

# FLO® DCFC LIMITED

This limited warranty (the "Warranty") is provided by Services FLO Inc. of 2800 Rue Louis-Lumière, Suite 100, Québec, Québec G1P 0A4, Canada ("FLO").

**1.Products.** The products covered by this warranty are the **FLO SmartDC™ Direct Current Fast Charger (DCFC)** (hereinafter referred to as the "Product" or "Products").

**2.Limited Warranty.** Subject to the warranty exclusions described below, the Products are warranted to (i) be free of any claim of ownership by third parties, (ii) be free from defects in material and workmanship and (iii) function in accordance with FLO's technical specifications, including the user manual and any technical specifications provided at the time of purchase and any service communications (the "Product Specifications"). This Warranty only applies to the original purchaser named in the original purchase invoice for a Product from FLO or from a distributor or value-added reseller authorized by FLO (the "Purchaser"). The Warranty may not be transferred and shall only apply to a Purchaser located in Canada.

**3.Warranty Period.** The terms and conditions of this Warranty are valid for a period of one (1) year from date of shipment to the Purchaser from FLO or a distributor or value-added reseller authorized by FLO (the "Warranty Period"). NO WARRANTIES SHALL APPLY AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD UNLESS PURCHASER HAS PURCHASED AN EXTENDED WARRANTY FROM FLO OR A DISTRIBUTOR OR VALUE-ADDED RESELLER AUTHORIZED BY FLO.

**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 up to a maximum of four (4) years following the expiration of the original Warranty Period (such extended term the "Extended Warranty Period"). During the 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 claim for Warranty service in accordance with Section 6, FLO will attempt to diagnose any issues during the Warranty Period remotely. If an on-site inspection by FLO or a contractor

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authorized by FLO is required, Purchaser shall cover any travel costs to site, as well as labour rates charged for travel time by FLO employees or authorized contractors required to reach Purchaser's site. FLO shall be responsible for on-site labour costs of FLO or its authorized contractor during inspection, unless FLO determines that the issue that is the basis of the claim is not covered by the Warranty, in which case such labour costs shall be paid by Purchaser at FLO's or its authorized contractor's then-current labour rates. If a Product is found by FLO after inspection to be defective or to not function in accordance with the Product Specifications during the Warranty Period, 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 a Product under this Warranty, FLO shall pay for parts shipping within Canada, the cost of replacement parts and on-site labour necessary to repair the Product. The Purchaser shall pay any travel costs required for FLO to send an employee or authorized contractor to conduct the repair as well as labour time for FLO employees or contractors during transit at their standard rates. All repaired Products, including any replaced parts, are warranted only for the remainder of the Warranty Period, prolonged only by the period during which the Product was being repaired. The Purchaser acknowledges that replacement parts or Products may be remanufactured or reconditioned parts that offer substantially similar functionality. All parts that are replaced shall become FLO's sole and exclusive property and must be returned to FLO, if requested, at FLO's expense. Notwithstanding FLO's obligations with respect to part replacement or repair, if a Product was physically disconnected from civil and/or electrical infrastructure during a repair, Purchaser shall be responsible for the costs of any on-site labour related to such disconnection and reconnection of the repaired Product (i.e. the full Charging Station) to civil and electrical infrastructure (each of which shall be performed upon approval of the Purchaser and at FLO's or its authorized contractor's then-current labour rates and charges).
- b) **Replacement.** If FLO replaces a Product, FLO shall be responsible for the cost of shipping the Product to the Purchaser's site, so long as the site is in Canada. All replaced Products are warranted only for the remainder of

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the Warranty Period, prolonged only by the period during which the Product was being replaced. All Products that are replaced shall become FLO's sole and exclusive property and must be returned to FLO, if requested, at FLO's expense. Purchaser shall be responsible for the costs of removal of the replaced Product and installation of the replacement Product (each of which, if performed by FLO or its authorized contractors, shall be performed upon approval of the Purchaser and at FLO's or its authorized contractor's then-current labour rates for travel and on-site labour, plus travel costs).

- c) **Reimbursement.** Should FLO, during the Warranty Period, notify the Purchaser that it can no longer repair a Product defect that would otherwise be covered by the Warranty, FLO shall have the right to buy back the Product at the following price: (i) the price paid by the Purchaser; minus (ii) the price paid by the Purchaser prorated by the number of full years elapsed since the purchase of the Product by the Purchaser divided by the total number of years of the Warranty Period. 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 re-purchased 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 tax. For the avoidance of doubt, any Product bought-back by FLO under this subsection becomes the sole property of FLO, and must be returned to FLO at FLO's cost.

**6. Warranty Claim Procedure.** Any claim under this Warranty must be made via FLO Customer Service at [service@flo.ca](mailto:service@flo.ca) to obtain a Return Material Authorization ("RMA") number. As part of the RMA process, the Purchaser may be asked to provide information regarding the Product such as condition, model/serial number and proof of purchase. If FLO requires any parts to be sent for testing, FLO will provide a shipping label that will cover mailing costs associated with transporting such parts within Canada only to FLO for evaluation. Alternatively, FLO or an authorized representative may conduct on-site evaluation, as further set out above. Customer Service contact information is available at [www.flo.ca](http://www.flo.ca). Any parts of a Product or Product determined to be ineligible for service under this Warranty will be returned, repaired or

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replaced at the discretion of the Purchaser and upon the Purchaser's approval, at FLO's then-current labour rates and charges.

**7.Exclusion of Warranty.** This Warranty will be invalid and will not apply unless maintenance service of the Product is performed by a maintenance provider authorized by FLO and paid for by Purchaser and is conducted on the following basis, based on whichever time or event occurs first, and, for the avoidance of doubt, which events or times reset following each maintenance session: (i) every year (starting at shipping of the product); (ii) every one thousand (1 000) operating cycles; or (iii) every three hundred (300) hours of use. Operating cycles and hours of use shall be measured based on the Product's on-board data collection as provided to FLO's cloud-based database. This Warranty does not apply to any Product that has been installed, removed, handled, altered, disassembled or repaired by any person other than a service provider authorized by FLO, or where the original Product identification (e.g. serial number, logos, copyright notices and trademarks) has been removed, altered or degraded. Without in any way limiting the exclusions under this Warranty, the Warranty does not apply to any damage to a Product resulting from: (i) improper site preparation or maintenance or installation, neglect (including damage caused by a vehicle), abuse, vandalism or improper use of the Product including 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) accident, fire or exposure to any other hazard (including extreme power surge, extreme electromagnetic field or any acts of nature such as earthquakes, tornados, floods, biological infestations, snow, lightning, etc.) or (iv) any other reason beyond FLO's control. This Warranty does not apply to the cost of replacement (parts and labour) of air filters. The cost of replacement (parts and labour) of the recharge cables/connectors assembly is covered only (a) during the Warranty Period and (b) during the Warranty Period, 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. For security and continued certification purposes, the recharge

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cables/connectors assembly must be replaced as a whole if any of its individual components is defective. The paint finish on the Product is not covered by this Warranty. FLO will not cover costs associated with shipping parts of the Product or any replacement Product outside of Canada and additional shipping and handling, as well as export or import duties that may apply to such shipments, will be at the Purchaser's sole expense. OTHER THAN 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 AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS. IN NO EVENT SHALL FLO BE LIABLE 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; LOSS OF OR DAMAGE TO OTHER PROPERTY SUCH AS AN AUTOMOBILE; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. FLO DOES NOT WARRANT THAT THE PRODUCTS OR RELATED SERVICES WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IN NO EVENT SHALL FLO'S AGGREGATE LIABILITY FOR ALL 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATION MAY NOT

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APPLY TO A SPECIFIC PURCHASER. No Product reseller, agent or employee is authorized to make any modification, extension or addition to this Warranty. If any term is held to be illegal or unenforceable, the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the province in which the Product purchase took place.

**8. 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.

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