

Limited Warranty for Loop EVSE

1. **Definitions.**

- a. **“Charger”** means a device with one or more Charging Ports and Connectors for charging EVs.
- b. **“Charging Port”** means a charging port on each unit of EVSE that supplies charging power to an EV.
- c. **“Connector”** means a device that attaches an EV to a Charging Port in order to transfer electricity.
- d. **“EV”** means electric motor vehicle that is either partially or fully powered on electric power received from an external power source.
- e. **“EVSE”** means either the Loop EVSE or such other EV Charger, including electric vehicle charging station(s), transformer upgrade, service wire, conduit and other secondary materials installed at your property (the **“Site”**), in each case which is intended by the parties to use the Loop Network.
- f. **“Loop EVSE”** means Loop’s level 2 or level 3 DC fast Chargers purchased by you from a Loop authorized reseller or distributor of such equipment.
- g. **“Loop Network”** means Loop’s proprietary EV Charger management software network and mobile application for controlling access to and operation of the EVSE.

2. **Warranty Limitations.** This Limited Warranty for Loop EVSE (this **“Limited Warranty”**) sets forth a limited warranty solely for the Loop EVSE that is purchased in new condition by you from an authorized Loop reseller or distributor. For clarity, this Limited Warranty will not apply to any third party EVSE, even if used in connection with the Loop Network. Furthermore, this Limited Warranty only applies to you if you are located in the United States and Canada.

3. **Limited Three-Year Parts Exchange Warranty.** Subject to the exclusions from warranty coverage set forth in this Limited Warranty, Loop warrants to you that, when used under normal operating conditions, the Loop EVSE will be free from any defects in materials or workmanship for a period of three (3) years from the date of original purchase if such Loop EVSE is a level 2 charging station, or two (2) years from the date of original purchase if such Loop EVSE is a DC fast charging stations (each, as applicable, the **“Warranty Period”**). You have the option to purchase extended warranties prior to EVSE installation from a Loop authorized distributor or reseller, in which case the Limited Warranty will include any additional period covered under the extended warranty purchased by you. If, during the applicable Warranty Period, the Loop EVSE becomes defective in breach of the Limited Warranty, Loop will, upon written notice of the defect received during the Warranty Period in accordance with Section 4, either repair or replace, at Loop’s election, the Loop EVSE. The Limited Warranty covers both parts and factory labor necessary to repair the Loop EVSE, but does not include any on-site labor costs related to un-installing, shipping or reinstalling the repaired or replacement Loop EVSE. The Limited Warranty only applies to you as the original purchaser who purchased the Loop EVSE from a Loop authorized distributor or reseller solely for use by you. After expiration of the applicable Warranty Period, you are solely responsible at your sole cost for any repair or maintenance relating to the Loop EVSE. Furthermore, if you accept funding either directly or indirectly from National Electric Vehicle Infrastructure Formula Program (**“NEVI”**) and connects the Loop Network to Loop EVSE after expiration of the applicable Warranty Period for such Loop EVSE, then you shall be solely responsible for ensuring that such out of warranty Loop EVSE complies with NEVI standards and requirements.

4. **Warranty Claims Process.** If at any time during the applicable Warranty Period, you believe that you have a defective Loop EVSE, you may contact Loop customer service at 1.888.385.6671 or support@loopglobal.com and request a Return Material Authorization (**“RMA”**) number from Loop. In connection with such RMA request, you will be asked for each of the following:

- a. A detailed description of the problems you are experiencing with the Loop EVSE;
- b. The model number and serial number of the Loop EVSE;
- c. Proof of purchase; and
- d. Shipping information.

If Loop determines that the defective Loop EVSE is covered by the Limited Warranty and the Limited Warranty for such Loop EVSE is still in effect, you will be provided a RMA number to reference when returning the defective Loop EVSE for repair or replacement. You will ship the defective Loop EVSE to Loop and reference the RMA number in the shipping documentation. The Loop EVSE must be returned in its original shipping container or in another shipping container designed to prevent damage to the Loop EVSE. If your Loop EVSE is covered by the Limited Warranty, Loop will either repair or replace the defective Loop EVSE at no charge to you and ship the repaired or replaced Loop EVSE back to you at Loop's expense.

5. **Your Responsibilities.** You are responsible for the proper installation and maintenance of the Loop EVSE including the un-installing of any defective Loop EVSE, shipping and the installation of the repaired or replacement Loop EVSE returned to you. Any service or repairs beyond the scope of the Limited Warranty will be performed upon your approval at Loop's then prevailing labor rates and other applicable charges. Any Loop EVSE that is found by Loop to be out of the Limited Warranty or otherwise ineligible for the Limited Warranty service will be returned, repaired or replaced upon your approval at Loop's standard charges at your expense.
6. **Replacement.** You acknowledges that replacement parts or replacement Loop EVSE provided by Loop under the Limited Warranty may be remanufactured or reconditioned parts or remanufactured or reconditioned Loop EVSE or, if the exact Loop EVSE is no longer manufactured by Loop, a Loop EVSE with substantially similar functionality ("Replacement Products"). Loop will retain and own all defective Loop EVSE or defective parts sent to Loop for replacement and for which Loop provides a Replacement Product. Any Replacement Products so furnished will be warranted under the Limited Warranty for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Product, whichever is later.
7. **Exclusions from Limited Warranty.** The Limited Warranty shall not apply to defects or service repairs resulting from the following:
 - a. Improper Site preparation or maintenance;
 - b. Improper Loop EVSE installation, or cosmetic damage such as scratches and dents, or normal aging.
 - c. Improper maintenance of Loop EVSE accessories, including charging cables, (including but not limited to not replacing such Loop EVSE accessories when recommended or improper installation of the Loop EVSE accessories);
 - d. Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Loop EVSE in a way other than as specified in the applicable Loop documentation.
 - e. Damage to the Loop EVSE caused by software, interfacing, parts, supplies or any other product or accessories, including charging cables not supplied by Loop.
 - f. Damage as a result of extreme power surge, extreme electromagnetic field or any force majeure event.

Further, the Limited Warranty shall not apply if the original identification markings on the Loop EVSE (for example, serial numbers and trademarks) have been defaced, altered or removed or if the Loop EVSE is used or installed for any purpose other than its intended purpose.

8. **Exclusive Remedies.** The remedies in the Limited Warranty are your sole and exclusive remedies, and Loop's sole and exclusive liability, with respect to any defects or other issues relating to the Loop EVSE.