



Standard Limited Warranty Terms and Conditions for hyperchargers



This page was intentionally left blank.

Version history

Version	Date	Author	Description
1.0	30.04.2021	Ernst Gschnitzer	Checked by legal
2.0	14.05.2021	Ernst Gschnitzer	Final version with feedback

Content

alpitronic hypercharger Standard Limited Warranty Terms & Conditions	5
1. Warrantor	5
2. Products covered by Warranty and warranty period	5
3. Service Parts	6
4. Warranty exclusions and limitations	7
5. Geographical Scope	8
6. Warranty claims	8
6.1. Processing of Warranty claims	9
6.2. Remote diagnosis and repair	9
6.3. Delivery of replacement Service Parts	9
6.4. Advanced Service Parts replacement	10
6.5. On-site repair	10
6.6. Repair of faulty Service Part at the alpitronic's Repair Center (Same Unit Repair)	11
7. Processing of out of warranty repairs	11
8. Warrantee responsibilities	11
9. Extended support services	12
10. Concluding provisions	12
11. alpitronic contacts	12
12. Related documents	12
Appendix 1: Country-specific terms for Service Parts supply and return	13
Appendix 2: Country-specific warranty limitations	14
13. Declaration	15

alpitronic hypercharger Standard Limited Warranty Terms & Conditions

These alpitronic GmbH Limited Warranty Terms provide for Warrantees of alpitronic hypercharger products specific limited warranty rights for the duration specified in this document. It will also provide detailed information regarding the warranty offered by alpitronic GmbH, to which Warrantee will be entitled to in case of material or manufacturing faults regarding the product purchased.

This warranty constitutes a voluntary obligation from alpitronic GmbH as the manufacturer of the product purchased. Other warranty obligations than those specified herein, whether given by alpitronic GmbH sales partners or third parties, cannot be claimed from alpitronic GmbH. However, there is the possibility to purchase Service Packs for extended support services to extend the warranty in scope, time and service performance. alpitronic GmbH shall provide warranty services exclusively for alpitronic-branded products and solely for components/products that have been released by the manufacturer. If not specified otherwise, alpitronic will use best endeavors to fulfill its warranty obligations. The value of the warranty service is always limited to the value of the defective product.

1. Warrantor

alpitronic GmbH (hereinafter: "alpitronic")
Bozner-Boden-Mitterweg 33,
39100 Bozen
Italy

grants to Purchasers (hereinafter: "Warrantee") of alpitronic hypercharger products (hereinafter: "Products") directly from alpitronic a manufacturer's warranty in accordance with these Standard Limited Warranty Terms & Conditions (hereinafter: "Warranty") which includes a warranty that the Products are free from any and all defects caused by faulty design, material or workmanship. The Warranty is allocated to the respective Product based on Product serial number and will be transferred to Purchaser's customer in case of resale. The Warranty does not apply to Products brought into circulation as used Products.

2. Products covered by Warranty and warranty period

Warranty period starts on the day stated on the delivery note of the Product at the initial shipment from alpitronic to Warrantee. Warrantee may be obliged to present the original delivery note as proof of purchase when asserting Warranty. Therefore, the original delivery note is an integral part of alpitronic's warranty documents.

Warranty claims must be asserted immediately after the discovery of the fault to the Warrantor. Warranty may be supplemented by additional Service Packs enhancing the service period and/or the scope and performance of service. The Warranty period is defined as follows:

- 12 months based on the delivery note date.
- Increase by another 12 months to in total 24 months upon payment of an additional fee indicated in the price list, if the following conditions are fulfilled:
 - Proof of correctness of installation, commissioning and configuration by submission of a properly completed protocol to alpitronic within 15 working days
 - Proof of execution of mandatory annual preventive maintenance as stated in the respective operating manual

- Granted remote access rights to the Product to alpitronic for diagnosis and monitoring purposes
- alpitronic provides an extended period of 3 months for Products delivered but not immediately installed so that the maximum Warranty period will be 27 months.

A Product which has been repaired or replaced during the warranty period, will be under warranty for the remainder of the defined warranty period for the Product. Regardless of the remaining warranty period for the Product alpitronic provides 6 months warranty for repaired or replaced Products and for sold Service Parts (for the definition of Service Parts see section 3 of this document).

3. Service Parts

To support repair of faulty Products under Warranty, alpitronic provides material according to the following categories, which hereinafter will be collectively referred to as “Service Parts”:

- **Repair Parts:**
Service Parts used for standard repair or refit of Products, whereupon refit will not include the power stack.
Repair Parts are in the parts classification field marked with “R” which is determined in the spare parts list of each alpitronic product.
- **Calibration-relevant Repair Parts:**
Service Parts affecting the calibration of the Product such as displays, cables, meters, etc. These parts must be sealed with a manufacturer seal and a maintenance seal after repair or exchange.
Calibration-relevant Repair Parts are in the parts classification field marked with “Cal-R” which is shown in the spare parts list of each alpitronic product.

Depending on classification replaced Service Parts shall be returned to alpitronic or shall be disposed locally:

- **Returnable Service Parts:**
Exchanged Service Parts shall be returned to alpitronic based on instructions provided (see also section 6.4 Advanced Service Parts replacement).
- **Non-returnable Service Parts:**
Exchanged Service Parts classified as non-returnable have not to be returned to alpitronic and shall be disposed / recycled on-site. Non-returnable Service Parts can be filters or cooling liquid, parts with mechanical damage and cables upon consultation with alpitronic.

Service Parts are new or good as new and original parts. alpitronic may use alternative or replacement Service Parts with functionality equivalent to the original Service Parts. All Service Parts removed from Products under this alpitronic Limited Warranty become the property of alpitronic unless otherwise provided by applicable local law.

In case of Product failures covered by this Warranty it will be at alpitronic’s exclusive discretion, which type of Service Parts will be provided by alpitronic to remedy the respective failure.

Precondition for this Warranty is the use of original Service Parts provided by alpitronic or by sources explicitly authorized by alpitronic. Warranty for a Product will be void if non-original Service Parts will be used in the Product even if this Service Part has not caused any Product issues.

4. Warranty exclusions and limitations

alpitronic does not warrant that the operativeness of the Products will be uninterrupted or error-free. alpitronic is not responsible for damage that occurs as a result of Warrantee's failure to follow the instructions intended for the Product.

This alpitronic Limited Warranty does not apply to any Product from which the serial number has been removed or that has been damaged or rendered defective

- as a result of accident, misuse, liquid spills, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes which may not be attributed by alpitronic
- by improper installation, commissioning and configuration as a result of non-compliance with the operating, installation and maintenance manual
- by incorrect use or operation
- as a result of heavy soiling or dust unless caused by a Product defect
- by non-compliance with applicable safety regulations
- by exposing the Product to condensing humidity conditions or to water ingress beyond the specification of the Product
- by operation outside the usage parameters stated in the operations manual that shipped with the alpitronic Product
- by failure to utilize defined Service Parts necessary for proper Product operation
- by software, interfacing or Service Parts which were not introduced by alpitronic
- by non-compatibility of Warrantee's interfacing with the Product provided that the Product adheres to the applicable industry standards
- by improper site preparation, maintenance or environmental conditions that do not conform to alpitronic's site requirements as provided with the technical specifications
- by virus, infection, worm, or similar malicious code not introduced by alpitronic
- by loss or damage in transit if alpitronic is not responsible for the transport
- by modification or service by anyone other than alpitronic or an alpitronic authorized service provider without prior approval from alpitronic
- by damages caused by vandalism or mechanical damage
- by force majeure (in particular storm damage, lightning, fire, thunderstorm, flood, armed conflict, etc.)
- by normal wearing of the parts and components of the Product
- by other circumstances for which alpitronic is not responsible.

In addition to the exclusions listed above alpitronic's Warranty does not cover purely aesthetic defects without impact on Product functionality or operability (e.g., optical change of foils, fading housing color) and minor defects not impacting the functionality of the Product (e.g., defective pixels in displays and LCD screens not exceeding the specifications according to pixel error class 2 (ISO 9241-307)).

This warranty does also not cover the exchange of consumables such as filters, cooling, liquids, cable holders, etc. Consumables are in the parts classification field marked with "Con" stated in the spare parts list of each alpitronic product.

This warranty does not apply to Products, which have been subject to abuse, misuse, accident, alteration and neglect use. alpitronic shall be entitled to make final determination as to the existence and cause of any alleged defect alpitronic shall not unreasonably withhold the

approval of a warranty case.

alpitronic provides no other warranties under this agreement, expressed or implied, and alpitronic hereby disclaims all warranties including without limitation any implied warranty of merchantability, fitness for particular purpose and non-infringement.

alpitronic will not be liable for any indirect, incidental, special, consequential or punitive damages (including without limited to, loss profit or revenue, loss of data, loss of energy, loss of use, loss of business opportunities or other economic advantage, or loss of goodwill), or for the costs of procuring substitute products, arising out of, relating to or in connection with Product defect, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), Product liability or otherwise, whether or not alpitronic has been advised of the possibility of such loss or damages. The limitations specified in this Section 4 will survive and apply even if any limited remedy specified in this document is found to have failed of its essential purpose.

The exclusions and limitations of the Warranty do not apply as far as they are in contrary to compulsory law.

Should a warranty claim prove invalid after a defective Product has been inspected on-site or exchanged Service Parts have been received at the defined location or during efforts to repair a defective Product or exchanged Service Part according to this article as well as for claims with no defect found (NDF), alpitronic is entitled to charge Warrantee as for an out of warranty service case.

5. Geographical Scope

The Warranty is valid for Products sold by alpitronic. For warranty claims arising for Products sold by alpitronic and installed outside EMEA, shipping cost for Service Parts will usually be FOB customer country (Incoterms 2020). This limitation includes outermost regions according to Article 349 TEU.

For details refer to limitations defined in Appendix 2.

Warranty services will be performed by alpitronic or its authorized service partners during regular working hours on regular working days. These may differ depending on national or regional customs.

6. Warranty claims

If within the Warranty period a Product or its part exhibits a defect covered by this Warranty which compromises functioning of the Product (a warranty claim), alpitronic will, at its discretion and cost, either

- fix the Product remotely
- provide Service Parts for Warrantees for self-maintenance of the Products based on shipping conditions according to Appendix 1
- repair the Product on-site by alpitronic field service technicians or by alpitronic authorized service partners
- repair and return faulty Products in alpitronic authorized repair centers for Warrantees doing self-maintenance of the Products

to ensure proper operativeness of the Product.

Only authorized service engineers or electricians are entitled to repair and/or replace alpitronic Products. alpitronic will not be liable for damages caused by unauthorized repair attempts.

Proper operativeness is understood to be operativeness of the Product under the conditions described in the operating manual or documentation of the Product. The warranty is limited to

producing hardware and software features for the original Product at the time of delivery. Within the Warranties named above, it will be at alpitronic's exclusive discretion which of the above listed options will be applied to fix a Product defect covered by this Warranty. These options constitute alpitronic's entire obligation and Warrantee's sole remedy regarding Product defect, to the extent permitted by applicable law.

The warranty claim requires that the typed label of the respective Product bearing the serial number and date of manufacture, is authentic.

The Warrantee shall proactively provide the date of delivery and evidence that the Products fall within the warranty period to alpitronic.

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

6.1. Processing of Warranty claims

In the case of a warranty claim the Warrantee has to provide the following information in written form (the "Service request") to alpitronic contacts stated in section 11 in this document.

- Warrantee name and address
- type of product / model
- serial Number of the Product
- exact location
- failure description
- contact details (contact person, email address, telephone number)

Upon receipt of all of the above-mentioned information alpitronic will start the warranty service process as described in the following sections 6.2. to 6.6.

6.2. Remote diagnosis and repair

Since remote repair is the fastest and most efficient way to verify and repair a reported defect of an alpitronic Product alpitronic will use remote repair as the first repair option.

The alpitronic help desk has the ability to access all installed alpitronic Products remotely in order to monitor Product health and performance and to run diagnosis routines in order to identify the root cause for reported Product defects. If based on diagnosis results root causes for defects covered by Warranty can be eliminated remotely (e.g., by configuration changes, installation of software upgrades or patches) alpitronic will apply this repair procedure.

6.3. Delivery of replacement Service Parts

In case Warrantee is authorized by alpitronic to repair alpitronic Products or to organize repair of alpitronic Products by himself alpitronic may agree with Warrantee to deliver one or multiple Service Parts to fix a Product under alpitronic Warranty.

Only authorized service engineers or authorized electricians will be entitled to perform this replacement. alpitronic will not be liable for damages caused by unauthorized repair attempts. If Service Parts shipments are accompanied by documents instructions and procedures described in these documents need to be followed.

Warranty can request express shipment of Service Parts from alpitronic's warehouse to the defined destination. alpitronic will charge this service regardless of the warranty status of the related Product.

6.4. Advanced Service Parts replacement

In case Warranty is authorized by alpitronic to repair alpitronic Products or to organize repair of alpitronic Products by himself, alpitronic may agree with Warranty to ship one or multiple replacement Service Parts to the defined location to fix a Product under alpitronic Warranty prior having received the replaced faulty Service Parts. alpitronic obtains ownership of all replaced Service Parts delivered with the process described in this section. On receiving the replacement Service Part(s), Warranty shall be obliged to return the defective Service Part(s) to alpitronic in the packaging that arrives with the replacement Service Part(s) within a defined period of time according to Appendix 1 and by using the return label. alpitronic will pay shipping and insurance costs to return the defective Service Part(s) to alpitronic. Failure to return the defective Service Part(s) within the defined period of time will result in alpitronic invoicing Warranty for the replacement Service Part(s). Depending on destination country alpitronic may invoice shipped Service Part(s) and crediting the same amount once the replaced faulty Service Part(s) is/are returned. Upon issuing of a credit note or reimbursement of the costs of the invoiced amount, ownership of the returned faulty Service Part(s) will be transferred to alpitronic.

As soon as the defective Service Part(s) is/are received by alpitronic at the defined location, alpitronic identifies and inspects the returned Service Part(s). If during the inspection a Warranty exclusion criteria according to section 4 is identified, alpitronic will invoice to Warranty the delivered replacement Service Part(s) or will not credit the Service Part(s) if they have already been invoiced during the delivery process. The related faulty Service Part(s) will be kept in alpitronic's premises for a period of 45 calendar days for Warranty pick-up. After that period alpitronic reserves the right to scrap the concerned Service Part(s).

alpitronic reserves the right on a case-by-case basis to make delivery of a replacement Service Part conditional upon Warranty first paying the invoiced amount (advance payment). When the defective Service Part(s) is/are returned to alpitronic and warranty is proven any related amounts paid by Warranty will be refunded.

Only authorized service engineers or authorized electricians will be entitled to perform a replacement. alpitronic will not be liable for damages caused by unauthorized repair attempts. If the shipments are accompanied by documents the instructions and procedures described in these documents need to be followed. Utilization of the advanced replacement process is solely at alpitronic's discretion. As a prerequisite Warranty must follow the process for submitting a Service Request according to section 6.1 in this document. Based on the completed and validated service request, Warranty receives instructions from alpitronic with a reference number plus all necessary instructions for returning the exchanged Service Part(s).

Warranty can request express shipment of the replacement Service Part from alpitronic's warehouse to the defined destination. alpitronic will charge for this service regardless of the warranty status of the related Product.

6.5. On-site repair

If the reported Product defect under alpitronic Warranty cannot be repaired remotely, alpitronic may either organize on-site repair of the Product by an alpitronic field service engineer or by

an alpitronic authorized service partner. alpitronic shall assume the costs for the resulting labor and travelling time, any transport required and the required Service Parts.

6.6. Repair of faulty Service Part at the alpitronic's Repair Center (Same Unit Repair)

Upon Warrantee's request, alpitronic offers to repair faulty Service Parts and to return the same Service Parts to Warrantee. When requesting this option, Warrantee is responsible for the dispatch and insurance of the Service Parts. Transport and insurance costs shall be borne by Warrantee. alpitronic shall bear the costs for the required repair parts, spare parts and the labor costs. If a Service Part is not repairable (BER – Beyond Economic Repair), alpitronic will replace it with a refurbished or new unit of equivalent type and age.

7. Processing of out of warranty repairs

As a service, alpitronic offers the services described in sections 6.2 – 6.6 also for defects on Products not covered by alpitronic's Warranty on a fee basis, only to the extent the service is technically possible. Warrantee has to contact alpitronic's Help Desk and to inquire the total cost. alpitronic will perform the requested out-of-Warranty service upon receipt of a formal order from Warrantee. After completion of the services, Warrantee will be invoiced with the amount stated in the order.

alpitronic, however, remarks that in the case of out of warranty repair, any repair of faulty Service Parts at an authorized alpitronic Repair Center (Same Unit Repair) are subject to the following conditions:

Non-repairable Service Parts (classified as beyond economic repair) will not be replaced. Warrantee either can pick up the non-repairable Service Part from alpitronic within 45 calendar days or can immediately authorize alpitronic to scrap the Service Part. In case Warrantee will not pick up the non-repairable Service Part within the defined period, alpitronic reserves the right to scrap the Service Part. Depending on used efforts alpitronic may either invoice the amount stated in the order or invoice a reduced inspection fee.

8. Warrantee responsibilities

In order to avoid the risk of charges for issues not covered by this alpitronic's Limited Warranty (issues that are not due to defects in design, materials or workmanship on alpitronic Products), Warrantee is asked to assist alpitronic as follows:

- Provide true, accurate, and complete information when filing a warranty claim.
- Provide an environment that meets alpitronic requirements, including protecting Products from corrosion, contamination, and spills.
- Allow alpitronic to remote monitoring and diagnosis of installed alpitronic Products
- Use alpitronic remote support solutions where applicable. alpitronic strongly encourages Warrantee to use available support technologies provided by alpitronic. If you choose not to deploy available remote support capabilities, you 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 to alpitronic field service engineers or alpitronic service partners if on-site repair is required (e.g. access to Warrantee's

premises, availability of necessary keys if Warrantee uses own lock cylinders).
alpitronic will invoice Warrantee for delays or additional waiting time caused by
Warrantee's failure to ensure unhindered access to a faulty Product.

- Ensure availability of personnel to power off the transformer power if required.
Required efforts will be borne by Warrantee.
- 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 Warrantee for additional costs caused to non-information.

9. Extended support services

On top of this Standard Limited Warranty alpitronic offers extended support services to provide
service on alpitronic Products with guaranteed service levels. Extended support services are
defined in service packs, which can be purchased together with alpitronic products.

10. Concluding provisions

This Warranty is subject to the laws of Italy. Any dispute arising between the parties concerning
the interpretation, application and/or execution of the Warranty shall be referred to the Court
of Arbitration itself, according to 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 consisting of three arbitrators in accordance with the Arbitration
Rules of the said Court of Arbitration. For the appointment of the arbitration panel, the Parties
expressly refer to Article 15 and following of the said Rules.

11. alpitronic contacts

Service-related topics need to be addressed to alpitronic's help desk:

support@hypercharger.it

12. Related documents

Document
Commissioning Protocol English
Maintenance Protocol English
Maintenance Manual English
Return Label for faulty Service Parts

Appendix 1: Country-specific terms for Service Parts supply and return

Country	Incoterms Shipments for alpitronic customer from to	Spare Parts Lead Time in Working Days *	Express Spare Parts Lead Time in Working Days	Rules for Returns from customer to alpitronic	Return Time for returnable Spare Parts (Advanced Exchange Service)
EU	DDP	5	tbd	Return label	30
Norway	FCA	7	tbd	Return label	30
Switzerland	FCA	7	tbd	Return label	30
United Kingdom	FCA	7	tbd	Return label	30

*) Timings only valid for respective mainland. Islands and remote areas may have longer lead times.

Appendix 2: Country-specific warranty limitations

Country	Warranty limitations

The Warrantee herewith agrees with his signature on the warranty terms and conditions.

Date

Warrantee's signature

13. Declaration

According to article 1341 Italian Civil Code the Warrantee declares to have read, understood and accepted to following contractual terms:

- section 2: Limitation to raise objections
- section 4: Limitation of liability and to raise objections
- section 10: Place of jurisdiction

Date

Warrantee's signature
