

FLO HOME™ LIMITED WARRANTY

TERMS AND CONDITIONS

This limited warranty (the “**Warranty**”) is provided by FLO Services USA Inc. dba FLO Charging Solutions USA Inc. in California, with a mailing address at 2800 Rue Louis-Lumière, Suite 100, Québec (Québec) G1P 0A4 Canada (“**FLO**”).

- 1) **Products.** The products covered by this warranty are the FLO Home™ X3, the FLO Home™ X6, and the FLO Home™ X8 (the “**Products**”).
- 2) **Limited Warranty.** Subject to the terms and conditions of this Warranty, including the warranty exclusions and disclaimers set forth below, the Products are warranted (i) to be free of any claim of ownership by third parties, (ii) to be free from defects in material and workmanship, and (iii) to function in accordance with FLO’s technical specifications, including the installation guide and any technical specifications provided at the time of purchase and any service communications (the “**Product Specifications**”). This Warranty only applies to the purchaser named in the original purchase invoice (the “**Purchaser**”) whether the Product is sold by FLO or by a third party authorized by FLO, including a distributor, value-added reseller, retailer, utility, or car dealership (“**Authorized Reseller**”). For clarity, if a Product is sold by an Authorized Reseller, the Purchaser is the purchaser named in the Authorized Reseller’s invoice; it is not the Authorized Reseller. The Warranty may not be transferred and shall only apply to a Purchaser located in the United States.
- 3) **Warranty Period.** If the Product is used for residential use only, this Warranty is valid with respect to FLO Home® X3 for a period of three (3) years from date of original purchase by the Purchaser, and with respect to FLO Home® X6 and FLO Home® X8 for a period of three (5) years from date of original purchase by the Purchaser. If the Product is used for non-residential use, this Warranty is valid with respect to FLO Home® X3, FLO Home® X6, and FLO Home® X8 for a period of one (1) year from the date of original purchase by the Purchaser (each, the “**Warranty Period**”). NO WARRANTIES SHALL APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD. For the purposes of this Warranty, “residential use” means use of the Product exclusively at a dwelling.
- 4) **Limited Remedies.** If the Purchaser makes a warranty claim in accordance with the procedure set out in Section 5), FLO may require the Purchaser to return the Product or may perform an on-site intervention, at FLO’s sole discretion. If FLO determines after inspection that a Product is defective, 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.** FLO may repair the Product at its cost. All repaired Products, including any parts replaced in connection with a Product repair, are warranted only for the remainder of the Warranty Period, prolonged only by the period during which the Product was being repaired. Products may be repaired from remanufactured or reconditioned parts that offer substantially similar functionality. All used parts that are replaced in connection with a Product repair shall become FLO’s sole and exclusive property.
 - b) **Replacement.** FLO may replace the Product at its cost. All replaced Products are warranted only for the remainder of the Warranty Period, prolonged only by the period during which the Product was being replaced. All Products replaced in connection with Product replacement shall become FLO’s sole and exclusive property.
 - c) **Reimbursement.** FLO may reimburse the Purchaser for the purchase price of the Product. Purchaser is responsible for providing proof of the purchase price, failing which FLO may determine the purchase price based on the Product’s Manufacturer’s Suggested Retail Price. FLO may request the return, at FLO’s cost, of any Product for which FLO issues a reimbursement.
- 5) **Warranty Claim Procedure.** All claim under this Warranty must be made during the Warranty Period by requesting a Return Material Authorization (“**RMA**”) number via FLO Customer Service at service@flo.com. As part of the RMA process, the Purchaser may be asked to provide information regarding the Product such as its condition, its model/serial number, and the Purchaser’s proof of purchase. If FLO requires the Product to be returned to FLO, FLO will provide the Purchaser a shipping label that will cover shipping costs within the United States and, if the Product is eligible for Warranty coverage, FLO shall be responsible for costs related to returning the Product to the Purchaser’s address designated in its RMA, so long as the address is in the United States. FLO will not cover costs associated with shipping the Product to FLO from outside the United States and will charge additional fees for returning the Product to Purchaser at an address outside the United States. Customer service contact information is available at www.flo.com. Any Product determined by FLO to be ineligible for service under this Warranty will be returned unrepairs, returned repairs, or replaced at the cost and discretion of the Purchaser. In addition, where FLO performed an on-site intervention and the Product is ineligible for service under this Warranty, FLO reserves the right to charge the Purchaser for all travel time to the Purchaser’s site. Prior to any on-site intervention, FLO will provide the Purchaser a quote for any travel costs that would apply in the circumstances described above, and the Purchaser’s acceptance thereof will be a condition to FLO performing the on-site inspection.
- 6) **Exclusion of Warranty.** This Warranty does not apply to (a) a Product that has been installed or removed by any person other than a licensed electrician in the location in which such installation or removal occurs (“**Licensed Electrician**”); (b) to a Product that has been altered, disassembled or repaired using any parts other than original FLO parts or by any person other than an authorized service provider of FLO unless FLO has authorized in writing that such alteration, disassembly or repair may be carried out by a Licensed Electrician in lieu of an authorized service provider; or (c) where the original Product identification (e.g. serial number, logos, copyright notices and trademarks) has been removed, altered or degraded. Without limiting the foregoing, the Warranty also does not apply to a Product damaged by: (i) improper site preparation, maintenance (including, without limitation, damage resulting from the use of abrasive tools or maintenance products) or installation, neglect, abuse, vandalism or improper use (including, without limitation, 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) acts of God, accidents (including, without limitation, damage caused by a vehicle), fire or exposure to any other hazard (including, without limitation, extreme power surge, extreme electromagnetic field or any acts of nature such as earthquakes, tornados, floods, vermin, biological infestations, snow, or lightning); (iv) exposure to conditions or inputs or operation of the Product outside the tolerances specified in the Product Specifications; or (v) any other reason beyond FLO’s control (including, without limitation, damage resulting from the use of charging adapters not manufactured by an automotive OEM).
- 7) **Spare Parts Replaced Out of Warranty.** All spare parts replaced by FLO when the Product is out of Warranty (or coverage under the Warranty is unavailable for some other reason) are warranted (i) to be free of any claim of ownership by third parties and (ii) to be free from defects in material and workmanship, for a period of ninety (90) days. The warranty for such spare parts is subject to the same terms and conditions as the Warranty, including all warranty exclusions and disclaimers.
- 8) **DISCLAIMERS.** EXCEPT AS SET OUT IN THIS WARRANTY, FLO DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES AND

This Warranty does not include: (a) any costs related to the removal or reinstallation of any Product in connection with a repair, replacement, or reimbursement, or (b) certain shipping and travel costs described in Section 5).

CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED IN SECTION 3. NO WARRANTIES APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD. FLO DOES NOT WARRANT THAT THE PRODUCTS OR RELATED SERVICES WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

- 9) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLO OR ANY OF ITS AFFILIATES BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY 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; OR LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR PROPERTY, SUCH AS AN AUTOMOBILE. IN NO EVENT SHALL FLO'S AGGREGATE LIABILITY TO THE PURCHASER OR ANY THIRD PARTY FOR 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 WITH RESPECT TO DEFECTIVE OR NON-CONFORMING PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PURCHASER. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS AND THE PURCHASER MAY ALSO HAVE OTHER LEGAL/STATUTORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THESE LIMITATIONS OR EXCLUSIONS OF LIABILITY MAY NOT AFFECT SUCH OTHER LEGAL/STATUTORY RIGHTS.
- 10) **Choice of Law.** This Warranty is governed by and construed under the laws of the State of New York, without reference to its conflict of laws provisions that would require the application of the laws of another jurisdiction.
- 11) **Arbitration, Waiver of Jury Trial, and Class Action Waiver.** Any controversy or claim arising out of or relating to this Warranty that is not resolved by negotiation, including with respect to the validity, existence

or the breach hereof, shall be determined exclusively by final and binding confidential arbitration, using the English language, administered by the International Centre for Dispute Resolution in New York, New York accordance with its International Arbitration Rules. The number of arbitrators will be one. Except as may be required by law, neither party nor its representatives may disclose the existence, content or results of any arbitration related to this Warranty, including the content of any documents exchanged within the arbitration proceedings, without the prior written consent of the other party. To start an arbitration, please complete the form available on the International Centre for Dispute Resolution website: <https://www.icdr.org/>. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for individual injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PURCHASER AGREES THAT ALL CLAIMS WILL BE BROUGHT ON AN INDIVIDUAL BASIS, THE PURCHASER WAIVES ANY RIGHT IT MAY HAVE TO START OR PARTICIPATE IN ANY CLASS ACTION AGAINST FLO AND THE PURCHASER AGREES TO OPT OUT OF ANY CLASS PROCEEDING AGAINST FLO. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION **EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.** SOME JURISDICTIONS DO NOT ALLOW TERMS THAT SUBMIT DISPUTES TO MANDATORY ARBITRATION OR LIMIT CONSUMER RIGHTS TO COMMENCE OR PARTICIPATE IN A CLASS PROCEEDING, SO THE ABOVE TERMS THAT PURPORT TO DO SO MAY NOT APPLY TO THE PURCHASER. If this arbitration clause is found to be unenforceable by a court of competent jurisdiction, then a competent court in the State of New York will have exclusive jurisdiction to settle any controversy or claim arising out of or relating to this Warranty that is not resolved by negotiation, and for such purposes the parties irrevocably submit to the jurisdiction of such venue and waive any right they may have to object to such venue or to assert the doctrine of forum non-conveniens.

- 12) **Miscellaneous.** No Product reseller, agent or employee is authorized to make any modification, extension or addition to this Warranty. However, FLO reserves the right to modify the terms of this Warranty from time to time in its sole discretion and FLO will publish the Warranty in its last updated version on www.flo.com. The Warranty applicable to the Product is the version of the Warranty that was effective on the date of purchase, as determined by the effective date indicated in the footer of the Warranty and the purchase date indicated in an acceptable proof of purchase. If any term of the Warranty is held to be illegal or unenforceable, the remaining terms shall not be affected or impaired. FLO reserves the right to subcontract the performance of its warranty obligations to qualified subcontractors in its sole discretion.
- 13) **Language.** A French version of this Warranty is available at: <http://www.flo.com/fr-CA/>. Une version française de cette garantie est disponible au: <http://www.flo.com/fr-CA/>.