

## GENERAL SALE CONDITIONS

### 1. SCOPE

- 1.1 Unless expressly agreed otherwise in writing between the contracting parties, these general terms and conditions for sales (hereinafter the "General Sale Conditions") shall apply to contracts entered into by **Gilbarco GmbH**, Ferdinand-Henze-Strasse 9, 33154 Salzkotten, Germany, in the capacity of seller (hereinafter the "**Seller**") for the delivery of goods and/or services in favour of a buyer (hereinafter the "**Buyer**").
- 1.2 Any derogation from these General Sale Conditions shall not be applied to the relationships between the parties unless expressly agreed in writing.

### 2. OFFERS AND ORDERS

- 2.1 Offers made directly by the Seller, although accepted by the Buyer, are not binding for the Seller until a written confirmation of the order, countersigned by the Buyer, is returned to the Seller or there has been a performance compliant with the order by the Seller. Similarly, if the Buyer has made a purchasing offer, the Seller shall not be bound until the purchasing offer has been properly confirmed in writing by the Seller, or there has been a performance compliant with the purchasing offer by the Seller.
- 2.2 Offers made by the Seller's agents are not binding for the Seller until, after a written confirmation of the order countersigned by the Buyer is returned to the Seller, the Seller confirm the offer in writing to the Buyer or there has been a performance compliant with the order by the Seller.

### 3. PRICES

Unless agreed otherwise in writing, prices are intended as unit price and shall apply "ex works" from the Seller's premises (EXW) (according to Incoterms 2020) exclusive of loading, taxes, customs and charges.

### 4. PACKAGING

- 4.1 Unless agreed otherwise in writing, prices include any packaging the Seller reserves the right to provide or not to provide at its sole discretion, except for the need to properly protect the goods during transport.
- 4.2 Lack of packaging shall never imply the awarding of discounts or allowances to the Buyer. Special full crate packaging shall be invoiced separately and its price shall be added to the sale price.

### 5. WEIGHTS , MEASUREMENTS AND DRAWINGS

- 5.1 All documents enclosed in our offers like illustrations, drawings, indications of weight and measurements are not definite but only estimates unless they are explicitly marked as binding. Specifications in construction drawings, foundation drawings and arrangement drawings shall only be considered as specifications, but we shall not be responsible for stability, static calculation or structural capability, unless we have the explicit task to check these aspects.
- 5.2 All drawings, user manuals, estimates of costs and other documents made available by us are subject to our property and copy rights. They shall not be revealed to third parties and only be used for the contractual purpose.
- 5.3 Cabling and electric installation has to be carried out by a certified electrical engineer and must be in accordance with all applicable laws and regulations.

### 6. DELIVERY

- 6.1 Unless otherwise agreed upon in writing, sale is intended as being "ex works" from the Seller's premises (EXW) (according to Incoterms 2020). Therefore, even in case the parties agree that shipping shall totally or partially be in charge of the Seller, the latter shall act as a mandate of the Buyer, it being understood that transport shall be at the Buyer's own expense and risk, including any expenses incurred for good stocking at carrier warehouses.
- 6.2 Terms of delivery start on whichever of the following dates is latest: (i) order confirmation date; (ii) date of receipt of all data required for delivery accomplishment. To the maximum extent permitted under the law and with the exclusion of gross negligence and wilful misconduct, in case of any delay, the Seller exclude straight away compensation for damages, as provided by article 18 below.
- 6.3 Unless otherwise agreed upon in writing, the delivery is carried out through a written communication to the Buyer (even by telex or fax), informing him that products are at its disposal; the Buyer will have a peremptory time limit of 10 days since the receipt of the communication to collect the goods, it being

understood that, should the Buyer without a justified reason fail to collect or accept the goods supplied in compliance with the terms of the contract, at the contractually agreed location or on the contractually agreed date, it shall be charged with the storage charges according to the regulations and tariffs in force at the time of delivery.

7. PAYMENT

7.1 Unless otherwise agreed upon in writing, payments shall have to be made within the planned time limits (at the bank indicated by the Seller). Payments cannot be made to Seller's employees or agents not owning an express written authorisation. The same rule also applies in case of payments made through drafts, transfers or direct bills, even for the purposes of judicial authority jurisdiction.

7.2 The Buyer is aware that failure to comply with such condition implies the duty to repeat the payment, waiving straight away any and whatever claim against the Seller itself. The Buyer must pay the price in whole even in case of dispute. The Seller shall only have a right of offset or retention in the event of *res judicata* or undisputed counterclaims.

7.3 .In case of payment by instalments, failure to pay or delayed payment of even a single instalment, will give the Seller the right to request, starting from the payment expiry date and without any need of a default action, (i) the payment of a penalty for delay equal to Euro 100.00, according to Section 341 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) (ii) the interests on arrears according to Section 288 Para. 2 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) and (iii) the compensation for any other suffered damage. Should the Buyer fail to pay two instalments, even non consecutive, or should it pay them late, the Seller reserves the right to resolve the contract by express termination clause pursuant to Section 323 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) after demand for payment, or to request the performance of the contract through recorded delivery letter, claiming full price payment, while retaining the right to claim any compensation for damage. The Seller is authorised straight away to stop deliveries should the Buyer fail to comply with this provision.

8. WARRANTY TERMS AND CONDITIONS

8.1 The Seller guarantees the sold goods against any manufacturing defects at the purchasing date. Seller guarantees its Products will be free from manufacturing defects during the Warranty Period. The definitions of the product and its specific Warranty Terms and Conditions shall be governed by the terms of Annex 1 of these General Sale Conditions

8.2 This warranty is exclusive and supersedes any other quality and performance warranties, whether written, verbal or implicit. Any other warranties, including any implied warranties of merchantability or fitness for purpose, are hereby specifically excluded by GVR to the extent legally possible.

9. PRODUCT-RELATED RESPONSIBILITY

9.1 Unless it provides evidence that the defect that caused the damage to people or objects already existed at sale time, the Buyer shall hold harmless and indemnify the Seller from any responsibility, damage, expense and cost the latter may be called to account for liability related to defective products, in case the damage can anyway be ascribed to the Buyer, in particular if the latter has improperly used the good, has allowed the intervention of personnel not authorised by the Seller for good's maintenance or repair, has used spare parts without the marking artwork of the Seller, or approved by the latter, has used any products not recognised by the manufacturer (see clause 8 above), has failed to carry out good's maintenance when planned, or has failed to comply with the indications contained in the installation, user and maintenance manuals during installation, maintenance and use.

9.2 Seller has no responsibility for claims based, in whole or part, on Non-Seller Products, items not provided by Seller, or any violation of law or third-party rights caused by Buyer's (or Buyers' Customers' or End users') content, materials, designs, specifications, modifications or use of a non-current version or release of a Seller Product when an infringement claim could have been avoided by using a current version or release.

10. ACCEPTANCE OF GOODS

10.1 Complaints concerning the non-conformity of delivered goods with the order or the offer, and in particular complaints concerning colour, quantity, weight and so on, must be lodged by the Buyer to the Seller's without delay by sending a recorded delivery letter to the Seller's premises within seven days of delivery. Once the term Otherwise goods are considered as definitively accepted.

- 10.2 Alleged or actual damages suffered during transport must be immediately notified to the carrier, as the Seller shall not be responsible for any of such damages.
11. CHANGE IN CIRCUMSTANCES
- 11.1 If, due to reasons that cannot be foreseen by a normally experienced business operator, fulfilment of the Seller's orders has become too costly for the consideration originally agreed upon, the Seller may request a revision of the contractual conditions, and, failing that, declare the contract resolved. In the latter case, the Seller shall refund any sums paid by the Buyer without interests. The right to claim compensation for damages remains unaffected.
12. ADVERTISING
- 12.1 The Seller shall not be liable to public statements made in the advertising if the Buyer is unable to prove that the statements influenced its decision to purchase or if the Seller was not and could not be expected to be aware of such statement or if the statement had already been rectified at the time the Buyer decided to make the purchase.
- 12.2 Pictures, catalogues, leaflets and/or drawings, even when accompanying the offers or order, are intended as a guideline only and are subject to change at any time at the discretion of the Seller and are not binding for the latter
- 12.3 Changes made for manufacturing enhancements cannot be questioned by the Buyer. In any case drawings, pictures, photos, models, catalogues, etc., even when annexed to offers or orders, shall remain the property of the Seller, and cannot be copied, reproduced or transferred to third parties without prior written consent of the Seller.
13. CHANGE IN THE BUYER'S MEMBERSHIP INTEREST
- The Seller has the right to terminate the contract or, alternatively, request the payment of all the amounts still due in case of any substantial changes in the Buyer's membership interest.
14. LIMITATION OF BUYER'S REMEDIES
- To the maximum extent permitted under the law, and with the exclusion of gross negligence and wilful misconduct, the Seller shall: (i) not be liable for any indirect, incidental, consequential and/or, if applicable, punitive damage based upon breach of contract (including but not limited to breach of warranties), negligence, strict tort and/or any other legal, equitable or statutory claim and/or legal proceeding; and (ii) be solely liable for actual damages caused by a Seller's breach of contract, provided that, in this case, Seller's overall liability would not exceed the contract price of the goods furnished by the same.
15. PROPRIETARY RIGHTS
- Seller shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Seller rendering engineering services to and designing systems and goods for Buyer's use. Buyer agrees not to enforce against Seller or customers of Seller any patent rights, the scope of which includes a system, process or business method utilizing goods or engineering services delivered hereunder by Seller and which relates to an invention, improvement, enhancement or development made by or for Buyer on a date subsequent to the date of Seller's offer hereunder.
16. HAZARDOUS MATERIALS
- Buyer acknowledges that certain supplies covered by this contract may be, or become, considered as hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller except as to the accuracy of special safety information actually furnished by Seller), with any hazard of such materials and their applications and the containers in which such materials are shipped. Buyer agrees to inform and train its employees and its customers as to such hazards. Buyer agrees to waive any claim against Seller and hold harmless and indemnify Seller against any claims by its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Seller.
17. DELAY
- 17.1 Delivery dates are approximate and are not guaranteed and, to the maximum extent permitted under the law, and with the exclusion of gross negligence and wilful misconduct, Seller shall not be liable for damages of any kind resulting from any delays in fulfilment, shipment or delivery of orders. Furthermore, Seller shall

- not be liable for any other loss, damage, cost or expense due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labour, materials, manufacturing facilities or transportation due to such causes.
- 17.2 In the event of a delay in delivery in excess of ninety (90) consecutive days, Buyer has the right to cancel its order as to the undelivered portion thereof without penalty.
18. CANCELLATION  
Unless otherwise agreed in writing by Buyer and Seller, all cancelled orders will be subject to a 15% cancellation fee. Furthermore, Seller is entitled to ask to Buyer the reimbursement of any additional damages it may incur. Buyer may not cancel orders for non-standard goods or orders for goods which have left Seller's premises.
19. COMPLIANCE WITH LAWS/ANTI-CORRUPTION  
Buyer shall comply fully with all applicable laws, rules and regulations, including without limitation those of the United States and any and all other jurisdictions globally (the "**Laws**") that apply to Buyer's business activities in connection with its purchase of goods from Seller. Specifically, Buyer shall comply with all the Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar matters that are applicable to Buyer's business activities in connection with this contract, including without limitation the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and the Strafgesetzbuch (*German Criminal Code*). Buyer will take no action that will cause Buyer or Seller or any of their affiliates to violate any such Laws.
20. ENTIRE AGREEMENT  
Unless otherwise agreed in writing by Seller and Buyer, these General Sale Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions and/or obligations referring to the subject matter not contained herein. If any term or provision of this contract shall to any extent be invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law. Any modifications hereto shall be agreed by the parties in writing.
21. FORCE MAJEURE  
Except as otherwise specifically provided herein, neither party shall be liable for any failure to perform or for any delay in performing any of its obligations hereunder caused by circumstances beyond its reasonable control or which makes performance commercially impracticable, including, but not limited to fire, storm, flood, earthquake, hurricane, tornado, explosion, accident, acts of public enemies, war, rebellion, insurrections, sabotage, epidemic, quarantine, restriction, labour disputes, labour shortages, transportation embargoes or delays, inability to secure raw materials or machinery for the manufacture of Products, acts of God, acts of any government, any agency thereof, judicial actions or any other such external circumstances. Buyer's duty to make timely payments to Seller shall not be excused by an event of force majeure.
22. GOVERNING LAW AND JURISDICTIONS
- 22.1 This contract shall be governed by German law, under exclusion of its conflict-of-laws provisions and the UN-Convention on Contracts for the International Sale of Goods.
- 22.2 For any litigation or dispute the only court having jurisdiction shall be the court of Paderborne
23. ELECTION OF DOMICILE  
For the purposes of communications and notifications, the Seller and the Buyer declare to elect domicile at their respective registered offices.
24. PRIVACY AND CONFIDENTIALITY
- 24.1 To the extent applicable, the personal data of the Buyer shall be processed in accordance with the conditions of the General Data Protection Regulation (EU) 679/2016 and in accordance with the Seller's data protection provisions found at Gilbarco's website.
- 24.2 The Seller shall be entitled to save, transfer, process and delete personal data pertaining to the Buyer in the course of business, as well as data in relation to business transactions.
- 24.3 The Buyer shall be required to keep confidential all information and/or data obtained from or made available by the Seller, to use them only for the purposes intended under contract and to pass them on to

third parties only with the prior written consent of the Seller.

\* \* \*

**ANNEX 1**

**TYPE A – Dispenser**

1. **WARRANTY TERMS AND CONDITIONS**

- 1.1 The Seller guarantees sold goods against any manufacturing defects for twelve months from the purchasing date. This warranty only covers hardware product components and only applies to hardware products manufactured by or on behalf of the Seller and that can be identified through the mark, the trade name or the “Gilbarco” logo on them, or anyway equipped with the relevant sale invoice. The software (by the Seller or by third parties) is subject to licence contracts with the final user or to distinct warranty conditions.
- 1.2 Should any manufacturing defects be detected within the warranty period, the Seller or one of its authorised service shops shall repair/replace defective goods within the terms and under the conditions stated below, without any charge to the Buyer for the labour costs incurred to repair and/or replace the goods.
- 1.3 Replacement under warranty conditions shall only be performed if the defect is notified to the Seller within the warranty period. Procedures to request interventions under warranty conditions are subject to the following rules. In the event of an obvious defectiveness or incompleteness of the service or the supply, we are to be notified thereof in writing without delay, but at the latest within 8 days after receipt of the supply or service, and in the event of hidden deficiencies without delay but at the latest within two weeks after detection of the defect, including a precise description of the defect. At our request the defective goods are to be returned to us. Claims of the Customer on account of defectiveness or incompleteness of the delivery or service are excluded if it fails to comply with this obligation. Apart from that, German law sec. 377 HGB shall apply. Before requesting an intervention under warranty conditions the Seller encourages the user to thoroughly read the relevant operating instructions. This warranty shall not be applicable if the model indication or the serial number on the product have been modified, deleted, removed or made unreadable.
- 1.4 To the maximum extent permitted by law, expenses incurred for the transport, the packaging and the management of shipping to the Seller shall be fully borne by the Buyer. Expenses incurred for the transport, the packaging and the management of shipping to the Buyer shall be borne by the Seller.
- 1.5 The Seller reserves the right to replace defective goods or their components with new or repaired products or components. All replaced products and components shall become the property of the Seller.
- 1.6 This warranty does not cover:
  - 1.6.1.1 the software (by the Seller or by third parties) subject to licence contracts with the final user or to distinct warranty conditions;
  - 1.6.1.2 the periodic maintenance operations and the repairing or replacement of parts due to wearing or tear; e.g. glass, filters, V-belts, bulbs, tubes, valves, hanging hardware;
  - 1.6.1.3 expendable items (components that are likely to request periodic replacement during the product useful life, like batteries, printer cartridges, etc.);
  - 1.6.1.4 damages or defects due to inappropriate product employment, use or treatment, for purposes other than normal usage;
  - 1.6.1.5 damages or defects due to transport; if the transportation is not assigned to the Seller according to the agreed delivery term per section 6.1 above;
  - 1.6.1.6 damages or defects due to incorrect product storage; if the storage is not assigned to the Seller according to the agreed delivery term per section 6.1 above
  - 1.6.1.7 damages due to product usage under environment and operating conditions that are abnormal, or anyway do not comply with the specifications contained in the user and installation manual;
  - 1.6.1.8 damages that are not duly notified in writing to the Seller according to section 8.3 above
  - 1.6.1.9 damages where the Buyer has not sent back the defective parts without inappropriate delay to the Seller, in the case that this was requested by the Seller;
  - 1.6.1.10 damages or product changes due to:
    - 1.6.1.10.1 incorrect use, including: (a) treatments causing damages or physical, style or surface alterations to the good; (b) wrong installation or use of the good for purposes other than the designed ones, or failure to follow the Seller’s installation and user instructions; (c) incorrect good maintenance, not complying with the manufacturer’s proper maintenance

instructions, including the use of spare parts that are not genuine or indicated by the Seller; (d) good installation or use not complying with the technical or safety regulations in force;

- 1.6.1.10.1.2 IT virus or use of the product in combinations with software not supplied with the good, or incorrect software installation;
- 1.6.1.10.1.3 defects of the systems to which the good is connected, or into which it is incorporated, except for the products the Seller declares as specifically designed to be used in combination with its goods;
- 1.6.1.10.1.4 use of the good with accessories, devices and other products whose type, condition and standard are different from those prescribed by the Seller;
- 1.6.1.10.1.5 repair operations or repair attempts by unauthorised/unqualified personnel;
- 1.6.1.10.1.6 good adaptations or changes made without prior written authorisation by the Seller, including: (a) good's update not complying with the specifications and functions described in the instruction manual; or (b) changes made to the good to comply with national or local technical or safety regulations in countries other than those where the good has been specifically designed and manufactured;
- 1.6.1.10.1.7 carelessness;
- 1.6.1.10.1.8 accidental events, fires, fluids, chemicals or other substances, floods, vibrations, overheating, inadequate ventilation, over-currents, wrong input supply voltage, radiations, electrostatic discharges, including lightings, other forces and external impacts.

#### **TYPE B– KEMPOWER PRODUCTS**

The Charging Equipment are designed and tested for demanding industrial and commercial environments and are covered by a limited global warranty as specified below.

This limited global warranty ("Warranty") applies to new electrically powered equipment sold by Gilbarco GmbH (GVR) , unless otherwise informed by a GVR representative in writing as well as selected original parts of GVR equipment (together the "Products").

#### **1. WARRANTY TERMS AND CONDITIONS**

- 1.1 This Warranty is provided by Gilbarco Veeder-Root (hereinafter "GVR" or "Seller") and shall apply between GVR and a customer who has purchased a Product directly from GVR or from an authorized GVR sales partner.
- 1.2 This Warranty is limited to these terms and conditions. In addition, the products supplied are guaranteed to be compliant to the GVR specifications. In the event a authorized GVR sales partner provides a warranty that is more extensive that this Warranty, GVR shall not, under any circumstances, be liable for any rights, 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.
- 1.3 GVR warrants that its Products are free from defects in materials and workmanship under normal use for the Warranty period. GVR warrants that the products sold are compliant with the Laws, the Certifications and the Regulations of the countries where the product will be sell.
- 1.4 **Validity.** The warranty Period is 26 months from the date of purchase, but no longer than 36 months from the date of manufacturing.



- 1.5 Warranty is related to delivered Product only. Any other material, labor or travelling costs are not included.
- 1.6 **Limitations of the Warranty.** During the Warranty Period the GVR is responsible for: i) the repair, ii) replacement or iii) refund of the defective Product.
- 1.7 The GVR may, at its sole discretion, choose to repair or replace the defective Product. Any decision to refund the defective product, needs to be based on a mutual agreement between the GVR and the Buyer. The Product is regarded as defective, if it does not substantially function in accordance with specifications of the Operating Manual.
- 1.8 When a Product or a part is exchanged, any replacement item becomes the Buyer's property, and any replaced item becomes GVR's property. When a refund is given, the Product must be returned to the GVR (if separately asked by the GVR) and it becomes the GVR's property.
- 1.9 In any Warranty claim case, the Buyer must contact an authorized GVR service supplier 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 Buyer needs to provide a written report describing the operating conditions as a precondition for the Warranty claim to be approved by the GVR. Further, the GVR is entitled to ask for additional information about the operating conditions before accepting the Warranty claim. The Buyer is entitled to get the Product repaired by any authorized GVR's Service Supplier. The validity of the Product's Warranty Period may be verified from the GVR's backend system.
- 1.10 However, it is recommended that the Buyer provides the authorized GVR service supplier with the purchase receipt and /or registration document. Furthermore, the Product's serial number must be legible at the time of the Warranty claim (the serial number can be found in the Product specification plate).
- 1.11 The validity of the warranty for the Product requires that the defect or fault of the Product requires that the defect or fault of the Product has been reported to GVR in accordance with these warranty terms and conditions, and that the title and possession of the Product or its part replaced under warranty transfers or is transferred to GVR's Service Supplier at Buyer's cost upon replacement if the nature of the Product or its part allows such return.
- 1.12 The report must be sent by email to address: [eu\\_ev\\_support@gilbarco.com](mailto:eu_ev_support@gilbarco.com)
- 1.13 This Warranty does NOT cover the following: a) 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; b) Expenses for troubleshooting, direct or indirect travelling costs, daily allowances or accommodation; c) Charging cables or connectors/plugs and other consumable parts such as switches, LED lights, socket outlets, sealings.



- 1.14 The Warranty may be void, if other than GVR supplied charging connectors or cables are used with the Product. Warranty is also void if modifications are made to the Product without a prior written approval of the GVR, if repair or maintenance work has been carried out on the Product using other than GVR supplied spare parts or consumables, if instructed maintenance for the Product is ignored, or if the repair is not carried out by an authorized GVR's Service Provider.
- 1.15 Warranty exclusions are, but not limited to/Warranty is void if: a) Charging station is used for another purpose than charging of an electric vehicle; b) Vandalism, any parts that are broken by vandalism; c) Force Majour, e.g., natural conditions are off limits; d) Plug/cable or Pantograph is broken due to improper use; e) Using the products outside of their specified environmental conditions; f) Stronger mechanical impact on Charging Power Unit cabinet or Satellite/Pantograph than their IK rating; g) Grid instability, grid over/undervoltage or other grid connection faults; h) User interface touch screen broken by excessive force; i) Dusty environmental impact has not been taken account in preventive maintenance schedule; j) Broken cabling caused by e.g. machinery, natural event or alike; k) Unauthorized opening/uninstalling of the Products; l) Preventive maintenance activities have not been executed according to instructions; m) Dimensioning of the system does not meet specified instructions e.g. cable dimensioning; n) If communication system's VPN connection has been left open causing cyber attack.
- 1.16 If the troubleshooting 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 the GVR or GVR's Service Provider shall be entitled to remuneration for such repair work. The GVR 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 GVR will have no other obligation with regard to the Products except as stated in this limited Warranty. To the fullest extent allowed by law, the Warranty is the sole and exclusive remedy for any defects in the Products and GVR 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 GVR be responsible for incidental, consequential, punitive or liquidated damages, including but not limited to loss of earning or other indirect damages and losses. If GVR 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 to repair or replacement as determined by GVR in its sole discretion.
- 1.17 **Warranty period after the Warranty repair / Spare parts warranty.** After a Warranty repair, carried out by an authorized GVR's Service Supplier, the remaining Warranty Period of the repaired or replaced Product or its part equals the remaining Warranty Period of the original Product. If purchased separately, the spare parts have a Warranty period of twelve (12) months.

## **TYPE C – Alpitronic**

### **Hypercharger Standard Limited Warranty Terms & Conditions**

These GVR Limited Warranty Terms provide for Warrantees of Hypercharger products specific limited warranty rights for the duration specified in this document. It will also provide detailed information regarding the warranty offered by GVR, 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 GVR as the manufacturer of the product purchased. Other warranty obligations than those specified herein, whether given by GVR sales partners or third parties, cannot be

claimed from GVR. However, there is the possibility to purchase Service Packs for extended support services to extend the warranty in scope, time and service performance. GVR shall provide warranty services exclusively for GVR-branded products and solely for components/products that have been released by the manufacturer. If not specified otherwise, GVR 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**

Gilbarco GmbH

Ferdinand-Henze-Straße

33154

Paderborn

Germany

1.1 Grants to Purchasers (hereinafter: "Warrantee") of GVR hypercharger products (hereinafter: "Products") directly from GVR 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**

2.1 Warranty period starts on the day stated on the delivery note of the Product at the initial shipment from GVR 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 GVR's warranty documents.

2.2 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:
  - o Proof of correctness of installation, commissioning and configuration by submission of a properly completed protocol to GVR within 15 working days;
  - o Proof of execution of mandatory annual preventive maintenance as stated in the respective operating manual;
  - o Granted remote access rights to the Product to GVR for diagnosis and monitoring Purposes.
- GVR provides a extended period of 3 months for Products delivered but not immediately installed so that the maximum Warranty period will be 27 months.

2.3 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 GVR 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

3.1 To support repair of faulty Products under Warranty, GVR 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 GVR 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 GVR product.

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

- **Returnable Service Parts:**

Exchanged Service Parts shall be returned to GVR 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 GVR 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 GVR.

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

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

Precondition for this Warranty is the use of original Service Parts provided by GVR or by sources explicitly authorized by GVR. 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

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

4.2 This GVR 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 GVR;
- by improper installation, commissioning and configuration as a result of noncompliance 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 GVR Product;
- by failure to utilize defined Service Parts necessary for proper Product operation;
- by software, interfacing or Service Parts which were not introduced by GVR;
- 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 GVR's site requirements as provided with the technical specifications
- by virus, infection, worm, or similar malicious code not introduced by GVR;
- by loss or damage in transit if GVR is not responsible for the transport;
- by modification or service by anyone other than GVR or an GVR authorized service provider without prior approval from GRV;
- 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 GVR is not responsible.

4.3 In addition to the exclusions listed above GVR'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)).

4.4 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 GVR product.

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

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

4.7 GVR 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 GVR has been advised of the possibility of such loss or damages.

4.8 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.

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

4.10 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), GVR is entitled to charge Warrantee as for an out of warranty service case.

## **5. Geographical Scope**

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

5.2 Warranty services will be performed by GVR 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**

6.1 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), GVR 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 GVR field service technicians or by GVR authorized service partners;
- repair and return faulty Products in GVR authorized repair centers for Warrantees doing self-maintenance of the Products;
- to ensure proper operativeness of the Product.

6.2 Only authorized service engineers or electricians are entitled to repair and/or replace GVR Products. GVR 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 GVR's exclusive discretion which of the above listed options will be applied to fix a Product defect covered by this Warranty. These options constitute GVR's entire obligation and Warrantee's sole remedy regarding Product defect, to the extent permitted by applicable law.

6.3 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 GVR.

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

### **I. 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 GVR 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 GVR will start the warranty service process as described in the following sections 6.2. to 6.6.

### **II. Remote diagnosis and repair**

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

### **III. Delivery of replacement Service Parts**

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

Only authorized service engineers or authorized electricians will be entitled to perform this replacement. GVR 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.

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

### **IV. Advanced Service Parts replacement**

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

As soon as the defective Service Part(s) is/are received by GVR at the defined location, GVR identifies and inspects the returned Service Part(s). If during the inspection a Warranty exclusion criteria according to section 4 is identified,

GVR will invoice to Warrantee 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 GVR's premises for a period of 45 calendar days for Warrantee pick-up. After that period GVR reserves the right to scrap the concerned Service Part(s). GVR reserves the right on a case-by-case basis to make delivery of a replacement Service Part conditional upon Warrantee first paying the invoiced amount (advance payment). When the defective Service Part(s) is/are returned to GVR and warranty is proven any related amounts paid by Warrantee will be refunded.

Only authorized service engineers or authorized electricians will be entitled to perform a replacement. GVR 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 GVR's discretion. As a prerequisite Warrantee must follow the process for submitting a Service Request according to section I in this subsection 6 of this document. Based on the completed and validated service request, Warrantee receives instructions from GVR with a reference number plus all necessary instructions for returning the exchanged Service Part(s).

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

#### **V. On-site repair**

If the reported Product defect under GVR Warranty cannot be repaired remotely, GVR may either organize on-site repair of the Product by an GVR field service engineer or by an GVR authorized service partner. GVR shall assume the costs for the resulting labor and travelling time, any transport required and the required Service Parts.

#### **VI. Repair of faulty Service Part at the GVR's Repair Center (Same Unit Repair)**

Upon Warrantee's request, GVR 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. GVR 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), GVR will replace it with a refurbished or new unit of equivalent type and age.

#### **8. Warrantee responsibilities**

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

- Provide true, accurate, and complete information when filing a warranty claim.
- Provide an environment that meets GVR requirements, including protecting Products from corrosion, contamination, and spills.
- Allow GVR to remote monitoring and diagnosis of installed GVR Products
- Use GVR remote support solutions where applicable. GVR strongly encourages Warrantee to use available support technologies provided by GVR. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- Cooperate with GVR in attempting to resolve the problem using online chat, email, or telephone.



- Ensure unhindered access to the faulty Product to GVR field service engineers or GVR 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). GVR 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. GVR will invoice Warrantee for additional costs caused to non-information.

## 9. Extended support services

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

## 10. Concluding provisions

10.1 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.

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

Country	Incoterms for Shipments from GVR to customer	Spare Parts Lead Time in Working Days *	Express Spare Parts Lead Time in Working Days	Rules for Returns from customer to GVR	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.