



FORD LIMITED WARRANTY

V9.12.23

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Customer Support
US: 800-343-5338
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Limited Warranty

This limited warranty ("Limited Warranty") is provided by Ford Motor Company Limited ("Ford") as the seller of, and with respect to, the following product(s) (each a "Product"):

1. Ford Pro AC Charging Station 48A (Series 1)
2. Ford Pro AC Charging Station 80A (Series 1 & Series 2)
3. Ford Pro DC Charging Station (60kW/120kW)
4. Ford Pro DC Charging Station (180kW/240kW with and without credit card reader)
5. Ford Pro DC Charging Cabinet (180kW)
6. Ford Pro Industrial DC Dispenser (200A/300A)
7. 4ft Aluminium Ford Pro Single/ Dual Post
8. 8ft Aluminium Ford Pro Single Post w/ Cable Management
9. 8ft Aluminium Ford Pro Dual Post w/ Cable Management

The Limited Warranty is being provided by Ford to the person or entity who purchased the Product from Ford ("Buyer") and, subject to the terms and conditions of this limited warranty, covers any defect in the Product which can be directly and exclusively attributed to design, workmanship or material defect of the Product for a period of three (3) years (the "Warranty Period") after the Warranty Starting Date (as hereafter defined). The warranty start date is (i) the date on which the AC Hardware or Post is shipped to Customer or (ii) the date that is three (3) months after the date on which the DC Hardware is shipped to Customer.

The Buyer can apply to extend the DC Hardware Warranty start date. The start date can be extended up to twelve (12) months after delivery, provided the charger is stored in continuous warehousing conditions (temperature controlled and indoors in accordance with supplier's installation manual). In the event of a warranty claim, the burden of proof that the units were stored correctly will be on the end customer.

In order for the Limited Warranty to apply, Buyer must, in addition to the other requirements set forth in this limited warranty, (i) demonstrate proof of purchase of the Product by Buyer from Ford, which proof shall require Buyer's dated purchase receipt from Buyer's purchase of the Product from Ford; (ii) have the Product installed at its site by a licensed electrician in accordance with Ford's written instructions regarding installation of the Product; (iii) pay the full amount of the purchase price for the Product to Ford; and (iv) use a third-party approved by Ford as an authorized repairer for the Product (an "Authorized Repairer") to repair or replace any defective parts of the Product.

Pursuant to the Limited Warranty, and subject to the terms and conditions of this limited warranty, during the Warranty Period only: (i)



Ford through an Authorized Repairer will, at its discretion, either replace or repair any defective parts of the Product free of charge to Buyer, provided that Ford confirms the existence of the defective parts; and (ii) Ford will cover the labor costs of the Authorized Repairer to repair or replace said defective parts. Notwithstanding the foregoing, the Limited Warranty does not cover any labor costs related to the removal, installation or troubleshooting of Buyer's electrical systems (i.e., any such labor costs will be the sole responsibility of Buyer and Ford shall have no obligation to Buyer with respect to such labor costs). Ford through an Authorized Repairer will, at its discretion, use new and/or reconditioned parts in repairing or replacing defective parts of the Product. If the Product has a Wi-Fi module and contains a defect due to the faulty Wi-Fi module, Ford or an Authorized Repairer may, at its option, replace only the Wi-Fi module or the entire unit. The replacement or repair of any defective parts of the Product will not extend the Warranty Period for the Product or create a new warranty, as to the replaced or repaired parts (i.e., the Limited Warranty in effect at the Warranty Starting Date will continue on the Product only for the remainder of the Warranty Period and no new warranty shall be made). Ford's obligations with respect to the Limited Warranty are limited to the obligations set forth in this paragraph.

Notwithstanding any other provision contained in this limited warranty, the Limited Warranty does not apply to, and Ford will not be responsible for, any defect in any Product: (i) which is caused by any failure to comply with any instructions of Ford, or any instructions of the manufacturer of the Product, regarding transport, installation, functioning, maintenance, operation, or storage of the Product, in each case as determined by Ford; (ii) For DC hardware only, which is caused by any failure to commission the Product within six (6) months from the Warranty Starting Date, or if the Product is commissioned within six (6) months from the Warranty Starting Date, which is caused by shutting down or depowering the Product for a period in excess of six (6) months; (iii) that has been improperly installed, improperly operated, improperly handled, misused (including use under conditions for which the Product was not designed, use in an unsuitable environment, or use in a manner contrary to the Product Manual (as defined below) or applicable laws or regulations), neglected, tampered with, altered, modified, or damaged, either internally or externally, in each case as determined by Ford; (iv) which is caused by lack of preventative maintenance required or suggested in the Product Manual (as defined below), in each case as determined by Ford; (v) that has been repaired by Buyer or any third-party without prior written authorization from Ford; (vi) which is caused by normal wear and tear, in each case as determined by Ford; (vii) which is caused by anomalies caused by, or connected to, the elements coupled directly by Buyer; (viii) which is caused by accidents (including being struck by a vehicle) or events that place the Product outside its transport, storage and operational specifications, in each case as determined by Ford; (ix) which is caused by acts of God (such as lightning, floods,



earthquakes), fire, water, biological infestations, excessive humidity, dust, generalized corrosion, vandalism, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply used for the Product, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Product specifications, in each case as determined by Ford; (x) that has been subjected to input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Ford Product specifications, including but not limited to high input voltage from generators or lightning strikes, in each case as determined by Ford; (xi) that has been subjected to incidental or consequential damage caused by defects of other components of the electrical system, in each case as determined by Ford; (xii) if the original identification markings (including trademark or serial number) of such Product have been defaced, altered, or removed; or (xiii) which is not directly and exclusively attributed to design, workmanship or material defect of the Product, in each case as determined by Ford. For purposes of the Limited Warranty, "Product Manual" means, with respect to a Product, any written manual, guide or instructions regarding the Product which is provided by Ford, or by the manufacturer of the Product, to Buyer.

Without limiting the foregoing, the Limited Warranty does not apply to, and Ford will not be responsible for: (i) parts of the Product that must be replaced periodically such as fuses, lamps, air filters or consumable materials subject to normal and reasonable wear and tear; (ii) any defective parts of the Product if such parts are not manufactured by the manufacturer of the Product under its own brand; or (iii) aesthetic defects (such as scratches and dents, corrosion or normal aging), except if such defects clearly affect to the normal operation of the Product.

In order to assert a claim under the Limited Warranty, Buyer must contact Ford at 1-800- 34FLEET within the Warranty Period and no later than five (5) days from the date Buyer knew, or should have known, of the defect in the Product for which the claim is made. Ford will have no obligations or responsibilities with respect to any claims made after the Warranty Period ends. Notwithstanding any other provision contained in this limited warranty, Ford's obligations under the Limited Warranty are conditioned upon Buyer's strict compliance, in each case as determined by Ford, with Ford's requirements, processes, procedures and instructions regarding warranty claims, including, without limitation, with respect to return of defective parts and repair or replacement of defective parts. Among other things, Buyer will be required to provide to Ford: (i) proof of purchase of the Product; (ii) model number of the Product; (iii) serial number of the Product; (iv) a detailed description of the defect; (v) shipping address for return of the replacement part (if any) and, if different, the address for the location at which the Product is installed; and (vi) to the extent the Product Manual requires or suggests preventative maintenance for the Product, records of any and all



preventative maintenance performed on the Product. To the extent the Product Manual requires or suggests preventative maintenance for the Product, Buyer must perform any and all such preventative maintenance at its own cost and any failure to perform any such preventative maintenance and/or failure to keep, or to provide to Ford, records of any preventative maintenance performed on the Product may, at the discretion of Ford, void the Limited Warranty for the Product or result in a denial of any warranty claims submitted to Ford for the Product. For any defective part of the Product that is replaced under the terms of the Limited Warranty, Buyer must return the defective part to Ford (or, in Ford's discretion, to a third-party as directed by Ford) in the original shipping container within fifteen (15) days after the defective part is replaced. Defective parts replaced and returned to Ford (or, in Ford's discretion, to a third-party as directed by Ford) will be the property of Ford (or such third-party). In the event Buyer fails to return a replaced defective part to Ford (or to a third-party as directed by Ford if Ford directs that the defective part be returned to a third-party) in accordance with the foregoing, the Limited Warranty shall not apply to the defective part, and Buyer shall be required to pay Ford for the costs of the replacement part and the labor costs of the Authorized Repairer in replacing the defective part, and Ford shall have the right to charge Buyer for the costs of such part and labor. Failure to comply with any of Ford's requirements, processes, procedures and instructions regarding warranty claims may, at the discretion of Ford, result in denial of the warranty claim. Without limiting the foregoing, if Buyer plans to store the Product prior to commissioning or to depower the Product after commissioning, Buyer must contact Ford at 1-800-34FLEET to ask for long term storage instructions.

The Limited Warranty is transferable by Buyer to any person or entity who acquires the Product from Buyer (a "Transferee") provided that Buyer first notifies Ford (by contacting Ford at 1-800-34FLEET) of said transfer, and further provided that the transfer occurs during the Warranty Period. In the event of any such transfer, the Warranty Period for the Product shall remain the same and Transferee shall be subject to the same terms, conditions, limitations, restrictions and obligations set forth in this limited warranty as if Transferee were Buyer. Warranty transfers with no prior written notice to Ford will, at the discretion of Ford, void the Limited Warranty.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY FORD WITH RESPECT TO THE PRODUCT AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL FORD BE LIABLE



FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

FORD'S MAXIMUM LIABILITY UNDER THE LIMITED WARRANTY SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY FORD FROM BUYER FOR THE PRODUCT. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS LIMITED WARRANTY SHALL GOVERN AND CONTROL OVER ANY OTHER RIGHTS AND REMEDIES TO WHICH BUYER MAY OTHERWISE BE ENTITLED.

FORD MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH PRODUCT, OR THE ABILITY TO INTEGRATE SUCH SOFTWARE OR EQUIPMENT WITH PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH PRODUCT AS DISTRIBUTED BY FORD OR OTHERWISE. RESPONSIBILITY OF THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

To the extent any implied warranties are required under applicable law to apply to the Product, such implied warranties shall, to the extent permitted by applicable law, be limited in duration to the Warranty Period for the Product. The Limited Warranty gives Buyer specific legal rights, which are Buyer's exclusive rights and remedies hereunder.