

This Alfen ICU B.V. B2B Warranty 2025-I, is used by Alfen ICU B.V., registered with the Dutch Chamber of Commerce under number 64998363 with its principal place of business at Hefbrugweg 79, 1332 AM Almere, the Netherlands, hereinafter '**Alfen**'.

Alfen only sells to companies and provides the following B2B warranty on charging equipment for electric vehicles ('**EV Chargers**') and spare parts for the EV Chargers ('**Spare Parts**'). EV Chargers and Spare Parts together referred to as '**Products**'.

1 Warranty

- 1.1 For EV Chargers delivered before 1 July 2025, Alfen warrants that the EV Chargers are free from defects for a period of twenty-four + three (=27) months, and for EV Chargers delivered on or after 1 July 2025, Alfen warrants that the EV Chargers are free from defects for a period of thirty-six (36) months, from the date of loading the EV Chargers for transport from the Alfen factory ('**Warranty Period EV Chargers**').
- 1.2 Alfen warrants that the Spare Parts are free from defects for a period of twelve (12) months from the date of loading the Spare Parts for transport from the Alfen factory ('**Warranty Period Spare Parts**').
- 1.3 The warranty for EV Chargers and the warranty for Spare Parts together or separately defined as **Warranty**.
- 1.4 Customer shall not assign or transfer the Warranty set out in this document to its customers who are consumers.
- 1.5 If a Product fails in its normal use during the Warranty Period, Customer has two options:
 - 1.5.1 for EV Chargers and Spare Parts Alfen or its service partner on Alfen's behalf will repair or replace, at its sole discretion, the Product at no charge to Customer for material and/or labour. In this case, the Product should be returned to Alfen or its service partner. Customer shall be responsible for any transportation costs to the Alfen factory or any other repair location indicated by Alfen ('**Alfen Repair Centre**') and shall follow the Warranty Procedure set out in article 2.1.2 ('**Alfen Repair**'); or
 - 1.5.2 for EV Chargers an Alfen Authorized Repair Partner ('**ARP**') may repair the EV Charger and Customer shall follow the Warranty Procedure set out in article 2.1.3 ('**ARP Repair**').
- 1.6 This Warranty is the exclusive warranty and is provided instead of any warranty of merchantability, fitness for a particular purpose or any other warranty, express or

implied. For a failure resolution Alfen or an Alfen ARP may be contacted.

2 Warranty procedure

- 2.1 A Warranty claim and failures of the EV Charger shall be subject to the below conditions:

- 2.1.1 Customer must report the failure to Alfen or to the ARP within thirty (30) days after the discovery of a defect.
- 2.1.2 For an Alfen Repair: if Customer choses for an Alfen Repair, Customer shall submit a web form with a description of the defect via the Alfen Customer Service Portal at <https://support.alfen.com>. If the failure to the Product cannot be resolved remotely, Customer shall at its own expense ship the Product to an Alfen Repair Centre, after submitting a request thereto and receipt of respective instructions from Alfen. If the failure is covered by this Warranty, Alfen will repair or replace the Product and ship it back to Customer at Alfen's cost. However, custom duties and taxes, if applicable, shall be paid by Customer. If the failure is not covered by the Warranty (see Exclusions below), Alfen will provide a quote for appropriate repair works. In case Customer accepts the quote and places an order for the repair, Alfen will repair the Product, and send it back at Customer's expense. If the quote is not accepted, or if no defect is found, the Product will be send back at Customer's expense, CIP (Customer's address) in conformity with the Incoterms 2020, and Alfen will charge Customer with reasonable diagnosis costs. Upon sending the Product back to Customer, Alfen will communicate the expected delivery date to Customer. Any claims relating to the transport must be communicated to Alfen within five (5) days after the expected delivery date, under penalty of forfeiture of any rights.
- 2.1.3 For an ARP Repair: if Customer is registered as an ARP Customer, ARP Customer may at its own expense instruct its own engineers or its ARP's engineers to resolve the defect. ARP Customer shall give written notice of the repair to Alfen within thirty (30) days after the repair by including a specific description of the nature of the repair and the Spare Parts used. If the failure is covered by Warranty, ARP Customer may request the replacement Spare Parts free of charge from Alfen. An ARP Customer shall: (a) follow Alfen's training and certificate conditions and

any available Alfen repair and claim instructions, (b) only use staff who are authorized (with a valid training certificate), (c) only use Alfen Spare Parts, and (d) keep all administrative records and replaced parts for at least three (3) months after the repair. Within these three (3) months, Alfen may request ARP Customer to return the replaced parts to Alfen at the expense of ARP Customer. If an ARP Customer does not meet the requirements stated above, Alfen has the right to immediately withdraw the ARP registration of the ARP Customer.

3 Exclusions

- 3.1 The Warranty for the Products does not apply in case of: (i) misuse or use of the Product beyond its intended purpose, (ii) external damage, (iii) failures from the grid and/or the (mobile) network provider, distribution service operator, charge point operator, e-mobility service provider, or power supply; (iv) faulty installation, repair, assembly, disassembly, modification, configuration or maintenance by a party other than an ARP, (v) use not in accordance with the Alfen manuals; (vi) malfunction of an open charge point back office system; (vii) use of non-approved attachments or non-genuine parts; (viii) force majeure situations; or (ix) activated residual current device (RCD) by the electric vehicle. Furthermore, damage to the electrical vehicle itself (including, but not limited to, broken electric vehicle charging cable or socket, tripping RCD, soft-or hardware problem in the converter) is never covered by this Warranty.

4 Spare parts

- 4.1 Alfen further warrants the availability of Spare Parts or their functional equivalent for the EV Chargers for a period of 5 years from the date of loading the EV Chargers for transport from the Alfen warehouse.

5 Governing law and jurisdiction

- 5.1 Any dispute or claim arising out of or in connection with this Warranty shall be governed by and construed in accordance with the laws of the Netherlands, excluding book 7 (with the exception of 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). All disputes shall be settled exclusively by the District Court "Midden Nederland", location Almere, the Netherlands.