



ELECTRIC VEHICLE SERVICE EQUIPMENT HARDWARE PURCHASE TERMS & CONDITIONS

RECITALS

OpConnect sells electric vehicle service equipment consisting of charging stations and related software (Software) and communications networks (OpConnect Network). Each charging station and its related software and communications devices is referred to as an “EVSE Unit.”

AGREEMENT

Description of Equipment.

Each EVSE Unit includes a charging station pedestal, wall-mounting or pole-mounting assembly, and an enclosure assembly that is attached to the pedestal, wall-mount or pole mount assembly.

Each EVSE Unit will be accessed by electric vehicle drivers for the purpose of charging their electric vehicles.

Installation Site(s). Site Host agrees that they, or their contractors, or OpConnect or its contractors will perform the necessary electrical and other contracting services, including obtaining required permits and inspections required for the purpose of completing the installation of the EVSE Units at one or more Installation Sites as determined by the Site Host. If installation costs are included in the quotation for EVSE Units, Site Host agrees to provide OpConnect or its contractors access to Installation Sites during normal business hours to complete the installation of EVSE Units.

Warranty. This limited product warranty applies to customers who have purchased the EVSE Units from OpConnect or one of its authorized distributors or installers.

OpConnect warrants the EVSE Units, for a period defined in the documentation accompanying the EVSE Unit delivery from the date of delivery, to be free from material and workmanship defects. This warranty is limited to replacement or repair, at OpConnect’s option, of defective units, provided that OpConnect will not be responsible for the cost of any labor associated with the repair or replacement of any defective EVSE Units. OpConnect will also pay for shipping charges for defective EVSE Units to be returned to OpConnect or replacement parts to repair defective EVSE Units. Any replacement for a defective EVSE Unit will be furnished warranted for the remainder of the original EVSE Unit’s warranty period, or 90 days from the date of delivery of the replacement EVSE Unit, whichever is greater. This warranty will be voided by damage or excessive wear to the EVSE Units caused by misuse, abuse, vandalism, improper storage, unauthorized modification or repair, utility surges, force majeure (weather storms, acts of God, other acts of nature, riot, acts of war or acts of terrorism).

EVSE Units requiring warranty service must be returned to OpConnect for warranty service unless you purchased the optional Maintenance Service Agreement for your EVSE Units, which provides for onsite labor to correct warranty issues. To receive warranty service, please call OpConnect technical support at the phone number listed on the EVSE Units to request a return to manufacturing authorization (RMA) number.

Optional On-Site Warranty: If you purchased the optional Maintenance Service Agreement and your EVSE Units requires warranty service, OpConnect will authorize an appropriate party to inspect the EVSE Units and, if covered by warranty, will repair the unit on-site or, at its sole discretion, uninstall and deliver it to a designated service center at no cost to you. If the EVSE Units were uninstalled by OpConnect, OpConnect will also arrange for the redelivery and reinstallation of a properly functioning EVSE Units. To receive warranty service, please call

OpConnect technical support at the phone number listed on the EVSE Units.

All out-of-warranty repairs for EVSE Units performed by OpConnect or Contractor will be performed on a time and materials basis as defined in the Maintenance Service Agreement. If you do not purchase the Maintenance Service Agreement, you will be responsible for time and material, including travel time to your location, to diagnose issues, in addition to the cost to correct issues. OpConnect will provide you with a quotation for each repair prior to the commencement of any such work to correct issues, and all costs not covered by warranty will be your responsibility.

EXCEPT AS EXPRESSLY STATED HEREIN, THE EVSE UNITS ARE PROVIDED "AS IS." OPCONNECT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF A PARTICULAR PURPOSE AND NONINFRINGEMENT. OPCONNECT MAKES NO WARRANTY THAT THE EVSE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE EVSE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

Installation Terms and Conditions. The following Terms and Conditions apply to you if OpConnect or one of its authorized distributors or installers is installing the EVSE Units you purchased from OpConnect.

1. Installation work to be performed during normal working hours M-F 7A – 3:30P.
2. Engineering, design and other permit and bond costs excluded
3. Survey, stake-out, clearing and/or grubbing is excluded
4. Excavation, backfill & compaction are excluded
5. Bollards and/or foundations are excluded
6. Restoration of any landscaping, grassing or stone work is excluded
7. Painting, parking space striping is excluded
8. Barricades and traffic control are excluded
9. Any cleanup and/or labor for cleaning beyond standard daily housekeeping of installers work is excluded
10. Archaeological monitoring is excluded
11. Inflection control barriers, construction barriers and dust barriers are excluded.

Financial Terms and Conditions.

1. This proposal is valid for 45 days.
2. The information in this quote is confidential and may be legally privileged. It is intended solely for the addressee. Access to this quote by anyone else is unauthorized.
3. A non-cancellable purchase order shall be issued for the purchase of equipment
4. Applicable sales taxes will be invoiced unless valid tax except documentation is provided
5. Equipment will be shipped to the property FOB delivery point
6. Payment terms are 50% deposit, balance due upon shipment.
7. Acceptable payment methods are check or wire transfer (banking information provided upon request for wire transfers)
8. Chargers will be operated on the OpConnect network.