

# VIRTA GROUP LIMITED BUSINESS WARRANTY FOR AC CHARGERS

## 1. General Applicability

Virta AC charging equipment are covered by a limited global business warranty as specified below ("Warranty") applies to new equipment sold after May 1st, 2023, such equipment is further specified in the Charging Solution Agreement and referred in related Service Quote between Virta and Customer (together the "Products").

This Warranty is provided by Liikennevirta Oy and its subsidiaries ("Virta") and shall apply between Virta and a customer who has purchased a Product directly from Virta or from an authorized Virta reseller (such customer being referred to as a "Customer" and authorized Virta resellers are referred to as "Reseller").

This Warranty is limited to these terms and conditions. In the event a Reseller provides a warranty that is more extensive than this Warranty, Virta shall not, under any circumstances, be liable for any obligations, actions or omissions that are more extensive than provided under this Warranty or any features, defects, errors or failures not covered by this Warranty.

## 2. Warranty Period

The Warranty Period is 20 months from the date of delivery. Warranty is related to delivered Product only.

After a Warranty repair, carried out by an authorized Virta service supplier, the remaining Warranty Period of the repaired or replaced Product or its part equals the remaining Warranty Period of the originally delivered Product.

## 3. Coverage

This Warranty covers defects that causes the Products not to function substantially in accordance with the Product's technical specifications under normal use conditions. This Warranty does not cover any Service or software required to use the Product.

## 4. Remedies

As the remedy for any defective Products Virta is responsible for

- i) the repair,
  - ii) replacement or
  - iii) refund of the defective Product
- during the Warranty Period.

Virta may, at its sole discretion, choose to repair, replace or refund the payment price for the defective Product. When a Product or a part is exchanged, any replacement item becomes the Customer's property and any replaced item becomes Virta's property. When a refund is given, the Product must be returned to the Virta (if separately asked by the Virta) and it becomes the Virta's property.

In any Warranty claim, the Customer must contact an authorized Virta or its service partner without delay and no later than fourteen (14) days from the moment when the defect was noticed or when it should have been noticed at the risk of the warranty of the Product expiring. The Customer needs to provide a written report describing the defective product, the defect in reasonable details and operating conditions. Further, Virta is entitled to ask for additional information before accepting the Warranty claim.

The Warranty does not cover (i) any defects caused by natural wear and tear, non-compliance with operating and maintenance instructions, connection to incorrect or faulty mains supply voltage (including voltage surges outside the equipment's specification), overloading, transport or storage damage, fire or damage due to natural causes, e.g., lightning or flooding, (ii) expenses for troubleshooting, onsite repair visits, direct or indirect travelling costs, daily allowances or accommodation, (iii) charging cables or connectors/plugs and other consumable parts.

The Warranty is void if the defect is caused by:

- (i) modifications are made to the Product without a prior written approval of the Virta, if repair or maintenance work has been carried out on the Product using other than Virta approved spare parts or consumables, if instructed maintenance for the Product is ignored, or if the repair is not carried out by an authorized Virta service provider.
- (ii) Charging station is used for another purpose than charging of an electric vehicle.
- (iii) Vandalism, any parts that are broken by vandalism
- (iv) The defect is caused by a force major event.
- (v) The Product has been used outside of its specified environmental conditions defined by the manufacturer.
- (vi) Grid instability, grid over/undervoltage or other grid connection faults.
- (vii) Dusty environmental impact.
- (viii) Broken cabling.
- (ix) Unauthorized opening/uninstalling of the Products.
- (x) Preventive maintenance activities have not been executed according to instructions.
- (xi) Dimensioning of the system does not meet specified instructions e.g. cable dimensioning
- (xii) Other similar reasons than (i)-xi) above.

If the inspection shows that the defect shall not fall within the Warranty, the repair work to be performed thereafter shall not be covered by the Warranty, and Virta or its service provider shall be entitled to compensation for such diagnostics, repair work and associated cost. Virta shall in no event be responsible for any third-party expenses or expenses/costs exceeding the Product's original purchase price or any indirect or consequential expenses/costs. To the fullest extent allowed by law, the Warranty is the sole and exclusive remedy for any defects in the Products and Virta hereby expressly disclaims all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. In no event shall Virta be responsible for incidental, consequential, punitive or liquidated damages, including but not limited to loss of earning or other indirect damages and losses. If Virta cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this Warranty and the remedy is defined by Virta in its sole discretion.

## **5. Governing Law and Disputes**

These Warranty terms and conditions shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions as well as the Convention on Contracts for the International Sale of Goods.

Any contractual disputes are primarily settled through negotiations. In case the customer and Virta are not able to settle the dispute through negotiations, any dispute controversy or claim arising out of or relating to these Warranty terms and conditions or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1), The seat of arbitration shall be Helsinki, Finland and the language of the proceedings shall be English.