

## CHARGEPOINT COMMERCIAL WARRANTY

### 1. General

**1.1 Description of Commercial Warranty.** This Commercial Warranty (“**Warranty**”) provides limited warranty coverage to purchasers (“**you**” and “**your**”) of the various ChargePoint-covered hardware types described in this Warranty (“**Hardware**”). Warranty is offered by the applicable ChargePoint entity or entities referenced under “Entities” section below and is valid for US and Canada only. The Warranty does not apply to ChargePoint’s Home Flex products or any of its successors.

**1.2 Warranty Types.** ChargePoint offers two types of coverage of Warranty: Standard Warranty and Extended Warranty. The Standard Warranty is included with your purchase of Hardware from ChargePoint or via a ChargePoint distributor/reseller. Extended Warranty is an optional warranty coverage that is available to you to purchase in addition to Standard Warranty. Extended Warranty provides additional years, beyond the warranty period of Standard Warranty, of coverage for your applicable Hardware.

**1.3 Warranty Transfer.** If you sell or divest yourself of the applicable Hardware and wish to transfer or otherwise assign in any manner the corresponding Warranty to a third party, then you must provide 60 days prior written notice to ChargePoint of such sale or divestiture of Hardware. Failure to provide such prior notice will void the applicable Warranty for any successor third party.

**1.4 Applicability of Support Services Terms and Conditions.** If your Hardware is covered by a then-active support service provided by ChargePoint (“**Support Service**”) (e.g., Assure and Assure Pro), then the applicable Support Service’s terms and conditions will govern. For more detail on the available Support Services please visit [www.chargepoint.com/legal/support-services](http://www.chargepoint.com/legal/support-services).

**1.5 Relocation of Hardware.** Any relocation of Hardware from its original installation location (including, without limitation, in connection with any approved transfer pursuant to Section 1.3) will require (a) re-Activation; and (b) re-Commissioning if Hardware is a DC charging station. For more detail on Activation and Commissioning services please visit [www.chargepoint.com/legal/deployment-consulting-services](http://www.chargepoint.com/legal/deployment-consulting-services).

### 2. Extended Warranty

**2.1 Payment.** Payment for Extended Warranty is due within thirty (30) days of the invoice date of your purchase of such warranty. All payment obligations are non-cancelable and non-refundable. Late payment shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by the applicable jurisdiction. You will reimburse ChargePoint for attorneys’ fees and other expenses reasonably incurred by ChargePoint in the collection of any late payments. If any amount is more than thirty (30) days overdue, ChargePoint may (a) terminate the applicable Extended Warranty or (b) withhold coverage for Extended Warranty until ChargePoint has received payment in full. All payments shall be made in U.S. Dollars (or if you are based out of Canada, Canadian dollars) and may be made by wire transfer, ACH payment system or other means approved by ChargePoint. You may not offset any amounts due to ChargePoint hereunder against amounts due to you under this Warranty and/or Support Service(s). Fees payable to ChargePoint do not include any taxes, and you are responsible for all such taxes.

**2.2 Purchase after Activation.** If you wish to purchase Extended Warranty for Hardware for which the Standard Warranty has been expired for at least six months at the time of the aforementioned purchase, then as a prerequisite for the purchase of Extended Warranty for the applicable Hardware you must purchase from and authorize ChargePoint to conduct a safety inspection of the applicable Hardware. The safety inspection will allow ChargePoint to determine whether such Hardware has any outstanding issues that are covered by any of following exclusions, as described in Section 3.7 herein, to the Warranty terms and conditions: subsections a, d, e, f, g, h, and k. For the avoidance of doubt, (a) if any outstanding issues of the applicable Hardware are covered by any of the exclusions, then you will not be able to purchase Extended Warranty for such Hardware; and (b) your purchase of Extended Warranty for any Hardware is subject to ChargePoint's sole and reasonable discretion.

**2.3 Maximum Warranty Term.** ChargePoint will not sell or make available Extended Warranty beyond the useful life of the applicable Hardware, i.e., 10 years after its initial activation. ChargePoint, in its sole discretion, may amend from time to time the time duration determination of the useful life of any Hardware.

### **3. Coverage of Warranty**

**3.1 Covered Hardware.** Only Hardware purchased from ChargePoint or an authorized ChargePoint distributor or reseller may receive coverage for Standard Warranty. For Extended Warranty, please refer to the Extended Warranty SKU that you purchased to verify that the applicable Hardware is covered by the applicable Extended Warranty.

**3.2 Active Cloud Subscription Required.** You must maintain an active Cloud subscription from ChargePoint to receive coverage of Warranty.

**3.3 Replacement Parts.** Replacement of defective component(s) of your Hardware (“**Replacement Parts**”) may be covered by this Warranty. You acknowledge and agree Replacement Parts may be remanufactured or reconditioned: (a) hardware components of Hardware; or (b) Hardware itself if Replacement Parts for such Hardware are no longer manufactured or available to ChargePoint; provided that ChargePoint will use reasonable efforts to provide a replacement of the applicable Hardware that provides substantially similar functionality as such Hardware. Any Replacement Parts provided to you in connection with this Warranty will become your property and all parts and/or Hardware returned by you or your authorized representative to ChargePoint will become the property of ChargePoint. Any Replacement Parts covered by this Warranty will be covered by the remaining time duration of this Warranty. Any Replacement Parts provided to you when your applicable Hardware is no longer covered by this Warranty, i.e. Out-of-Warranty Replacement Parts Warranty Coverage, will be covered as described in Section 3.6.

**3.4 Your Responsibilities.** In connection with coverage of Warranty, you agree to: (a) maintain the physical site in which Hardware is located in accordance with all applicable laws, regulations and rules; (b) maintain the hardware in accordance with the applicable documentation including preventive maintenance, and any required firmware updates, and internet connectivity; and (c) keep the physical site in which Hardware is located in a clean, safe and orderly condition, to at least the same standard as you customarily use to maintain your other sites and/or premises

**3.5 Installation Quality.** Unless ChargePoint installed your Hardware, you (as between you and ChargePoint) are responsible for ensuring such Hardware is installed in accordance with the Hardware's specifications, including, without limitation, any site preparation, installation, and/or

commissioning guides, as described in ChargePoint's Installation, Commissioning and Activation Scope and Terms located at [www.chargepoint.com/legal/deployment-consulting-services](http://www.chargepoint.com/legal/deployment-consulting-services).

ChargePoint reserves the right to perform a site and/or Hardware installation audit to assess the quality and may suspend coverage of Warranty until identified installation defect(s) have been remedied to ChargePoint's sole and reasonable discretion.

**3.6 Warranty Coverage Matrix.** See below for Hardware types, and details for Hardware that is covered (or not) by Standard and Extended Warranty.

Hardware Type	Warranty Term	Start Date	Coverage
<b>Hardware Eligible for Warranty</b>			
<b>Charging Stations and Peripherals</b> (i.e., integrated, or distributed system of parts assembled to dispense energy, e.g., CP6000 or Express Plus Power Block, respectively)	<b>Standard Warranty:</b> 2 years  <b>Extended Warranty:</b> Per purchase quote terms and conditions	<b>Standard Warranty:</b> Earlier of Activation*, or 6 months after shipment of Hardware.  <b>Extended Warranty:</b> After expiration of Standard Warranty	Parts Only for Standard Warranty and Extended Warranty**
<b>Non-Station Hardware</b> (i.e., standalone parts that can be used without Charging Stations or Peripherals, e.g., Telematics hardware)	<b>Standard Warranty:</b> 2 years  <b>Extended Warranty:</b> Per purchase quote terms and conditions	<b>Standard Warranty:</b> 6 months after the shipment date of Hardware  <b>Extended Warranty:</b> After expiration of Standard Warranty	Parts Only for Standard Warranty and Extended Warranty
<b>Accessories</b> (i.e., parts used as add-ons or upgrades to Charging Stations or Peripherals, e.g., Payment Terminal, NACS Upgrade Kit)	<b>If used with a Charging Station or Peripheral still covered under Standard or Extended Warranty:</b> Covered under Charging Station or Peripheral then-active coverage of Warranty  <b>If used with a Charging Station or Peripheral that is Out-of-Warranty:</b> 6 months.***	Date of installation of Hardware (substantiation of this date must be provided by you)	Parts Only for Standard Warranty and Extended Warranty
<b>Replacement Parts</b> (i.e., parts used in	<b>If used with a Charging Station or</b>	Date of repair of applicable Hardware	Parts Only for Standard Warranty, Extended

repairs, e.g., Latch and Lenses)	<p><b>Peripheral still covered under Standard or Extended Warranty:</b> Covered under Charging Station or Peripheral then-active coverage of Warranty</p> <p><b>If used with a Charging Station or Peripheral that is Out-of-Warranty:</b> 6 months.***</p>	(substantiation of this date must be provided by you)	Warranty, and Out-of-Warranty Coverage
<b>Non-ChargePoint Hardware Not Eligible for Warranty</b>			
<b>Non-Station Hardware</b> (i.e., standalone parts that can be used without the presence of Charging Stations or Peripherals, e.g., Skid Mount)	Separate warranty if specified on <a href="http://www.chargepoint.com/legal/support-services">www.chargepoint.com/legal/support-services</a> .		

\* For more details on the Activation process please refer to ChargePoint's Installation, Commissioning and Activation Scope and Terms located at [www.chargepoint.com/legal/deployment-consulting-services](http://www.chargepoint.com/legal/deployment-consulting-services).

\*\* For Alpitronic Charging Stations and Peripherals resold by ChargePoint, the applicable coverage of Warranty is for Replacement Parts and labor.

\*\*\* For any Replacement Parts for your Hardware and/or Accessories that are no longer covered under the Standard Warranty Period, or Extended Warranty as applicable, at the time of your purchase from ChargePoint ("Out of Warranty Replacement Parts") such parts are under warranty coverage for a period of six (6) months from the date such part is installed to repair the applicable Hardware and/or Accessories ("Out of Warranty Replacement Parts Coverage Period"). The Warranty that applies to your Out of Warranty Replacement Part covers the cost to replace your defective Out of Warranty Replacement Part and associated shipping costs but does not include any on-site labor costs related to un-installing or repairing of the defective Out of Warranty Replacement Part or reinstalling the repair or replacement for the Out of Warranty Replacement Part.

### 3.7 Exclusions.

The following exclusions apply to this Warranty:

- a. **Damage and Misuse.** Damage or misuse to Hardware caused by you and/or third parties, including, without limitation, abuse, negligence, vandalism, accidents, any use of the Hardware in a manner that is not in compliance with the specifications or maintenance requirements of Hardware as described in the applicable ChargePoint documentation, or any other similar events. Notwithstanding the foregoing, normal wear-and-tear to the Hardware that prevents the expected, reasonable use of such Hardware is not subject to this exclusion.
- b. **Cosmetic Damage.** Cosmetic damage to Hardware such as scratches and dents.
- c. **Normal Aging and Discoloration.** Normal aging or discoloration of Hardware due to exposure to environmental elements.
- d. **Unapproved Alteration.** Alteration, modification, or relocation of the Hardware or firmware incorporated in such Hardware that was not approved in writing by ChargePoint.

- e. **Force Majeure.** Force majeure events or unforeseeable circumstances beyond ChargePoint's reasonable control that prevent ChargePoint from performing its Support Service-related obligations.
- f. **Lack of Commissioning.** DC charging station(s) that has not undergone Commissioning, as such described in Deployment and Consulting Scope and Terms located at [www.chargepoint.com/legal/deployment-consulting-services](http://www.chargepoint.com/legal/deployment-consulting-services).
- g. **Fraudulent Actions.** Fraudulent actions or omissions in connection with Support Service-related requests, e.g. removal or alteration of the serial number of the applicable Hardware.
- h. **Unapproved Interfaces.** Use of Hardware with software, interfaces, parts or supplies not approved in writing by ChargePoint.
- i. **Interoperability.** Vehicle-to-Hardware interoperability or communication issues, including, without limitation, testing on non-commercially available vehicles.
- j. **Timely Notification.** If you do not notify ChargePoint on a timely basis (as reasonably determined in ChargePoint's discretion) of the Hardware-related issue (e.g. inability to dispense energy) or impairments (can charge but impaired, limited or modified safe operation of the charger is required) as soon as you first become aware of such issue.
- k. **Certification.** If the installation or maintenance of Hardware is performed by a technician not certified by ChargePoint.
- l. **Hardware Not Covered by this Warranty.** ChargePoint takes no responsibility or liability with respect to repairing, replacing, monitoring, or servicing anything other than Hardware covered by a then-active Warranty. For example, ChargePoint is not responsible for the physical mounting and electrical wiring of Hardware, performance of any cellular or Wi-Fi repeaters connected to Hardware, or third-party hardware accessories installed with Hardware that are not covered under Warranty, including, without limitation, skid mounts, masts or gantries.
- m. **Customer Responsibilities.** If by your action or inaction you do not comply with your responsibilities as described in this Warranty or the then-active Support Services.
- n. **Cloud Issues.** Issues related to your ChargePoint cloud services (e.g., Cloud Plan or Fleet Ops). Notwithstanding the foregoing, issues related to your software embedded within the applicable Hardware (e.g., firmware) are covered by the applicable Support Services.

### 3.8 Warranty Claim Process

ChargePoint will provide a claim process for the applicable Warranty in the following chronological order:

1. **Activation.** When processing a Warranty-related claim for a Charging Station or Peripheral, you must ensure your Hardware is activated. Activation and the applicable coverage of Warranty (if applicable) can be verified by visiting the relevant Hardware's page on your ChargePoint Cloud Portal: [na.chargepoint.com/admin/dashboard](http://na.chargepoint.com/admin/dashboard).
2. **Contact ChargePoint Support.** If you have any support issues for your Hardware, please contact ChargePoint Support (see [www.chargepoint.com/support](http://www.chargepoint.com/support) for contact information).
3. **Remote Troubleshooting and Diagnosis.** ChargePoint Support will troubleshoot and diagnosis (if possible) the issue you identify in connection with the applicable Hardware, determine whether a Replacement Part is required, whether the Replacement Part is covered under Warranty.
  - If the issue can be resolved remotely, you will be notified by email.
  - If the Replacement Part is not covered under the Warranty, you will be quoted the current list price for that part.

- If a Replacement Part is required, you will have the option to purchase ChargePoint-certified repair labor. For the avoidance of doubt, any repair of Hardware that is under Warranty must be performed by a technician certified by ChargePoint or else the Warranty will be void.

4. **On-Site Resolution.** ChargePoint Support will ship you the Replacement Part at the shipping address provided by you in connection with this claim process. If you purchased ChargePoint-certified repair labor, then ChargePoint Support will dispatch a ChargePoint-designated support partner to undertake such repair.

5. **Part Return.** If you purchased ChargePoint repair service labor, a ChargePoint-designated support partner will return such part on your behalf. If you did not purchase ChargePoint repair service labor to install the Replacement Part, then you must return the applicable defective part using the shipping container for the Replacement Part and the prepaid return shipping label provided therein. The defective part must be returned using a shipping container, equivalent to that of the Replacement Part, to prevent further damage to the defective part. If you do not return the defective part to ChargePoint, as required in this section, within 30 days of the delivery of the applicable Replacement Part, then ChargePoint may invoice you for up to 50% of the current list price of such Replacement Part. For more information regarding ChargePoint's return policy for Replacement Parts, please visit [www.chargepoint.com/legal/support-services](http://www.chargepoint.com/legal/support-services).

4. **Warranty; Other Disclaimers.** NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE APPLICABLE WARRANTY OBLIGATIONS OF CHARGEPOINT. THE REMEDIES UNDER THE APPLICABLE WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. CHARGEPOINT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OTHER THAN THE APPLICABLE WARRANTIES SET FORTH ABOVE. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CHARGEPOINT HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. Some states or jurisdictions do not allow the exclusion of express or implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

5. **Limitation of Liability.** CHARGEPOINT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE HARDWARES, HARDWARE ACCESSORIES, REPLACEMENT ITEMS, AND/OR OUT OF WARRANTY REPLACEMENT PARTS, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO THE APPLICABLE WARRANTY WILL NOT EXCEED THE PRICE YOU PAID FOR THE APPLICABLE ITEM. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

6. **Miscellaneous.**

**6.1 Miscellaneous.** The provisions of this Warranty shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. ChargePoint is an independent contractor and shall not be deemed an employee or agent of you. The terms and conditions of the Warranty constitute the complete agreement regarding the Warranty and supersede all prior agreements and discussions between the parties. In particular, any additional terms contained on your ordering instrument or other documents shall be of no force or effect. In case any one or more of the provisions contained in this Warranty should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. The waiver by either party of any default or breach of this Warranty shall not constitute a waiver of any other or subsequent default or breach. This Warranty may not be modified or amended, except in writing signed by a duly authorized representative of each party.

**6.2 Governing Law, Jurisdiction, ChargePoint Entities, and Dispute Resolution.** The ChargePoint entity entering into this Warranty with you, the address to which you should direct notices under this Warranty, the governing law, and place of jurisdiction, shall be determined according to where you are domiciled:

If You are domiciled in:	The ChargePoint Entity entering into this Warranty is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Warranty, and any disputes related to this Warranty, will be governed by the applicable "Governing Laws" above in the table above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to your violation of the intellectual property rights of ChargePoint, any disputes, actions, claims or causes of action arising out of or in connection with this Warranty shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a

court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of ChargePoint, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Warranty shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.