

SMARTDC™ LIMITED WARRANTY

TERMS AND CONDITIONS

This limited warranty (the “Warranty”) is provided by FLO Services USA Inc. dba FLO Charging Solutions USA Inc. in California, with a mailing address at 2800 Rue Louis-Lumière, Suite 100, Québec (Québec) G1P 0A4, Canada (“FLO”).

- 1) **Products.** The product covered by this Warranty is the SmartDC™ Direct Current Fast Charger (DCFC) (the “Product”). Additional products may be sold or packaged with the Product and may have separate warranty terms.
- 2) **Limited Warranty.** Subject to the terms and conditions of this Warranty, including the warranty exclusions and disclaimers set forth below, the Product is warranted (i) to be free of any claim of ownership by third parties, (ii) to be free from defects in material and workmanship and (iii) to function in accordance with FLO’s technical specifications, including the installation guide and any technical specifications provided at the time of purchase and any service communications (the “Product Specifications”). This Warranty only applies to the purchaser named in the original purchase invoice (the “Purchaser”), whether the Product is sold by FLO or by a third party authorized by FLO, such as a distributor or a value-added reseller (“Authorized Reseller”). For clarity, if a Product is sold by an Authorized Reseller, the Purchaser is the purchaser named in the Authorized Reseller’s invoice; it is not the Authorized Reseller. The Warranty may not be transferred and shall only apply to a Purchaser located in the United States.
- 3) **Warranty Period.** This Warranty is valid for a period of one (1) year from date of Product commissioning or from the date that is six (6) months following the date of Product shipment to the Purchaser, whichever occurs first (the “Warranty Period”). NO WARRANTIES SHALL APPLY AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD UNLESS THE PURCHASER HAS PURCHASED AN EXTENDED WARRANTY FROM FLO OR AN AUTHORIZED RESELLER.
- 4) **Extended Warranty.** Through the purchase of an extended warranty (the “Extended Warranty”) the Purchaser may extend the Warranty Period for successive one (1) year periods following the expiration of the original Warranty Period (the “Extended Warranty Period”). The Extended Warranty must be purchased at the time the Product is purchased, and the total Warranty Period may not exceed five (5) years. During the applicable Extended Warranty Period, the terms and conditions of this Warranty, including all limitations and exclusions, shall continue to apply in full force and effect and the expression “Warranty Period” shall include the Extended Warranty Period.
- 5) **Limited Remedies.** If the Purchaser makes a warranty claim in accordance with the procedure set out in Section 6), FLO will attempt to diagnose the reported defect remotely. If an on-site inspection by FLO is required, Purchaser shall pay then-current labor rates for travel time to the Purchaser’s site (the “Travel Costs”). FLO will quote applicable Travel Costs prior to any inspection, and the inspection will be conditional upon the Purchaser accepting the quote. FLO shall be responsible for all on-site labor costs during the inspection, unless FLO determines that the reported defect is not covered by the Warranty, in which case the Purchaser shall pay the on-site labor costs at FLO’s then-current labor rates. If FLO determines after inspection that a Product is defective, FLO’s sole obligation under this Warranty is limited to performing one of the following actions, at FLO’s sole and absolute discretion:
 - a) **Repair.** If FLO repairs the Product, it will cover standard or ground parts shipping within the United States, the cost of any replacement parts necessary to repair the Product, and all on-site labor costs necessary to repair the Product. The Purchaser shall pay applicable Travel Costs associated with the repair. FLO will quote applicable Travel Costs prior to any repair, and the repair will be conditional upon the Purchaser accepting the quote. All repaired Products, including any parts replaced in connection with the repair, are warranted only for the remainder of the Warranty Period, prolonged only by the period during which the Product was being repaired. Products may be repaired from remanufactured or reconditioned parts that offer substantially similar functionality. All used parts that are replaced will become FLO’s sole and exclusive property and, upon request, must be returned to FLO at FLO’s expense. If a repair requires a Product to be physically disconnected from civil and/or electrical infrastructure, the Purchaser shall bear all associated Travel Costs and on-site labour costs. FLO will quote applicable Travel Costs and on-site labour costs prior to any such work, and the work will be conditional upon the Purchaser accepting the quote.
 - b) **Replacement.** If FLO replaces the Product, it will cover the cost of shipping the replacement Product to the Purchaser’s site within Canada (standard or ground shipping only). Replacement Products are warranted only for the remainder of the Warranty Period, prolonged only by the period during which the Product was being replaced. All used Products that are replaced will become FLO’s sole and exclusive property and must, upon request, be returned to FLO at FLO’s expense. The Purchaser shall bear all Travel Costs and on-site labour costs associated with removing the used Product and installing the replacement Product. FLO will quote applicable Travel Costs and On-Site Labor Costs prior to any such work, and the work will be conditional upon the Purchaser accepting the quote.
 - c) **Reimbursement.** If FLO elects to reimburse the Purchaser, it will repurchase the Product at the following price: (i) the price paid by the Purchaser; minus (ii) the price paid by the Purchaser prorated by (a) the number of full years elapsed since the purchase of the Product by the Purchaser divided by (b) the total number of years of the Warranty Period; plus (iii) applicable taxes. For example, if a Product was purchased with a base Warranty Period of one (1) year and an Extended Warranty Period of two (2) years, and it was repurchased after the second year from the date of purchase, then FLO would pay the Purchaser one third (1/3) of the original purchase price, plus applicable taxes. For the avoidance of doubt, any Product repurchased by FLO under this subsection becomes the sole property of FLO and must be returned to FLO at FLO’s expense. Purchaser is responsible for providing proof of the purchase price, failing which FLO may determine the purchase price based on the Product’s Manufacturer’s Suggested Retail Price.
- 6) **Warranty Claim Procedure.** All claims under this Warranty must be made during the Warranty Period by requesting a Return Material Authorization (“RMA”) number via FLO Customer Service at service@flo.com. As part of the RMA process, the Purchaser may be asked to provide information regarding the Product, such as its condition, its model/serial number, and the Purchaser’s proof of purchase. If FLO requires any parts to be sent to FLO for testing, FLO will provide the Purchaser a shipping label that will cover parts transportation costs within Canada. Alternatively, FLO may conduct an on-site evaluation, as further set out above. If a Product is determined to be ineligible for Warranty coverage, FLO will return the Product to the Purchaser at the Purchaser’s expense. Alternatively, the Purchaser may request a repair or replacement. FLO will perform all repairs at its then-current labor rates. Repaired and replacement Products will be shipped to the Purchase at the Purchaser’s expense.
- 7) **Exclusion of Warranty.** This Warranty does not apply (a) to a Product that has not been maintained by FLO on the earlier of (i) every year (starting at shipping of the Product); or (ii) every three hundred (300) hours of use (as measured by the Product’s on-board data collection); (b) to a Product that has not been installed or uninstalled by a licensed electrician in accordance with the Product Specifications; (c) to a Product that has been repaired, altered, or disassembled using any parts other than original FLO parts or by any person other than FLO; or (d) where the original Product identification (e.g., serial number, logos, copyright notices and trademarks) has been removed, altered or degraded. Without limiting the foregoing, the Warranty also does not apply to a Product damaged by: (i) improper site preparation,

maintenance (including, without limitation, damage resulting from the use of pressure washers or abrasive tools or maintenance products) or installation, neglect (including, without limitation, damage caused by snow or ice buildup), abuse, vandalism, or improper use (including, without limitation, any use that is not in accordance with the applicable Product Specifications); (ii) normal wear and tear, cosmetic or superficial damage, normal aging, scratches, stains, dents or exterior fading; (iii) acts of God, accidents (including, without limitation, damage caused by a vehicle), fire or exposure to any other hazard (including extreme electromagnetic field or any acts of nature such as earthquakes, tornados, floods, vermin, biological infestations, snow, or lightning); (iv) exposure to conditions or inputs or operation of the Product outside the tolerances specified in the Product Specifications; or (v) any other reason beyond FLO's control (including, without limitation, damage resulting from the use of charging adapters not manufactured by an automotive OEM). The cost (parts and on-site labor) of replacing the recharge cables/connectors assembly is covered only (a) during the Warranty Period and (b) in proportion to the actual number of operating cycles of the Product at the time of the claim, divided by the projected useful life of ten thousand (10,000) operating cycles for the Product, which number will not change regardless of the length of any Warranty Period, including any Extended Warranty Period included therein. The recharge cables/connectors assembly must be replaced as a unit if any of its individual components is defective. The paint finish on the Product is not covered by this Warranty. Purchaser will bear all shipping and handling costs, and all export or import duties, for shipments to addresses outside the United States.

- 8) **Spare Parts Replaced Out of Warranty.** All spare parts replaced by FLO when the Product is out of Warranty (or coverage under the Warranty is unavailable for some other reason) are warranted (i) to be free of any claim of ownership by third parties and (ii) to be free from defects in material and workmanship, for a period of ninety (90) days. The warranty for such spare parts is subject to the same terms and conditions as the Warranty, including all warranty exclusions and disclaimers.
- 9) **DISCLAIMERS.** EXCEPT AS SET OUT IN THIS WARRANTY, FLO DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD. FLO DOES NOT WARRANT THAT THE PRODUCTS OR RELATED SERVICES WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.
- 10) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLO OR ANY OF ITS AFFILIATES BE LIABLE TO THE PURCHASER OR TO ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE (EVEN IF THE ADVENT OF SUCH DAMAGE WAS KNOWN OR COULD HAVE BEEN KNOWN BY FLO) OR ANY CAUSE OF ACTION IN CONNECTION WITH PRODUCT MALFUNCTION OR IN CONNECTION WITH THE PRODUCTS, THEIR PURCHASE, THEIR HANDLING, INSTALLATION OR USE BY THE PURCHASER AND/OR ANY PERSON AUTHORIZED BY THE PURCHASER RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR PROPERTY, SUCH AS AN AUTOMOBILE. IN NO EVENT SHALL FLO'S AGGREGATE LIABILITY TO THE PURCHASER OR ANY THIRD PARTY FOR CLAIMS RELATED TO THE PRODUCTS AND RELATED SERVICES EXCEED THE PURCHASE PRICE PAID BY THE PURCHASER FOR THE PRODUCTS. THE REMEDIES IN THIS WARRANTY ARE THE

PURCHASER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO DEFECTIVE OR NON-CONFORMING PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PURCHASER. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS AND THE PURCHASER MAY ALSO HAVE OTHER LEGAL/STATUTORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THESE LIMITATIONS OR EXCLUSIONS OF LIABILITY MAY NOT AFFECT SUCH OTHER LEGAL/STATUTORY RIGHTS.

- 11) **Choice of Law.** This Warranty is governed by and construed under the laws of the State of New York, without reference to its conflict of laws provisions that would require the application of the laws of another jurisdiction.
- 12) **Arbitration, Waiver of Jury Trial, and Class Action Waiver.** Any controversy or claim arising out of or relating to this Warranty that is not resolved by negotiation, including with respect to the validity, existence or the breach hereof, shall be determined exclusively by final and binding confidential arbitration, using the English language, administered by the International Centre for Dispute Resolution in New York, New York in accordance with its International Arbitration Rules. The number of arbitrators will be one. Except as may be required by law, neither party nor its representatives may disclose the existence, content or results of any arbitration related to this Warranty, including the content of any documents exchanged within the arbitration proceedings, without the prior written consent of the other party. To start an arbitration, please complete the form available on the ICDR Canada website: <https://www.icdr.org/>. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for individual injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PURCHASER AGREES THAT ALL CLAIMS WILL BE BROUGHT ON AN INDIVIDUAL BASIS, THE PURCHASER WAIVES ANY RIGHT IT MAY HAVE TO START OR PARTICIPATE IN ANY CLASS ACTION AGAINST FLO AND THE PURCHASER AGREES TO OPT OUT OF ANY CLASS PROCEEDING AGAINST FLO. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION **EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.** SOME JURISDICTIONS DO NOT ALLOW TERMS THAT SUBMIT DISPUTES TO MANDATORY ARBITRATION OR LIMIT CONSUMER RIGHTS TO COMMENCE OR PARTICIPATE IN A CLASS PROCEEDING, SO THE ABOVE TERMS THAT PURPORT TO DO SO MAY NOT APPLY TO THE PURCHASER. If this arbitration clause is found to be unenforceable by a court of competent jurisdiction, then a competent court in the State of New York will have exclusive jurisdiction to settle any controversy or claim arising out of or relating to this Warranty that is not resolved by negotiation, and for such purposes the parties irrevocably submit to the jurisdiction of such venue and waive any right they may have to object to such venue or to assert the doctrine of forum non-conveniens.
- 13) **Conflict of Terms.** In the event of a conflict between any provision of this Warranty and any provision in any applicable sales agreement issued by FLO, the sales agreement issued by FLO governs.
- 14) **Miscellaneous.** No Product reseller, agent or employee is authorized to make any modification, extension or addition to this Warranty. However, FLO reserves the right to modify the terms of this Warranty from time to time in its sole discretion and FLO will publish the Warranty in its last updated version on www.flo.com. The Warranty applicable to the Product is the version of the Warranty that was effective on the date of purchase, as determined by the effective date indicated in the footer of the Warranty and the purchase date indicated in an acceptable proof of purchase. If any term of the Warranty is held to be illegal or unenforceable, the remaining terms shall not be affected or impaired. FLO reserves the right to subcontract the performance of its warranty obligations to qualified subcontractors in its sole discretion.
- 15) **Language.** A French version of this Warranty is available at: <http://www.flo.com/fr-CA/>. Une version française de cette garantie est disponible au: <http://www.flo.com/fr-CA/>.

