

## Pre-order terms and conditions

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### Not yet generally available.

This quote includes one or more product(s) that are not yet generally available and is offered on a pre-order basis only. Such products may be subject to change prior to general availability, including, without limitation, changes to design, specifications, features, functionality, performance or compatibility. Final generally available production units may differ from prior descriptions, samples, prototypes, or marketing materials. Any statements regarding expected product performance, functionality, timelines, or market readiness are **forward-looking and are provided for informational purposes only**. You acknowledge that you have not relied on any such statements as guarantees or promises in deciding to place a pre-order.

### No guarantee of delivery date or final features.

Any stated availability, order, shipping, or delivery dates are **good-faith estimates only** and are not guaranteed. We do not guarantee that the pre-order product will be released by any specific date, or at all. We reserve the right, at any time prior to shipment, to modify such product, delay delivery, or cancel the quote if development, production, or commercial release becomes impracticable. If we are unable to ship the pre-order product within 180 days of the estimated delivery date provided by ChargePoint or its applicable affiliate and you wish to cancel your pre-order prior to shipment, then you must provide ChargePoint or its applicable affiliate written notice of such termination and your sole remedy will be a refund of amounts actually paid for the pre-order product (if any), in accordance with applicable law.

### Binding quote.

Final pricing, order and product availability, and delivery timelines are estimates and subject to change until a (1) valid quote issued by ChargePoint or its applicable affiliate is accepted by you; and/or (2) definitive agreement is fully executed by both parties