 will be carried out after the Warranty Service is performed in accordance with Clause 18.5.

VIII. LIABILITY

21. LIMITATION OF LIABILITY

- 21.1. In the event alpitronic has failed to perform its obligations under these Standard Warranty Terms, Customer remains entitled to the remaining statutory remedies. Any claim for damages, irrespective of the legal basis, is limited to an overall amount of 100% of the purchase price of the Product concerned.
- 21.2. In the event alpitronic is in delay with the performance of the Warranty Services, alpitronic shall pay to Customer, as exclusive remedy, a penalty fee of 0,05% of the purchase price of the Product concerned for each full week of delay, up to a maximum cap of 1% of the purchase price of the Product concerned.

IX. SECTION – SERVICE PARTS

22. SERVICE PARTS

- 22.1. Service Parts are new or good as new as original parts. alpitronic may use alternative Service Parts with functionality equivalent to the original Service Parts. All Service Parts removed from Product(s) under this Standard Warranty become the property of alpitronic.
- 22.2. It is alpitronic's exclusive discretion which type of Service Parts will be provided by alpitronic to remedy the respective Defect.
- 22.3. For Warranty Claims arising for Product(s) sold by alpitronic and installed outside mainland European Union and United Kingdom, shipping cost for Service Parts are considered FCA warehouse alpitronic Bolzano (Incoterms 2020).

23. CATEGORIES OF SERVICE PARTS

23.1. Repair Service Parts

- 23.1.1. Repair Service Parts are parts used for standard repair or replace of components ("Repair Service Parts").
- 23.1.2. Repair Service Parts are in the parts classification field marked with "R" which is determined in the spare parts list of each Product.

23.2. Calibration-Relevant Service Parts:

- 23.2.1. Calibration-Relevant Service Parts are Service Parts affecting the calibration of the Product(s) such as displays, cables, meters, etc. ("Calibration-Relevant Service Parts"). These Service Parts must be sealed with a manufacturer seal and a

maintenance seal after repair or exchange according to the relevant calibration law in force at the place of installation.

23.2.2. Calibration-relevant Service Parts are in the parts classification field marked with “Cal-R” which is shown in the spare parts list of each Product(s).

23.3. Returnable Service Parts

Any Service Part not declared as “Non-returnable” according to the next paragraph shall be returned to alpitronic based on alpitronic’s instructions provided and at alpitronic’s expense.

23.4. Non-returnable Service Parts

Service Parts classified as non-returnable are not to be returned to alpitronic and shall be disposed / recycled on-site at Customer’s expense. Non-returnable Service Parts include filters and cooling liquid, however the designation of non-returnable parts shall be determined by alpitronic at its discretion and after consultation with the Customer.

24. PARTS NOT ENCOMPASSED WITHIN THE DEFINITION OF SERVICE PARTS

24.1. This Warranty does not cover the exchange of consumables such as, but not limited to filters and cooling-liquids.

24.2. Consumables are in the parts classification field marked with “Con” stated in the spare parts list of each Product(s).

X. SECTION – COLLABORATION

25. CUSTOMER’S RESPONSIBILITIES – DUTY TO COLLABORATE

25.1. In order to avoid the risk of charges for issues not covered by this Standard Warranty, Customer shall collaborate with alpitronic as follows:

- Provide true, accurate, and complete information when filing a Warranty Claim.
- Provide an environment that meets the requirements or parameters set out in the Installation Manual for the Product(s), including protecting Product(s) from corrosion, contamination, and spills.
- Allow alpitronic to remote monitoring and diagnosis of the installed Product(s).
- Use alpitronic’s remote support solutions where applicable. alpitronic strongly encourages Customer to use available support technologies provided by alpitronic. If a Customer chooses not to deploy available remote support capabilities, the Customer may incur additional costs due to increased support resource requirements.
- Cooperate with alpitronic in attempting to resolve the problem using online chat, email, or telephone.
- Ensure unhindered access to the faulty Product(s) by alpitronic field service engineers and alpitronic service partners if on-site repair is required (e.g. access to Customer’s premises, availability of necessary keys if Customer uses own lock cylinders). alpitronic

will invoice Customer for delays or additional waiting time caused by Customer's failure to ensure unhindered access to a faulty Product(s).

- Announce any kind of changes to the information given in the commissioning protocol like location, lock cylinders, etc. with immediate effect after the changes occur. alpitronic will invoice Customer for additional costs caused by lack of such information.
- Ensure availability of personnel to power off the transformer power if required. Required efforts will be borne by Customer.

XI. SECTION – TRAINING

26. MANDATORY TRAININGS FOR INSTALLATION AND PREVENTIVE MAINTENANCE

- 26.1. Each person that performs installation and/or Preventive Maintenance on the Product, shall be certified by alpitronic. The certification will be issued by alpitronic after having successfully passed the training provided by alpitronic.
- 26.2. Unless otherwise agreed, the terms and conditions for training and certification are set out on the webpage <https://training.hypercharger.it/> apply.
- 26.3. All interventions on the Product(s) performed by persons not in possession of a valid certificate may lead to loss or limitation of Warranty or liability in case of damages on the Product(s) or goods belonging to third parties or injuries to third parties.

XII. SECTION – EXPORT PROVISIONS

27. EXPORT LICENCE

- 27.1. The export or re-export of Product(s) and services, including the immaterial transfer of goods and know-how as well as technical support and the transfer of any technical support documentation in conjunction with these terms and conditions may be subject to approval obligations, e.g. by reason of type or intended purpose.
- 27.2. If Product(s) or Service Parts or other goods under this agreement are intended for export, the Customer itself shall be obliged to observe the corresponding export control regulations and to obtain the required licences. If requested, the parties to the agreement shall agree to provide the information required to acquire the licence.
- 27.3. Exports, re-exports and the provision of work and services in conjunction with this agreement may not take place if there is any reason to assume that the provision of a Service or use of the Product(s) will be in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons. The Parties to the agreement shall comply with the latest versions of the corresponding sanction lists of the European Union, United Kingdom, Germany, Japan, USA (e.g. European, US, UK Sanctions Lists, Denied Persons List, Politically Exposed Persons), as well as any

comparable, applicable regulations of other countries and other warnings or restrictions on deliveries/prohibitions from the appropriate authorities and shall act accordingly.

27.4. Shipments and services (the fulfilment of the Agreement) shall be under the proviso that fulfilment is not being restricted by any national or international regulations, particularly export control regulations and embargoes or any other restrictions. Delays caused by unforeseeable export checks or licensing procedures shall override any lead times or deadlines stipulated. If any required licences for certain items cannot be obtained, the contract shall be considered as not concluded regarding the items in question; because of this and of the above-mentioned transgression of deadlines, any claims for damages shall be excluded.

27.5. A breach of the provisions of this section is as a serious infringement of contractual obligations and could lead to exclusion or limitation of Warranty.

XIII. SECTION – DISPUTE RESOLUTION AND GOVERNING LAW

28. DISPUTE RESOLUTION

Unless otherwise provided in the relevant Purchase Agreement for the Product(s) covered by these Standard Warranty Terms, the following provisions regarding dispute resolution shall apply.

28.1. Expert report

The Parties agree that any decision on purely technical matters shall be taken by an expert appointed by the Court of Arbitration of the Chamber of Commerce of Bolzano, according to the rules of the expert procedure, and shall be binding on the parties.

28.2. Arbitration

28.2.1. Without prejudice to the provisions of Clause 28.1, any dispute arising between the Parties concerning the interpretation, application and/or execution of these Standard Warranty Terms shall be referred to the Court of Arbitration itself, in accordance with the Arbitration Rules of the Court of Arbitration of the Chamber of Commerce, Industry, Crafts and Agriculture of Bolzano. The decision is final and shall be taken by an arbitration panel of three arbitrators in accordance with the Arbitration Rules of the said Court. The language of proceedings shall be the English language.

28.2.2. For the appointment of the arbitration panel, the Parties expressly refer to article 15 and seq. of the mentioned rules.

29. LAW APPLICABLE

29.1. Unless otherwise provided in the relevant Purchase Agreement for the Product(s) covered by these Standard Warranty Terms, the following provisions regarding applicable law shall apply.

29.2. The Standard Warranty Terms shall be governed by Italian law, taking into account the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XIV. SECTION – CLOSING CLAUSES

30. RESTRICTIVE CLAUSES

Both Parties confirm to have duly and freely examined these Standard Warranty Terms and had the opportunity to deal and negotiate any Clause and Annex contained herein. Therefore Articles 1341 and 1342 of the Italian Civil Code do not apply.

31. ANNEXES

The following Annexes form an integral part of the Standard Warranty Terms and are available under www.hypercharger.it.

- A. Manual for operation and installation of hardware and Manual for operation and installation of software
- B. Commissioning Protocol

32. SIGNATURE

Place, Date

alpitronic GmbH-S.r.l.

Customer