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## Warranty Terms & Conditions

For TommaTech EV Chargers

V2305.17

### Introduction

1. These warranty terms and conditions apply only for the original installation of TommaTech Uno or Trio EV Chargers (hereinafter referred to as Products or EV Chargers). The warranty holder is the dealer, installer, official distributor and/or the end customer (hereinafter referred to as Customers), depending on who purchased the Products from TommaTech GmbH (hereinafter referred to as TommaTech) directly.
2. This limited warranty is not transferrable and governs the repair and replacement of TommaTech EV Chargers. Customers wishing to make a claim under this Warranty Policy must abide by the procedures and requirements set forth herein. TommaTech may, at its sole discretion, reject the repair or replacement of any EV chargers not returned in accordance with the terms and conditions.

### Warranted Products

3. This warranty applies exclusively to TommaTech Uno and Trio EV Chargers and their accessories (such as TommaTech CTs or TommaTech Smart Meters) manufactured and supplied directly by TommaTech. All external and ancillary parts and units (e.g., Monitoring/Communication devices, batteries, hardware/software controllers etc.) installed with the Products from third parties are excluded from the warranty.
4. Subject to the terms and conditions of this warranty, are any Products which were found to be faulty due to a fault in the manufacturing process by TommaTech and which are still within their warranty period. TommaTech may, at its own discretion, repair the Product or replace it with a new or refurbished one.

### Warranty Scope

5. TommaTech warrants all Products to be free from defects in materials or workmanship under normal use. However, if the Products were installed according to the manual and following the required local rules and legislation and a fault occurs due to insufficient manufacturing quality, Customers can contact TommaTech to issue a warranty claim. In a case where an end user contacts an official TommaTech partner who does not respond to the warranty claim, he may also contact TommaTech. However, please note that TommaTech has no obligation towards any end-users as long as TommaTech did not sell the Products directly to them.
6. If the Product was found to be faulty due to a manufacturing mistake by TommaTech, TommaTech may, at its own discretion, replace or repair the Products. However, please note that this limited warranty only covers the cost of work and material necessary to regain faultless functioning products. All other costs, including but not limited to transport, travel- and

accommodation cost of TommaTech personnel as well as Customer's own costs including any pecuniary losses are not covered by the warranty. Furthermore, claims for compensation for direct or indirect damage arising from the defective Products are not covered by the warranty. In any case, whether in contract, or otherwise, the maximum compensation shall not exceed the amount paid by the Customer for the purchase of the equipment. However, these warranty terms do not limit applicable Customer protection laws for end customers relating to defects in equipment purchased by end customers.

7. TommaTech's liability under this warranty shall be limited to replacement and/or repair. Furthermore, TommaTech's total liability under these warranty terms may not exceed the purchase price of the Product claimed as defective under warranty.
8. Any end user's rights arising from the law are reserved and this warranty applies without prejudice to mandatory statutory liability regulations.

#### Transportation Costs

9. Unless there are unique agreements signed between TommaTech and the Customers, the warranty covers only the cost of materials and labor work to make the defective Products functional again. Generally, TommaTech is not responsible for the transport of Products. Transportation costs including but not limited to shipments, insurance, duties as well as import & export fees are borne by the Customer. TommaTech has no warranty obligation in this respect. However, and in case that a defect was accepted to be caused by manufacturing, TommaTech may, at its own discretion, cover the costs of transporting the Products which have been replaced or repaired under the warranty to their respective location.

#### Warranty Period

10. The standard warranty period for TommaTech EV chargers is 3 years starts with delivery. Delivery occurs on the day when the price has been paid in full and the customer has taken the goods from TommaTech or its distributor, unless TommaTech is responsible for the transport.
11. Replaced or repaired Products shall be warranted for the remainder of the original period of warranty. Replacing or repairing the Products under warranty does not extend the current warranty period. No replacement warranty period is given for repaired or replaced Products.
12. Depending on the Product version, a 24 months warranty extension can be purchased within the first month after the first commissioning date.

#### Warranty Claim

13. For a replacement to be affected under this warranty terms and conditions, the following information and documents must be provided to TommaTech immediately after the fault occurred:
  - a. Filled reclamation form including:
    - i. Model and serial number of the faulty Product
    - ii. Failure code
    - iii. Fault and setup description
  - b. Copy of original purchase invoice
  - c. Valid warranty certificate
  - d. Any documents of previous claims, repairs or replacements (if applicable)

14. Any warranty claims must be forwarded by TommaTech's direct Customers to: head@tommatech.de
15. Please note that TommaTech reserves the right to reject any warranty claim:
  - a. If the information provided by the Customers is inadequate or incomplete, TommaTech reserves the right to reject their requests for replacing the Products.
  - b. If the Product has been replaced or altered without the prior written consent of TommaTech.
  - c. If the defect that is claimed is not caused by defective materials or workmanship.
16. Furthermore, please note that the claims of the Customer require that it has complied with its statutory obligations to examine the Products and to make a complaint in respect of a defect immediately on receipt of the Products or occurrence of the fault.

#### Procedures After a Warranty Claim was Submitted

17. Upon receipt of a warranty claim, TommaTech will attempt to solve the issues with the Customer's assistance. If the issue persists after attempts to solve it with the Customer's assistance, TommaTech will provide a case number which must be used in reference for all communications regarding the claim.
18. Upon approval from TommaTech, the claimant needs to send the defect claimed Products to TommaTech packed in its original packaging or equivalent but in such a way that it will not be damaged during transportation including accompanying documentation as specified by TommaTech within fifteen (15) business days. Please note that defective parts or units replaced under a warranty claim become the properties of TommaTech.
19. After receipt of the defect claimed Product as specified and if TommaTech's due inspection concludes that the claimed defect in the Product should be covered by the warranty, TommaTech may repair the Product, change defective part(s), replace the Product with a new or equivalent solution, or compensate the Customer financially at its own discretion and depending on the defect of the Product.
20. Please note that TommaTech will seek reimbursement of all incurred costs (labor, travel, delivery, and/or replacement units that have been sent, etc.) from the claimant if the Product is found to be free from defects in materials or workmanship, or if the Product is found not to be covered by this Limited Warranty.
21. Furthermore, please note that:
  - a. TommaTech may contact the Customer for further information regarding the defect.
  - b. TommaTech may require the Customer to complete root analysis testing of the Product as well as the corresponding solar solution to provide evidence supporting the claim.
  - c. It is an obligation of the Customer to cooperate with TommaTech, else TommaTech obtains the right to reject the warranty claim.
  - d. Final verification of the claim will be made by TommaTech.
  - e. Upon receipt of the replaced product, it must be installed by a qualified and trained installer within the next 5 business days.
  - f. TommaTech reserves the right to refuse exchange requests where adequate information is not provided.

### Substitute Products

22. Substitute Products or accessories may not be entirely compatible with the remaining components of the photovoltaic system. The costs incurred therefore will not be covered by the warranty or extended warranty.

### Defective Products and Parts

23. The defective parts or products replaced under a warranty claim become the properties of TommaTech and must be returned to TommaTech or TommaTech's authorized distributors for inspection with the original or equivalent packaging and with the accompanying documentation within a reasonable period of time, not exceeding fifteen (15) days.

### Exclusions from Warranty

24. This limited warranty only applies to products sold after the date of 1st January 2023 through TommaTech or one of TommaTech's authorized distributors. However, the problems, defects, and malfunctions outlined below as well as any TommaTech products are not covered by this warranty in the following cases:
- a. The failure occurs out of the warranty period.
  - b. Problems, defects, and malfunctions arising from mounting, installation, commissioning start up or application of the Products, accessories and/or any other materials, equipment, and devices.
  - c. Problems, defects and malfunctions in the Products, accessories and/or other materials, equipment and solar system arising from the materials, devices and equipment which are not manufactured by TommaTech or arising from their mounting, installation, and applications.
  - d. Problems, defects, and malfunctions that occur due to the location and the area of installation which are not suitable for the specifications of the Products and accessories.
  - e. Problems, defects and malfunctions of Products, accessories, other materials, equipment, and solar system due to the electrical system in the location of installation.
  - f. Problems, defects, and malfunctions caused by unauthorized or improper utilization, changes, maintenance, operation, or incorrect installation, mounting and applications. Generally any problems, defects or malfunctions caused by any usage other than to charge an electric vehicle.
  - g. Problems, defects, and malfunctions caused by the removal of the Products or accessories and/or their mechanisms, utilities, parts, or equipment.
  - h. Problems, defects, and malfunctions caused using Products and accessories on mobile units including but not limited to vehicles, ships etc.
  - i. Problems, defects and malfunctions caused by outer causes such as but not limited to these, power outages, power surges, lightning, explosion, fire, flood, earthquake, typhoon, hurricane, tornado, volcano explosion, tsunami, lightning strikes in or around the Products and accessories, problems, defects and malfunctions caused by snow and salt damages, weather and natural events, natural disasters, acid rain, smoke, air pollution or other impurities, dirt or dust on the Products and accessories, vandalism (regardless of whether the damage is caused by intent or negligence and is caused by the buyer or user of the Product and accessories or any third parties), negligence or deliberate accident, problems, defects and malfunctions caused by external factors and unforeseen situations such as civil disobedience, force majeure, etc. and problems, defects and malfunctions outside the control of TommaTech.

- j. If the installers, dealers, end customers or users use the Products, accessories and/or the materials and equipment which constitute the Products and accessories in a way that violates the intellectual property rights of TommaTech or any third parties who are owner of those rights such as patents, utility models, trademarks, copyrights, design rights, etc.
- k. If any model, type, label or serial number of the Product and accessories has been changed or deleted or made illegible.
- l. Bodily (death, injury, etc.) or material harms occurring in living or non-living entities.
- m. Moving the product from the place where it was first installed to another location.
- n. Errors or defects caused by third party's embedded or external software or hardware (e.g., devices controlling Products or devices that control the charge or discharge of the battery) without the written consent of TommaTech.
- o. If the Product or accessories are damaged during transportation and the distributor and or the end customer has signed the delivery receipt (which requests the claimant to double check the outside & inside of the package and take pictures as evidence before signing the delivery receipt).
- p. If the product failure is not reported to TommaTech immediately after appearance.
- q. Defects that do not adversely affect the proper functioning of the Product or accessories (e.g., any external scratches or stains or abrasion of natural material, etc.),
- r. If the installer, dealer, or end-user failed to comply with TommaTech's installation manual or maintenance instructions for the Product or accessories.
- s. If the installer, dealer, or end-user failed to comply with the safety rules and regulations in respect of the Product or accessories.
- t. If replaced products have not been returned to TommaTech or his designated cooperated partners, dealers, or distributors within fifteen (15) days after a corresponding request from TommaTech.
- u. If the defect is caused by improper usage of the product or failure to comply with the usage of the product for purposes other than those for which the product was designed or intended.
- v. If the product is moved for any reason after it has been installed (regardless of whether it has been reinstalled subsequently or moved back to the same location) unless it is reinstalled at the same address by a qualified installer who has provided a test report to TommaTech.
- w. If either the product, including the case or the product series number are modified or altered, or the product label is removed, or defaced.
- x. Normal wear or tear.
- a. If the Product obtained second hand and or through unlicensed sales channels.

#### Service after Warranty Expiration

25. For Products which are out of warranty or invalidation, TommaTech provides an additional charged service, which includes the following fees:
- a. On-site service fee: Travel cost and time for technicians and the cost of labor time for the technician to install, analyze, repair, test and maintain faulty Products,
  - b. Materials fee: Cost for replacing the parts or units or any other relevant materials.
  - c. Logistic fee: Cost for delivery, including the costs of sending the defective Products from end customers to TommaTech, or/and the costs for sending the repaired Products from TommaTech to end customers.

### Validity

26. This limited warranty terms and conditions entered into force on 01/01/2023 and will be applied to all EV Chargers purchased from TommaTech as of this date. This limited warranty document will be valid until a new version is published by TommaTech.

### Geographical Scope

27. This Limited Warranty terms and conditions only apply for Products which are originally purchased from TommaTech and installed in the destination defined within the European Union countries, Scotland, Norway, Switzerland, excluding affiliated islands and overseas territories unless there are special agreements signed between TommaTech and the direct purchaser. For any units sold for one country/region but installed in another country/region, the warranty will become invalid if there is no written confirmation and approval from TommaTech prior to the installation.