

TOMMATECH

Limited Warranty Terms for TOMMATECH UNO, TRIO EV Charging Devices, TOMMATECH LYKIA AC Vehicle Charging Devices, TOMMATECH DC Vehicle Charging Devices, and TOMMATECH EV Charging Cable

This warranty policy regulates the warranty conditions, as well as the replacement and repair procedures, applicable to TommaTech Uno, Trio EV Charging Devices, TommaTech DC Vehicle Charging Devices, TommaTech Likya AC Vehicle Charging Devices, and TommaTech EV Charging Cable (hereinafter referred to as the "Products") ("Warranty Terms"). TommaTech GmbH, at its sole discretion, is not obligated to repair or replace any product if it determines that the damage/fault in the product does not comply with these warranty terms. TommaTech GmbH reserves the right to amend these warranty terms in accordance with commercial and technological developments. If TommaTech GmbH has issued a specific warranty document for a particular country or region, the warranty terms issued for that country or region shall apply to products sold there.

1. Warranty Claims

This Warranty Policy applies only to TommaTech Uno, Trio EV Charging Devices, TommaTech Likya AC Vehicle Charging Devices, TommaTech DC Vehicle Charging Devices, TommaTech EV Charging Cable, and accessories directly produced and supplied by TommaTech (such as TommaTech CTs or TommaTech Smart Meters). Repair or replacement services are valid only for defects and malfunctions covered under the warranty terms and only for products within their warranty periods.

The warranty period for the products begins on the date of delivery to the first purchaser. The delivery date, in cases where TommaTech is not responsible for shipping, is the date when the full payment for the product has been made and the customer has received the product from TommaTech or an authorized distributor. This Warranty Policy applies to original TommaTech products installed at the initial installation site. This warranty document is valid only for original products installed by persons authorized in writing by TommaTech GmbH. This warranty policy will be void if the products are sold through unauthorized sales channels and/or as second-hand items. End consumers who purchase TommaTech brand inverters from sellers other than TommaTech GmbH must first contact the seller from whom they purchased the product for warranty claims.

TommaTech Uno, Trio EV Charging Devices, TommaTech DC Vehicle Charging Devices, TommaTech Likya AC Vehicle Charging Devices

The standard warranty period for TommaTech brand TommaTech Uno, Trio EV Charging Devices, TommaTech DC Vehicle Charging Devices, and TommaTech Likya AC Vehicle Charging Devices is 2 years from the delivery date. The warranty holder is the original and primary owner who installed the TommaTech products, and this warranty cannot be transferred to third parties, even by transferring ownership of the product. Consumers wishing to make a claim under this Warranty Policy must comply with the procedures and requirements stated herein. TommaTech, at its sole discretion, may refuse to repair or replace any product that is not returned in accordance with the terms and conditions.

TommaTech EV Charging Cable

The warranty period for the delivered Goods is determined according to the table below:

Part No.	Description of Goods	Warranty period
V1-32T	Type 2 to Type 2 European EV charging cable set, 22KW, three-phase 32A, 5M length, white, EVCTT-TF-CBL-TIP2, OEM Manufactured for the TommaTech brand	2 years from the date the goods are delivered to the buyer.

2. Limited Warranty

Except for issues and defects arising from the manufacturing of the products, no problems, damages, or malfunctions, including but not limited to the reasons listed below, are covered under this warranty. In the event of the situations specified below, TommaTech reserves the right, at its sole discretion, not to carry out the replacement and/or repair of the product.

1. Including but not limited to, issues, defects, and malfunctions caused by external factors such as power outages, power surges, lightning, explosions, fires, floods, earthquakes, typhoons, hurricanes, tornadoes, volcanic eruptions, tsunamis, lightning strikes to the products or accessories or their surroundings; damage caused by snow and salt; weather and natural phenomena; natural disasters; acid rain; smoke; air pollution or other contaminants; dirt or dust on the products and accessories; intentional or negligent damage or actions by users or third parties; negligent or intentional accidents; force majeure; and other unpredictable circumstances,
2. Issues, defects, and malfunctions occurring outside the control of TommaTech GmbH,
3. Faulty or improper use of the product, user errors,
4. Defects, issues, and malfunctions caused by using the product outside of its design or intended purposes,
5. Improper, incorrect, or unauthorized installation, commissioning, maintenance, operation, or modifications,
6. Damage to the product caused by animals, rodents, or insects,
7. Issues, defects, and malfunctions caused by removal of products or accessories and/or their mechanisms, utilities, parts, or equipment,
8. Insufficient ventilation and circulation leading to reduced cooling and natural airflow,
9. Installation in a corrosive environment,
10. Damage occurring during the transportation or handling of the products,
11. Bodily (death, injury, etc.) or material damage to living or non-living beings,
12. Failure of the product's display for reasons not related to manufacturing,
13. Using the products for purposes other than charging an electric vehicle,
14. Failure to perform maintenance of equipment in a timely and proper manner,
15. Intervention, disassembly, reinstallation, replacement, maintenance, processing, or modification of the product or its components by persons other than TommaTech GmbH or its authorized agents,
16. Any cracking, breaking, or damage to the products due to external impacts or influences,
17. Alteration, removal, or illegibility of the product's model, type, label, or serial number,
18. Use of the products in violation of intellectual property rights such as patents, utility models, trademarks, copyrights, design rights, etc., belonging to TommaTech GmbH or third parties,
19. Errors, issues, and malfunctions arising from the installation, commissioning, and application of these products or other products, materials, and accessories mentioned in these warranty conditions,
20. Problems, defects, and malfunctions arising from other products and materials,
21. Issues, defects, and malfunctions caused by the use of products and accessories on moving units including but not limited to vehicles, ships, etc.,

22. Expiration of the product's warranty period,
23. Failure to return replaced or substituted products to TommaTech GmbH or its cooperating distributors within 15 (fifteen) days after TommaTech GmbH's relevant request,
24. Issues, defects, and malfunctions caused by improper transportation and storage conditions of the product,
25. Issues, defects, and malfunctions caused by improper location and installation area that is not suitable for the characteristics of the products and accessories,
26. Issues, defects, and malfunctions in the products and the systems where the products are used due to the electrical infrastructure of the installation site,
27. Issues, defects, and malfunctions caused by installation and application not complying with product instructions, user manuals, safety rules, and labels on the products,
28. Alteration, removal, or illegibility of the product's model, type, label, or serial number,
29. Moving the product from its original installation site to another location,
30. Failure to notify TommaTech GmbH immediately after the occurrence of the product's malfunction,
31. Errors or defects caused by third-party embedded or external software or hardware (e.g., devices controlling inverters or devices controlling the charging or discharging of batteries) without TommaTech GmbH's written permission,
32. Modification, tampering, or alteration of the product,
33. Normal and reasonable wear and tear,
34. Taxes, import/export fees or costs, and other general administrative expenses.

TommaTech's liability under this warranty shall be limited to replacement and/or repair. Furthermore, TommaTech's total liability under these warranty terms shall not exceed the purchase price of the product claimed to be defective under the warranty.

This warranty policy does not cover materials or equipment not manufactured by TommaTech GmbH, nor any defects or malfunctions that may occur in such materials and equipment for any reason. This Warranty Policy does not cover claims or demands related to products with cosmetic or superficial defects, dents, marks, or scratches that do not affect the proper functioning of the product.

This warranty applies to TommaTech Uno, Trio EV Charging Devices, TommaTech DC Vehicle Charging Devices, TommaTech Likya AC Vehicle Charging Devices, and accessories directly manufactured and supplied by TommaTech (such as TommaTech CTs or TommaTech Smart Meters). Claims exceeding these warranty terms are not covered under the warranty. Additionally, all external and auxiliary parts and units installed on the products by third parties are excluded from the warranty coverage.

Products found to be defective due to a manufacturing fault by TommaTech and still within the warranty period are subject to the terms and conditions of this warranty. TommaTech may, at its sole discretion, repair the product or replace it with a new or refurbished product. The remaining warranty period will also apply to refurbished or repaired products. Refurbished or repaired products do not reset, restart, or extend the warranty period. A new warranty period does not begin for a refurbished product. TommaTech GmbH accepts no liability under this warranty policy (or any other warranty condition or assurance) if the total payment for the products is not made by the due date.

Replacement or repair of products or their components under warranty does not extend the existing warranty period. No replacement warranty period is provided for repaired or replaced products or components. The warranty period of a product or component replaced or repaired under warranty will be equal to the remaining warranty period of the original product after replacement or repair.

For products that are out of warranty or whose warranty period has expired, TommaTech GmbH may charge additional fees, including but not limited to technical service fees, spare parts fees, material costs, labor costs,

and shipping fees. To better analyse and troubleshoot warranty claims, it is recommended that users register their products online in the TommaTech Portal system. Otherwise, users will need to provide detailed information in the TommaTech RMA form for warranty claims.

- **On-site service fee:** Travel costs and time required for technicians to provide on-site service, as well as labour costs needed for the technician to install, inspect, repair, test, and maintain the products.
- **Material cost:** The cost of procuring and/or replacing products, parts, components, or other related materials.
- **Shipping cost:** Delivery expenses including the cost of sending the product from the user to TommaTech GmbH and/or sending the repaired/replaced product from TommaTech GmbH back to the user.

3. Repair and Replacement Service

For requests to repair or replace any product eligible for repair or replacement within the warranty period under these warranty terms, it is mandatory to submit the following items to TommaTech GmbH:

1. Product and fault data such as the product model, serial number, error code, and error description,
2. Description of the malfunction, including informative photos,
3. Copy of the original purchase invoice and payment receipts,
4. Valid warranty certificate,
5. Documents related to previous claims/replacements (if any),
6. Other supporting documents that may be requested by TommaTech GmbH.

TommaTech GmbH reserves the right to reject replacement or repair requests if the above-mentioned information and documents are not provided. For warranty claims, the product must first be reported immediately to the local dealer from whom it was purchased or the contractor who performed the installation. If necessary, the relevant dealer or contractor will contact TommaTech Technical Service. If the claimant does not receive a response or service from the dealer or contractor regarding the warranty claim, or is not satisfied with their service, they may contact the TommaTech Technical Service Unit (support@TommaTech.de) to report their warranty claims.

Furthermore, consideration of customer claims is conditional upon the customer immediately inspecting the products upon receipt or as soon as a fault occurs, and complying with their legal obligations to report any defects.

After the complete submission of the necessary information and documents listed in Section 3 to TommaTech GmbH, and after attempts to resolve the issue with the customer's support if needed, TommaTech GmbH will assign a unique case number to the contractor who performed the installation or to the customer. This case number will be used as a reference in all communications related to warranty claims.

Customers must send the product claimed to be defective to TommaTech GmbH packaged in its original packaging in a manner that prevents damage during shipping. Upon receipt and completion of the inspection of the product as specified, if TommaTech GmbH determines that the claimed defect is covered under the warranty, depending on the nature of the defect, TommaTech GmbH may, at its sole discretion:

- Correct the defect by updating the product's software or changing configurations,
- Repair the product covered under warranty,
- Provide an equivalent replacement (repaired, refurbished, or an upgraded model with at least equivalent functions) or a new device.

TommaTech GmbH may ensure that warranty services are provided by its designated technical service partners. Any express or implied warranties, obligations, or liabilities beyond or contrary to the limited warranty conditions stated in this warranty document shall not be binding on TommaTech GmbH unless expressly accepted in writing by TommaTech GmbH, and TommaTech GmbH shall bear no responsibility in this regard. Regardless of the source, cause, or manner of occurrence of damage, defect, or malfunction, TommaTech GmbH

shall under no circumstances be liable for indirect, incidental, or specific damages or losses such as lost profits, production loss, loss of revenue, or loss of opportunity. TommaTech GmbH's total liability for any damage covered under the warranty shall never exceed the invoiced value of the product(s) subject to the claim/dispute issued by TommaTech GmbH.

If the conditions, situations, products, or materials described in this warranty document are also insured by the customer and/or dealer, no claim may be made against the dealer/manufacturer under this warranty until a claim is made to the relevant insurance company and the outcome is obtained. No additional rights or claims may be made against the dealer/manufacturer for the part covered by insurance, and duplicate claims cannot be requested.

The customer must verify the suitability of the products for their intended use and manner of use before purchasing. Since individual applications can vary greatly, TommaTech GmbH makes no representation or warranty regarding the suitability of these products for any specific application or purpose.

5. Liability of the Contractor or Seller

Contractors who install TommaTech Uno, Trio, TommaTech DC Vehicle Charging Devices, and TommaTech Likya AC Vehicle Charging Devices, or sellers who sell these products, are required to directly contact the TommaTech GmbH Technical Service Centre for warranty-covered issues. They must cooperate with TommaTech GmbH to resolve the malfunction or error messages remotely or via PC connections in order to carry out the warranty service processes.

6. Inspection and Technical Service Fees for TommaTech Uno, Trio EV Chargers, TommaTech DC Vehicle Chargers, TommaTech Likya AC Vehicle Chargers, and TommaTech EV Charging Cables Not Covered by Warranty or Found Not to be Defective

If TommaTech GmbH determines that a product claimed to be faulty under warranty is either not covered by the warranty or not defective, TommaTech GmbH reserves the right to charge the customer an inspection and technical service fee for each product, as well as additional shipping and packaging costs.