



## STANDARD WARRANTY TERMS AND CONDITIONS

Version 1-6 of Standard Warranty Terms and Conditions for hyperchargers

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## I. SECTION – DEFINITIONS

| Term   | Description  |
|--|--|
| Business Day                                 | means any day except any Saturday, any Sunday, or any day which in Italy/South Tyrol is a legal holiday or any day on which Italian banking institutions are authorized or required by law or other governmental action to close.                              |
| Customer                                     | means the purchaser or company that owns the Product   |
| Extended Warranty / Extended Warranty Period | means timely extension of Standard Warranty which can be purchased by Customer.  |
| hypercharger                                 | means the denomination of the Products manufactured by alpitronic, in its different versions   |
| Incoterms 2020                               | means the rules for the use of domestic and international trade terms issued by the International Chamber of Commerce (“ICC”) in 2020.   |
| Local Business Hours                         | means for Remote Services CET  |
|  | Means for On-Site Services the respective time zone where Product is installed   |
| On-Site Services                             | means Services provided at the place of installation of the concerned Product by qualified field service technicians from alpitronic or from Subcontractors. On-site services include repair of a faulty Product with and without replacement of Service Parts |
| Party  | means alpitronic or Customer individually  |
| Parties                                      | means alpitronic and Customer collectively   |
| Preventive Maintenance                       | means the tasks set out in Clause 14.4.4.  |
| Product                                      | means a specific hypercharger purchased by Customer. When related to Warranty Period, Product refers to the entire Product except cables and Spare Parts.  |

|   |  |
|---|--|
| Purchase Agreement                      | means the agreement on the basis a Product was acquired by alpitronic or third party that has acquired the Product by alpitronic.  |
| Remote Services                         | Remote Services are performed without physically touching the faulty Product by remote help desk staff member. Remote Services can be provided only with remote access to the faulty Product by analysing the provided problem description, asking additional questions, analysis of provided log files or by remote access to the concerned Product |
| Service(s) / Standard Warranty Services | means the Service(s) indicated in Section IV.  |
| Service Request                         | means the claim from Customer towards alpitronic to perform Standard Warranty Services   |
| Service Time 9x5                        | means 9 Local Business Hours, 5 business days a week. Availability of the help desk for remote support and availability of on-site service at local business hours (8:00am – 5:00pm) on local business days (Monday – Friday) except legal public holidays.  |
| Service Level Agreement                 | means a separate Agreement concluded between alpitronic and Customer which defines different service levels and resolution times for Services.   |
| Standard Warranty Period                | means Warranty Period for Product which is granted free of charge for 24 months.   |
| Best Effort                             | means that Service Supplier will perform Services according to availability of personal and material resources   |
| Warranty                                | means the terms of this Standard Warranty  |
| Warranty Claim                          | means the notice by Customer to alpitronic to repair the Product due to a defect   |
| Warranty Period                         | means the period during which Warranty is granted. The Warranty Period is subdivided in Warranty Period for Product excluded cables  |

|  |  |
|--|--|
|  | and spare parts, Warranty Period for cables and Warranty Period for Service Parts. |
|--|--|

## **II. SECTION – PARTIES**

### **1. MANUFACTURER**

alpitronic GmbH-S.r.l. (Gesellschaft mit beschränkter Haftung/società a responsabilità limitata), a limited liability company established under the Laws of Italy, with registered office in Via di Mezzo ai Piani, 33, 39100 Bolzano (BZ), ITALY

Tel.: +39 0471 1096450  
 Fax: +39 0471 1096451  
 Homepage: <http://www.hypercharger.it>  
 E-Mail: [info@hypercharger.it](mailto:info@hypercharger.it)

### **2. CUSTOMER**

The legal entity who has purchased the Product or is the charging point operator.

### **3. SERVICES**

- 3.1. The Services to be performed under this Standard Warranty Terms are provided by alpitronic or authorized Subcontractors.
- 3.2. For contacting alpitronic as service supplier the Customer may use the following contact details.

Tel.: +39 0471 1096450  
 Fax: +39 0471 1096451  
 Homepage: <http://www.hypercharger.it>  
 E-Mail: [support@hypercharger.it](mailto:support@hypercharger.it)

- 3.3. In case alpitronic will subcontract the Services, it is the obligation of alpitronic to communicate in a timely manner the details of Subcontractor.

### **4. SUBCONTRACT**

- 4.1.1.alpitronic may subcontract all or part of the Services.
- 4.1.2.alpitronic confirms that subcontractors are authorized to perform the Services and are appropriately trained and qualified to perform the Standard Warranty Services.
- 4.1.3.alpitronic will be responsible for any and all actions, omissions, and defaults of any subcontractor as if they were the actions, omissions, or defaults of alpitronic.

## **III. SECTION – SCOPE OF STANDARD WARRANTY**

### **5. GENERAL**

- 5.1. This Warranty constitutes a voluntary obligation from alpitronic as manufacturer of the Product and extends the scope of legal warranty. Other warranty obligations than those



specified herein, whether given by sales or distributions partners of alpitronic or third parties are not binding for alpitronic.

- 5.2. Warranty is strictly linked to the Product as identified by the Product serial number.
- 5.3. The Warranty will be transferred to Customer's clients in case of resale, except for provided in Clause 7.2.
- 5.4. The Warranty does not apply to Products brought into circulation as used Products.
- 5.5. The installation of the Products is expressly excluded from alpitronic's contractual obligation (see Clauses 14.3 and 20).
- 5.6. All Services are performed by alpitronic or a Subcontractor.

## **6. CALIBRATION LAW**

### **6.1. General**

- 6.1.1. If a Product was ordered with country-specific Calibration, alpitronic warrants that On-Site Services are performed in compliance with the respective Calibration Law.
- 6.1.2. However, if the Product is installed in a country where the ordered Calibration Law does not apply, continuous compliance with the ordered Calibration Law cannot be guaranteed, since repair or replacement of specific components may require a recalibration according to the ordered Calibration Law with approval by the competent public authorities. Therefore, recalibration is not possible for Products installed in countries where no public authority will perform recalibration assessment or where the public authority will perform recalibration only on Products configured according to Calibration Law according to their home jurisdiction.
- 6.1.3. Consequently, alpitronic shall not bear any liability whatsoever for the permanent conformity with the ordered Calibration Law of the Products supplied when Product or components of the Products were repaired or replaced.
- 6.1.4. The same applies to Products that were configured in accordance with a country-specific Calibration Law in force at the first place of installation, but then transferred by Customer, its Affiliate or their end customers or other third parties, for whatever reason, to another installation site where no Calibration Law or a different Calibration Law applies than at the first place of installation.
- 6.1.5. Consequently, alpitronic shall not bear any liability whatsoever for the permanent conformity with the ordered Calibration Law of the Products supplied when Product were transferred to countries with no or another than the ordered Calibration Law.
- 6.1.6. If Customer orders a Product without Calibration Law, but subsequently a Calibration Law comes into force at the place of installation of the Product, alpitronic will assess whether retrofitting of the Products is possible in the new place of installation in order to get conformity of the country-specific Calibration Law. In any case, all costs arising from this shall be borne by the Customer.

### **6.2. Recalibration**

- 6.2.1. alpitronic will provide Services of repairing calibration law relevant components of a Product as authorized maintenance service provider (*Instandsetzer*) within the predefined time schedules set out of the relevant national calibration law
- 6.2.2. After a correct repair (*Instandsetzung*) occurred, Customer (the charging point operator) has to file a request for recalibration (*Eichantrag*) to the competent public authority within predefined time schedules of the relevant national calibration law. If Customer or its end-customers acting as charge point operators do not submit within the predefined time schedules the request for recalibration, the Product is not anymore compliant with the relevant Calibration Law. The public fee for recalibration must be borne by Customer.
- 6.2.3. alpitronic is not liable for any omission hereof and Customer will hold harmless and indemnify alpitronic hereof.

## **7. TERRITORIAL SCOPE OF STANDARD WARRANTY**

- 7.1. The Product supplied fulfils the European standards for EV charging stations at the time of delivery. Therefore, the Product is suitable for import in countries where European Standards are accepted. The Products are suitable for import in the countries of the European Union, United Kingdom, European Economic Area and Switzerland. In this countries alpitronic can provide Services.
- 7.2. It is Customer's exclusive responsibility both in case of direct purchase from alpitronic or in case of resale, to assess whether the Product fulfills the local requirements at the place of installation, e.g., but not limited to, safety and fire protection regulations, noise protection standards or the obtaining of official permits of any kind for the installation and commissioning of the Product. alpitronic does not assume any responsibility hereof.
- 7.3. Customer shall indicate alpitronic without delay if a Product will be transferred into another place of installation, in order to enable alpitronic to assess whether in the new place of installation warranty services may be performed. In the event Customer does not inform alpitronic in advance or in the event alpitronic does not provide Services at the new place of installation, this may lead to loss or restriction of Warranty.

## **8. MATERIAL SCOPE OF STANDARD WARRANTY**

- 8.1. alpitronic warrants that the Product is free from any and all defects caused by faulty design, material or workmanship.
- 8.2. Furthermore, alpitronic warrants that the Product is manufactured and delivered in compliance with the Product specification set out in the Purchase Agreement and with the current European Standards for EV charging stations in force at the time of confirmed purchase order.
- 8.3. If within the Warranty Period a Product, cable or Spart Part should present a defect covered by this Warranty which compromises the proper functioning of the Product (a Warranty Claim), alpitronic is entitled to perform, to the extent permitted by applicable law, at its exclusive discretion, the following Standard Warranty Services ("Services").

#### **IV. STANDARD WARRANTY SERVICES**

##### **9. NO CHARGES**

The following Standard Warranty Services are performed free of charge, unless otherwise provided.

##### **10. REMOTE SERVICES**

- 10.1. Since Remote Services are the fastest and most efficient way to verify and repair a reported defect of a Product, alpitronic will use Remote Services as the first option to carry out Standard Warranty Services.
- 10.2. alpitronic will start to analyze the reported issue by means of fault description analysis provided in writing, telephone support or remote access to the faulty Product. If necessary and technically feasible, alpitronic will perform remote diagnosis of the faulty Product and/or will analyze existing log files and a response will be provided.
- 10.3. In case the problem cannot be resolved remotely, a On-Site Service by a alpitronic service technician will be performed (Clause 11).
- 10.4. Response Times and Resolution Times are provided on a Best Effort-basis (see Clause 22).

##### **11. ON-SITE SERVICES**

- 11.1. If the reported defect covered by Warranty cannot be repaired remotely, alpitronic shall perform On-Site Services either by an alpitronic field service engineer or by Subcontractor for further on-site diagnosis and repair as necessary to resolve the diagnosed problem. In case of a hardware failure, the operational readiness will be restored by replacing or repairing the defective component(s) at the installation location.
- 11.2. alpitronic shall assume the related costs for labor and travelling time, as well as for the necessary Service Parts, included transport and labor cost for replacement and installation. The public fee to be paid by the competent public calibration authority for providing recalibration shall be borne by Customer.
- 11.3. Resolution Times are provided on a Best Effort-basis (see Clause 22).

##### **12. SERVICE LEVELS**

- 12.1. alpitronic performs Standard Warranty Services according to Best Effort-basis, *i.e.* it guarantees the performance of the tasks within this Warranty, but does not guarantee a determined time frame within which the tasks will be performed.
- 12.2. The Service Levels are described as follows:

##### **12.3. Remote Service**

| Remote service         | Standard Warranty |
|------------------------|-------------------|
| Service hours          | 9*5               |
| Access to support desk | OK                |
| Software maintenance   | OK                |

|                        |             |
|------------------------|-------------|
| Reaction time          | Best effort |
| Remote Response time   | Best effort |
| Remote Resolution time | Best effort |

#### 12.4. On-site Service

| On-site service         | Standard Warranty |
|-------------------------|-------------------|
| Service hours           | 9*5               |
| Access to support desk  | OK                |
| Software maintenance    | OK                |
| Reaction time           | Best effort       |
| Remote Response time    | Best effort       |
| Remote Resolution time  | Best effort       |
| On-site Resolution Time | Best effort       |

12.5. On top of this Standard Warranty alpitronic offers various Service Level Agreements.

### 13. REPAIR OF FAULTY SERVICE PART AT THE ALPITRONIC'S REPAIR CENTRE (SAME UNIT REPAIR)

Upon Customer's request, alpitronic offers to repair faulty Service Parts and to return the same Service Parts to Customer. When requesting this option, Customer is responsible for the dispatch of the Service Parts. Transport and insurance costs shall be borne by Customer. 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.

## V. SECTION – PRECONDITIONS FOR WARRANTY CLAIMS

### 14. PRECONDITIONS

14.1. The preconditions that a claim falls within the scope of Warranty are

- i. Proof of correct installation of the Product through submission of the installation protocol
- ii. Performance of preventive maintenance according to alpitronic's installation manual for hardware
- iii. Remote access to the Product by alpitronic
- iv. Delivery note of the Product.

14.2. These conditions are cumulative.

#### 14.3. Correct installation of the Product and submission of installation protocol

14.3.1. The installation of the Product supplied is excluded from alpitronic's contractual obligation.

- 14.3.2. The installation shall be performed in strict compliance with alpitronic's installation manual for hardware (see Annex A) delivered with the Product and furthermore available on alpitronic's data room "hyperdoc". The access is granted upon request by Customer.
- 14.3.3. The correct installation of the Product must be proven by submission of a properly completed installation protocol pursuant to the model form in Annex B to alpitronic within 14 calendar days after completion of installation according to alpitronic's installation manual.
- 14.3.4. alpitronic is not liable for compliance with any legal requirements in the respective place of installation with regard to installation, including but not limited to any mandatory professional qualification for the installation technicians, safety and fire protection regulations, noise protection standards or obtaining of official permits of any kind for the installation and commissioning of the Product.
- 14.3.5. Any violation of this paragraph may lead to loss of warranty and exclusion of alpitronic's liability in case of faults.

#### **14.4. Preventive maintenance**

- 14.4.1. Warranty applies only if preventive maintenance is carried out according to alpitronic's installation manual for hardware and software delivered with the Product and available on alpitronic's data room "hyperdoc". The access is granted upon request by Customer.
- 14.4.2. Preventive Maintenance shall be performed exclusively by technicians that have successfully passed and refreshed specific training for Preventive Maintenance purposes offered by alpitronic. These trainings are offered against payment.
- 14.4.3. Any omission of Preventive Maintenance or services carried out by technicians not properly trained may lead to a loss of Warranty.
- 14.4.4. Preventive Maintenance includes the tasks set out in alpitronic's manual for installation of hardware.

#### **14.5. Remote access to Product**

- 14.5.1. In order to perform Standard Warranty Service in most efficient way for both alpitronic and Customer, alpitronic will install in each Product an own SIM-card for remote access.
- 14.5.2. If Customer withdraws access for alpitronic, some of the Standard Warranty Services cannot be performed and therefore alpitronic may be entitled to refuse certain Services or provide such Services against payment.

#### **14.6. Delivery note**

Customer is obliged to present the original delivery note as proof of purchase when claiming a Standard Warranty Services. Therefore, the original delivery note is an integral part of alpitronic's warranty documents.

## **VI. WARRANTY PERIOD AND EXCLUSIONS**

### **15. WARRANTY PERIOD**

15.1. alpitronic grants a Warranty of 24 months ("Warranty Period"), unless otherwise agreed by the Parties in the Purchase Agreement.

15.2. Warranty Period starts

- i. either on the date the Product is completely installed according to installation protocol,
- ii. or at latest three (3) months after delivery of the Product according to the delivery date stated in the delivery note (i.e. a maximum Warranty Period of 27 months after delivery is granted)

depending on which event occurs earlier.

#### **16. WARRANTY PERIOD FOR CABLES**

16.1. alpitronic grants for cables a Warranty of 24 months or for a maximum of 10,000 charging cycles (as indicated by manufacturer), depending on which event occurs earlier ("Warranty Period for cable"). Regarding start of Warranty Period reference to Clause 15.2. is made.

#### **17. WARRANTY PERIOD FOR SERVICE PARTS**

Repair Service Parts and Calibration-Relevant Service Parts of the Product that are replaced during the Warranty Period are covered by Warranty

- i. during the entire Warranty Period of the Product, and
- ii. six (6) months from the date of replacement if within this six-months-period the Warranty Period of the Product expires.

#### **18. WARRANTY PERIOD FOR PRODUCT**

18.1. Warranty Period for Product except cables and Service Parts is 24 months according to Clause 15.

#### **19. EXTENDED WARRANTY PERIOD**

19.1. The Standard Warranty Period can be extended for a mutually agreed additional period of time ("Extended Warranty Period"), against payment of an annual fee according to the price list in the Purchase Agreement.

19.2. Such warranty extension must be ordered at latest 6 months before Standard Warranty Period expires.

#### **20. WARRANTY EXCLUSIONS AND LIMITATIONS**

20.1. Warranty does not apply to Products brought into circulation as used Products.

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

20.3. Furthermore, Warranty may be limited for Products that are installed within the perimeter of 300 meters near the sea, as salt water can affect the functionality.

20.4. Furthermore, alpitronic shall to use all reasonable endeavours that all electric vehicles may be charged by Products. However, alpitronic does not warrant that all electric vehicles are suitable to be charged or charged according to the specifications warranted.

20.5. This Standard Warranty does not apply to any Product from which the serial number has been removed or that has been damaged or rendered effective as a result of accident, misuse, liquid spills, abuse, contamination, improper or inadequate maintenance 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 Customer'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, blackout, armed conflict, etc.)
- by normal wearing of the parts and components of the Product
- by other circumstances for which alpitronic is not responsible.

20.6. 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)).

20.7. 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. However, alpitronic shall not unreasonably withhold the approval of a Warranty Claim.



- 20.8. alpitronic provides no other Warranty 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.
- 20.9. 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. Furthermore, alpitronic is not liable for damages at electric vehicles due to overvoltage since it is the liability of the car manufacturer to provide the necessary overvoltage protection equipment.
- 20.10. The limitations specified in this Clause will survive and apply even if any limited remedy specified in this document is found to have failed of its essential purpose.
- 20.11. The exclusions and limitations of the Warranty do not apply as far as they are in contrary to compulsory law.
- 20.12. Should after a Service Request arise that the request is not covered by this Warranty 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 Customer as for an out of warranty service case.

## **21. PRODUCTS OUT OF WARRANTY**

- 21.1. As an additional service, alpitronic offers Services also for defects on Products not covered or not anymore covered by alpitronic's Warranty based on specific Service Packs, and only to the extent the service is technically possible.
- 21.2. Customer may contact alpitronic's Service Desk and to request a quotation. alpitronic will perform the requested out-of-Warranty service upon receipt of a formal order from Customer. After completion of the services, Customer will be invoiced with the amount stated in the order

## **VII. SECTION – WARRANTY CLAIMS**

### **22. SERVICE REQUEST FOR STANDARD WARRANTY SERVICES**

#### **22.1. Notification of claim for Standard Warranty Services**

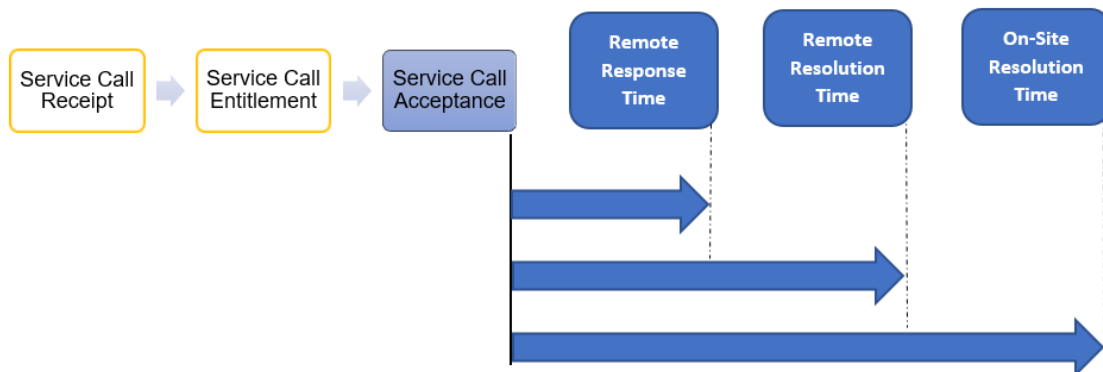
- 22.1.1. The performance of a Standard Warranty Service must be notified without undue delay, at latest 8 (eight) days after the discovery of the fault to alpitronic according to the procedure set out hereinafter in Clause 22.2. Service Requests notified after this time period may lead to loss of Warranty.



22.1.2. All Services under Standard Warranty are provided on a Best Effort-basis. If specific Service Levels are needed, Customer can purchase specific Service Packs concluding a Service Level Agreement.

## 22.2. Procedure for Service performance

22.2.1. The following procedure in case of Warranty claim applies:



## 22.3. Service Call

22.3.1. The performance of the agreed Service must be notified without undue delay, at latest 8 (eight) days after the discovery of the fault, to alpitronic according to the procedure set out below. Service Calls notified after this time period may lead to loss of Warranty if Product is covered by Warranty.

22.3.2. Customer shall provide the following information in written or orally form (the "Service Call") to alpitronic contacts stated in Clause 3 or, after availability, using the specifically provided service tool "hypersupport".

- i. Customer's name and address
- ii. type of product / model
- iii. serial number of the Product
- iv. exact location of the Product
- v. failure description
- vi. contact details (contact person, email address, telephone number)

## 22.4. Service Call Receipt and Service Call Entitlement

22.4.1. After receipt of a Service Call by alpitronic either in writing (service tool, e-mail or verbally via phone), alpitronic reviews and assesses if all required information for processing the Service Call is available or has been provided. Only entitled Service Calls will be processed further by alpitronic. In case alpitronic considers the Service Call as not entitled, alpitronic is obliged to immediately inform the Customer in writing and reasonably justify its assessment towards the Customer. alpitronic shall not unreasonably refuse acceptance of Service Calls.

22.4.2. Upon receipt of all the above-mentioned information, alpitronic will issue a Service Call Acceptance.

#### **22.5. Service Call Acceptance**

When the Service Call Entitlement has been concluded by the alpitronic help desk and the Service Request with the related Product fault is accepted, a reference number will be assigned to the Service Call and the Services set out in Section IV will be initiated.

### **VIII. SECTION – SERVICE PARTS**

#### **23. SERVICE PARTS**

23.1. To support replacement of faulty parts of the Product under Warranty, alpitronic provides material and spare parts, which hereinafter will be collectively referred to as “Service Parts”.

23.2. Service Parts are new or good as new as 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 Standard Warranty become the property of alpitronic unless otherwise provided by applicable local law.

23.3. 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.

23.4. 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.

23.5. For warranty claims arising for Products sold by alpitronic and installed outside mainland European Union and United Kingdom, shipping cost for Service Parts will usually be FCA warehouse alpitronic Bolzano (Incoterms 2020).

23.6. Service Parts are divided in the following categories:

##### **23.7. Repair Service Parts**

23.7.1. Repair Service Parts are used for standard repair or replace of the Product.

23.7.2. Repair Service Parts are in the parts classification field marked with “R” which is determined in the spare parts list of each alpitronic product.

##### **23.8. Calibration-Relevant Service Parts:**

23.8.1. Calibration-Relevant Service Parts are Service Parts affecting the calibration of the Product such as displays, cables, meters, etc. These Service Parts must be sealed with a manufacturer seal and a maintenance seal after repair or exchange according to the relevant calibration law in force at the place of installation.

23.9. Calibration-relevant Service Parts are in the parts classification field marked with “Cal-R” which is shown in the spare parts list of each Product.

##### **23.10. Returnable Service Parts**

Any Service Part non declared as “Non-returnable” according to the next paragraph shall be returned to alpitronic based on instructions provided.

#### **23.11. Non-returnable Service Parts**

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.

#### **24. PARTS NOT ENCOMPASSED WITHIN THE NOTION OF SERVICE PARTS**

24.1. This Warranty does not cover the exchange of consumables such as, but not limited to filters and cooling-liquids.

24.2. Consumables are in the parts classification field marked with “Con” stated in the spare parts list of each Product.

### **IX. SECTION – COLLABORATION AND ANNEXES**

#### **25. CUSTOMER’S RESPONSIBILITIES – DUTY TO COLLABORATE**

25.1. In order to avoid the risk of charges for issues not covered by this Standard Warranty, Customer shall collaborate with 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 Customer 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 Customer’s premises, availability of necessary keys if Customer uses own lock cylinders). alpitronic will invoice Customer for delays or additional waiting time caused by Customer’s failure to ensure unhindered access to a faulty Product.
- 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 Customer for additional costs caused to non-information.
- Ensure availability of personnel to power off the transformer power if required. Required efforts will be borne by Customer.

25.2. In any case, it is the responsibility of the Customer or its end customers to take all technical and organizational precautions to interrupt the power supply to the Product in the event of an immediate danger to persons or property deriving from the Product (e.g., but not limited to, damage to the product, hitting the product, weather events). In the event of danger, it is the responsibility of the Buyer or its end customers to secure the immediate surroundings of the Product in such a way that no person, animal or thing can come into contact with the Product.

## **26. EXPORT LICENCE**

26.1. The export or re-export of Products and Services, including the immaterial transfer of goods and know-how as well as technical support and the transfer of any technical support documentation in conjunction with these terms and conditions may be subject to approval obligations, e.g. by reason of type or intended purpose.

26.2. If Products or Spare Parts or other goods under this agreement are intended for export, the Customer itself shall be obliged to observe the corresponding export control regulations and to obtain the required licenses. If requested, the parties to the agreement shall agree to provide the information required to acquire the license.

26.3. Exports, re-exports and the provision of work and services in conjunction with this agreement may not take place if there is any reason to assume that the provision of a Service or use of the Products will be in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons. The Parties to the agreement shall comply with the latest versions of the corresponding sanction lists of the European Union, Germany, Japan, USA (e.g. European Sanctions List, Denied Persons List), as well as any comparable, applicable regulations of other countries and other warnings or restrictions on deliveries/prohibitions from the appropriate authorities and shall act accordingly.

26.4. Shipments and Services (the fulfilment of the Agreement) shall be under the proviso that fulfilment is not being restricted by any national or international regulations, particularly export control regulations and embargoes or any other restrictions. Delays caused by unforeseeable export checks or licensing procedures shall override any lead times or deadlines stipulated. If any required licenses for certain items cannot be obtained, the contract shall be considered as not concluded regarding the items in question; because of this and of the above-mentioned transgression of deadlines, any claims for damages shall be excluded.

26.5. A breach of the provisions of this section shall be considered as a serious infringement of contractual obligations.

## **27. DISPUTE RESOLUTION AND GOVERNING LAW**

Unless otherwise provided in the relevant Purchase Agreement for the Product covered by this Service Level Agreement, the following provisions regarding dispute resolution and law applicable apply.

#### **27.1. Expert report**

The Parties agree that any decision on purely technical matters shall be taken by an expert appointed by the Court of Arbitration of the Chamber of Commerce of Bolzano, according to the rules of the expert procedure, and shall be binding on the parties.

#### **27.2. Arbitration**

27.2.1. Without prejudice to the provisions of Clause 27.1, any dispute arising between the Parties concerning the interpretation, application and/or execution of the present contract shall be referred to the Court of Arbitration itself, in accordance with 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 of three arbitrators in accordance with the Arbitration Rules of the said Court. The language of proceedings shall be the English language.

27.2.2. For the appointment of the arbitration panel, the Parties expressly refer to article 15 and seq. of the mentioned rules.

#### **27.3. Law applicable**

27.3.1. The contract shall be governed by Italian law, taking into account the United Nations Convention on Contracts for the International Sale of Goods (CISG).

27.3.2. Both Parties confirm to have duly and freely examined the present Agreement and had the opportunity to deal and negotiate any Clause and Annex contained herein. Therefore Articles 1341 and 1342 of the Italian Civil Code do not apply.

#### **28. RESTRICTIVE CLAUSES**

Both Parties confirm to have duly and freely examined the present Agreement and had the opportunity to deal and negotiate any Clause and Annex contained herein. Therefore Articles 1341 and 1342 of the Italian Civil Code do not apply.

#### **29. ANNEXES**

The following Annexes form an integral part of the Standard Warranty Terms and are available under [www.hypercharger.it](http://www.hypercharger.it).

- A. Manual for operation and installation of hardware and Manual for operation and installation of software
- B. Installation Protocol

#### **30. SIGNATURE**

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

Place, Date

Customer's signature