

Guarantee, Replacement and Repair

Terms and Conditions

Electric Vehicles Charging Systems

1. Guarantee terms and conditions

1.1. Guarantor

Delta Electronics (Netherlands) B.V (hereinafter: "DELTA")

Zandsteen 15,
2132 MZ Hoofddorp
The Netherlands

grants to customers, other than consumers, purchasing Delta electric vehicle ultra-fast chargers (hereinafter: "products") directly from DELTA (hereinafter: "Customer") a manufacturer's guarantee in accordance with the terms and conditions outlined below.

1.2. Guarantee covered products and guarantee period

The product guarantee period is 12 months from invoicing date to Customer. Date of invoice to be proven by Customer.

The guarantee period will extend to 24 months from commissioning date if Customer provides Delta with properly filled Installation & Commissioning protocol (Appendix 1) within 10 working days after commissioning date proving the correctness of installation, commissioning and configuration of product. In such as case the maximum guarantee period is limited to 27 months from invoicing date to Customer.

Product repaired or replaced during the guarantee period will be under guarantee for the remainder of the guarantee period product and/or 6 months for repaired or replaced part. The regular maintenance activities have no impact on guarantee period duration.

1.3. 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, at its discretion, either repair, replace the product or its parts with a used, of equivalent type and age, or new one.

Repairs are performed at DELTA's discretion either at the DELTA Repair Centre (RC), DELTA Partner or on installation site.

The guarantee covers costs of repair or the replacement product/part and costs for shipping the product/part to the Customer. Transport costs related to guarantee shall be always carried by the sending party, i.e. the Customer carries the transport costs from the market place to the collection point defined by DELTA and the DELTA carries the transport costs back to the Customer. Any customs, duties and other related costs shall be borne by the Customer.

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

1.4. Processing of guarantee claims

The procedure for filing a guarantee claim is as follows:

- The Customer first completes the Return Material Authorization form 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 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 as to how to proceed (perform repair, provide replacement part or spare parts).
- DELTA will assign the RMA number and inform Customer about next steps.

1.4.1. Delivery of replacement part

If DELTA opts to deliver a replacement part, the following procedures apply: The Customer receives an e-mail from DELTA in which a reference number (RMA number) is assigned. After the RMA number is assigned, DELTA ships out the replacement part to the Customer, along with an invoice for the part. Once the Customer receives the replacement part the Customer must return the defective part to DELTA within thirty (30) calendar days. Customer is obliged to pack the part adequately to prevent transport damage. The date on which the Customer sends back the defective part applies regarding deadline adherence. As soon as the defective part is received by DELTA, the above mentioned invoice will be credited. DELTA reserves the right on a case-by-case basis to make delivery of a replacement part conditional upon the Customer first paying an invoiced amount. When the defective part is returned to DELTA the invoiced amount is refunded.

Upon delivery of the replacement part, the remaining guarantee period applies to the replacement device.

Delta is entitled to provide to Customer refurbished product or part as replacement products, provided the functionality of the replacement products is not impaired.

1.4.2. Repair at Delta Repair Centre

If DELTA decides that a defective product or part is to be repaired at the DELTA Repair Centre in Dubnica, Slovakia, following procedure applies:

The Customer receives an e-mail from DELTA in which a reference number (RMA number) is assigned. Together with the RMA number DELTA provides a return instruction for the defective product. Customer packs adequately the defect part and sends to instructed collection point. After successful repair Customer gets back his device.

If device is not repairable, DELTA will replace it by refurbished or new unit of equivalent type and age.

1.5. 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
- Failure caused by incorrect ventilation and cooling
- 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
- Transport damage
- Wearing of the parts (e.g. charging gun, display and push-button keys (HMI), surge protectors, fuses, external connection cables)
- Vandalism
- Purely aesthetic defects which have no effect on product functionality or operability (e.g., damaged foiling on the outer panels of the cabinet)
- Force majeure (in particular storm damage, lightning, fire, thunderstorm, flood, armed conflict, etc.)

This guarantee does not apply to products, 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 sent back to 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 service case.

1.6. 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.

2. Processing of non-guarantee repairs

As a service, DELTA offers repair of out of guarantee defective products (to the extent technically possible) on a fee basis. Customers must inquire with DELTA for a repair cost total. To commission such repairs the Customer must use the RMA form. The Customer receives an e-mail from DELTA in which a reference number (RMA number). Customer packs adequately the defect device and sends it to instructed place. After successful repair and payment of repair invoice Customer gets back his device.

The Customer bears transport costs and risk for shipping the defective device to and from the Repair Centre.

The warranty period for repairs performed is 6 months from the date of repair for repaired or replaced parts.

DELTA reserves the right to reject a repair request if upon inspection the defect proves irreparable. In such case DELTA is entitled to invoice the Customer a fee of € 90 (plus VAT) for inspection of the device.

3. Delta Contacts

RMA claims, spare parts ordering: EVCS.SERVICE@deltaww.com

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: SK4120010719