Warranty Guidelines Volt Time B.V. 2023-1

Volt Time B.V. ("Volt Time") offers the subsequent limited warranty for its electric vehicle charging equipment and physical accessories ("EVSE").

1. Warranty Coverage

- 1.1. Volt Time warrants that its EVSE are devoid of any defects ("Warranty") for a span ("Warranty Period") of twenty-seven (27) months commencing from the date of dispatch from its warehouse to its direct customer ("Customer"), unless both Volt Time and the Customer mutually concur in written agreement to an alternative arrangement.
- 1.2. During the Warranty Period, Volt Time will undertake repairs or replacements of any component that malfunctions during regular usage, with no cost incurred by the Customer for materials and/or labour. The Customer is accountable for any transportation expenses to a location designated by Volt Time and must adhere to the warranty procedure ("Warranty Procedure") outlined below.
- 1.3. This Warranty stands as the sole and exclusive warranty, superseding any warranty of merchantability, fitness for a specific purpose, or any other warranty, whether explicit or implied, except for warranties of title and non-infringement.

2. Warranty Procedure

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2.1. Customers can report failures by submitting a web form through the Volt Time Portal ("Portal") at https://volttime.com/portal. If Customer has no account for the Portal, they can apply for one, or report the failure directly, by sending an e-mail to support@volttime.com. Should EVSE experience a failure that cannot be resolved remotely, the Customer shall bear the expense of shipping the EVSE to Volt Time DDP in accordance with the Incoterms 2020, subsequent to submitting a request and receiving instructions from Volt Time. If the failure falls within the scope of this Warranty, Volt Time will proceed with repairing or replacing the EVSE and will send it back to the Customer without any charge. However, if customs duties and taxes are applicable, these will be the responsibility of the Customer. In cases where the failure is not covered by this Warranty, Volt Time will furnish a quotation for the necessary repair work. If the Customer accepts the quotation and places an order for the repair, Volt Time will carry out the repair and return the EVSE at the Customer's cost. Should the quote be declined, the EVSE will be returned unrepaired at the Customer's expense.

2.2. This Warranty shall not be applicable under the following circumstances: (1) misuse or utilisation of the EVSE beyond its intended function, (2) external damage, (3) malfunctions, outages and/or anomalies originating from the grid, the GPS/GPRS provider, distribution service operator, or power supply, (4) an erroneous installation, repair, maintenance, assembly, disassembly, alteration, or configuration conducted by any party other than Volt Time, (5) malfunctions in chargepoint management systems, energy management systems, payment systems or any other system connected to the EVSE, (6) utilisation of non-original attachments, components or accessories, (7) failure to adhere to instructions and/or manuals supplied by Volt Time, (8) impacted functionality of EVSE due to weather or climate conditions, (9) occurrences classified as force majeure, or (10) the activation of a residual current device ("RCD") by the electric vehicle. Additionally, this Warranty does not cover damages to the electric vehicle itself (including, but not limited to, a broken electric vehicle charging cable or socket, an activated RCD, or hardware or software issues in the converter).

3. Spare Parts

3.1. Volt Time provides a warranty for the accessibility of spare parts or suitable alternatives for its EVSE for a duration of five (5) years starting from the dispatch date from its warehouse to the Customer.

4. Severability

- 4.1. In the event that one or more of the provisions of these Warranty Guidelines should, for whatever reason, be void or invalid, the validity of other provisions shall remain unaffected.
- 4.2. Volt Time and Customer undertake to replace the regulation deemed to be invalid with a valid one which comes closest to the economic intent of the invalid regulation.

5. Governing Law

5.1. All disputes or claims arising from or linked to these Warranty Guidelines shall be subject to the laws of the Netherlands, excluding book 7 (except for Section 7:23) of the Dutch Civil Code, its conflict of law provisions, and excluding the United Nations Conventions on Contracts for the International Sale of Goods (CISG). Any such disputes shall be resolved through proceedings in the District Court "Den Haag" in the Netherlands, unless Volt Time designates a different jurisdiction.

