



FREEWIRE TECHNOLOGIES, INC.

Standard Limited Warranty

Updated on April 24, 2024

FreeWire Technologies, Inc. ("FreeWire") provides the following Standard Limited Warranty (this "Warranty") covering equipment purchased by Buyer (as defined below) from FreeWire pursuant to the Agreement (as defined below) (such equipment, "Equipment"). Please visit <https://freewiretech.com/support/> (the "Support Website") for additional information on how to contact FreeWire Support. Notwithstanding anything herein to the contrary, any RMA procedures that may be set forth on the Support Website, or otherwise provided by FreeWire to Buyer in writing in connection herewith, must be followed for all warranty claims. This Warranty is subject to the agreement, executed between FreeWire and the buyer specified therein ("Buyer"), to which it is attached or incorporated by reference into (the "Agreement"). In the event of a conflict between the terms of the Agreement and this Warranty, the terms of this Warranty will take precedence.

1. FreeWire's Warranty Obligation.

Subject to the provisions of this Warranty and the Agreement, with respect to any Equipment for which a valid warranty claim is made under this Warranty during the Warranty Period, FreeWire will, in its sole discretion, either: (1) repair or replace such Equipment (or the defective part); or (2) credit or refund the price of such Equipment at the pro rata contract rate. The Warranty Period will not be extended by virtue of any replacement or repair of Equipment hereunder. This Warranty only covers damage to or failures of Equipment (i) as a result of defects in manufacturing or materials, and/or (ii) directly caused by FreeWire or its agents.

FreeWire will not have any obligations hereunder unless: (a) Buyer gives written notice of the defect, reasonably described, to FreeWire within 15 days of the time when Buyer discovers or ought to have discovered the defect; (b) FreeWire has 15 working days after receipt of notice to examine such Equipment and if so requested, Buyer returns such Equipment to FreeWire's place of business for examination; and (c) FreeWire verifies Buyer's claim that the Equipment is defective. Notwithstanding anything herein to the contrary, Buyer is responsible for the cost of shipping any allegedly defective Equipment to FreeWire in accordance with the RMA procedures on the Support Website. FreeWire reserves the right to ascertain the claim of failure and any required remediation at its sole discretion without limitation. If FreeWire determines the defect is covered by this Warranty, FreeWire shall pay for relevant costs of shipping.

THE REMEDIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO BUYER AND THE SOLE AND EXCLUSIVE OBLIGATIONS OF FREEWIRE UNDER THIS WARRANTY. ANY AND ALL OTHER CLAIMS ARE SUBJECT TO THE PROVISIONS OF THE AGREEMENT. FREEWIRE DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS WARRANTY, INCLUDING ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, QUALITY, ACCURACY, NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Notwithstanding anything herein to the contrary, if in FreeWire's objectively reasonable judgment any Equipment will or has undergone damage that cannot be repaired in the field, FreeWire may enter Buyer's premises to perform emergency repairs or to remove the unit, subject to all other provisions hereof. Buyer will offer all reasonably requested assistance to FreeWire in connection therewith.

2. Battery Warranty.

FreeWire warrants that the battery components of the Equipment will, at the time of purchase and for the time period set forth below (the "Warranty Period"), operate at the following energy retention level (the "Battery Warranty").

Warranty Period (whichever comes first)	Energy Retention
3 years or 2,000 cycles ¹	70% ²

¹ One cycle is defined as discharging your battery an amount that equals 100% of your battery's capacity.

² Expressed as a percentage of original related capacity.

Any battery replaced by FreeWire pursuant to this [Section 2](#) may be new or factory refurbished with an energy capacity (kWh storage) level at or above that of the original battery at the time of notice of a warranty claim. Accordingly, the replacement battery will operate at a level appropriate to its age and utilization, but may not be new.

3. System Warranty.

FreeWire warrants that the mechanical and electrical components (excluding the battery) of the Equipment will, at the time of purchase and for the Warranty Period set forth below, be free from material defects in workmanship and will be of merchantable quality (the "System Warranty").

Warranty Period
3 years

4. Labor and Parts Expenses.

During the Warranty Period, FreeWire will provide labor and parts pertaining to the repair of Equipment pursuant to this Warranty. Notwithstanding the foregoing, Buyer will reimburse FreeWire for all reasonable travel costs and related expenses related to the provision of Warranty services for travel more than 250 miles from the nearest dispatch location. FreeWire and Buyer will cooperate with regard to any such expenses prior to the first such relevant field service trip.

5. Reporting.

During the Warranty Period, FreeWire may provide Buyer with access to FreeWire's digital reporting platform (the "Reporting Platform") which provides information about Equipment performance. FreeWire disclaims all warranties pertaining to the Reporting Platform not otherwise expressly made, including those relating to uptime, suitability, that it will meet or satisfy Buyer's requirements, merchantability or fitness for a particular purpose. FreeWire may modify, update or otherwise alter the Reporting Platform within its sole discretion. Paid features of the Reporting Platform and ongoing paid service after expiration of the Warranty Period may be made available to Buyer under separate terms and conditions.

6. Cellular Connectivity.

During the Warranty Period, FreeWire will provide, pay for and administrate the account, provided by a provider of cellular connectivity services, such as Sierra Wireless (a "Cellular Provider"), associated with the Equipment's cellular connectivity. FreeWire has no responsibility for or liability to Buyer for any malfunction or downtime of any cellular account, nor for any performance failures or downtimes of the Equipment or the Reporting Platform associated therewith. Subsequent to the Warranty Period, Buyer shall be fully responsible for the procurement of all licensing and accounts associated with the provision of a cellular connection from a Cellular Provider.

7. Extended Warranty.

Buyer may purchase an extended warranty (an "Extended Warranty") for the Equipment which will extend the Warranty Period for either one or two additional years under the System Warranty and the Battery Warranty. The Extended Warranty does not make any warranty or guarantee regarding the Equipment's energy retention beyond the number of cycles specified in the above Battery Warranty. The Extended Warranty requires Buyer to purchase and maintain an active software subscription with FreeWire for each additional year of the Extended Warranty. Pricing for the Extended Warranty will be provided to Buyer upon request.

8. Conditions and Limitations.

As a condition to this Warranty, FreeWire requires that Equipment have continuous cellular or ethernet connectivity during the course of this Warranty to ensure that all updates have been installed. Without cellular connection and updates, FreeWire is unable to properly execute on the Warranty. If, at any time during the Warranty Period, the Equipment loses connectivity for more than seven consecutive days, FreeWire's obligations under the Battery Warranty, System Warranty and/or Extended Warranty will be suspended until connectivity is restored. Any such suspension does not extend the term of any Warranty. FreeWire will make commercially reasonable efforts to provide Buyer with prior notice of any such suspension.

FreeWire has no obligations under this Warranty except as set forth in Section 1 hereof. Accordingly, FreeWire has no obligation under this Warranty, without limitation:

- (a) for damage to Equipment resulting from any violation of any documentation or instructions provided by FreeWire to Buyer in connection with the Equipment, including installation manuals, operating manuals and service materials;
- (b) for damage to Equipment resulting from any modification or alteration of the Equipment without FreeWire's express consent;
- (c) for damage to Equipment resulting from any third party or intervening cause, including, without limitation caused by any hardware, firmware, software or other equipment not provided by FreeWire;
- (d) for damage to Equipment caused by any relevant electric vehicle, power or environmental conditions on site or any EVSP network or any third-party charging adapter or converter;
- (e) for damage to Equipment caused by or the actions or omissions of any personnel of Buyer or any third party;
- (f) for Equipment that has been misused, neglected, tampered with, altered or otherwise damaged, either internally or externally (including with regard to physical, hardware, firmware and software components);
- (g) for Equipment that has been improperly transported, handled, installed, operated, used or repaired, including used under conditions for which Equipment was not designed, used in an unsuitable environment or used in violation of applicable laws, rules or regulations;
- (h) for Equipment that has been subjected to fire, water, generalized corrosion, biological infestations, acts of nature or input voltage that creates operating conditions beyond the maximum or minimum limits listed in Equipment specifications, including high input voltage from generators or lightning strikes;
- (i) for Equipment that has been submerged in water or any other fluid, or otherwise exposed to flooding;
- (j) for Equipment that has been subjected to incidental or consequential damage caused by defects of third-party components not supplied by FreeWire;
- (k) if the original identification markings (including serial number) of Equipment have been intentionally defaced, altered or removed by Buyer or its agents;
- (l) for normal wear and tear or deterioration, or cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit or function of Equipment;
- (m) noise or vibrations that are not excessive or uncharacteristic and which do not impact Equipment's performance;
- (n) damage that occurs during shipping or transportation after Equipment is sold to an authorized reseller (to the extent applicable);
- (o) damage or deterioration that occurs after the expiration or voiding of the applicable Warranty Period or that is reported more than 15 days after the expiration or voiding of such period;
- (p) theft or vandalism of Equipment or any of its components;
- (q) for Equipment where Buyer makes any further use of Equipment after receiving notice of a breach of Warranty;
- (r) for any defects caused by Buyer's failure to follow FreeWire's oral or written instructions, including as set forth in any installation guide or user manual, as to the storage, installation, commissioning, use or maintenance of the Equipment, including the installation of any updates thereto; and/or
- (s) if Buyer alters, adjusts, removes any element of product enclosure or attachment mechanism or repairs such Equipment without FreeWire's prior written consent, or modifies or otherwise alters any software or firmware running on (or otherwise powering) the Equipment without FreeWire's prior written consent.



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Equipment is not intended for use as a primary or backup power source for life-support systems, medical equipment or any other use where product failure could lead to injury to persons or loss of life or catastrophic property damage. FreeWire disclaims any and all liability arising from any such use of Equipment. Further, FreeWire reserves the right to refuse to service any Equipment used for these purposes and disclaims any and all liability arising from FreeWire's service or refusal to service Equipment in such circumstances.