

Nuvve Limited Warranty

FOR POWERPORT ELECTRIC VEHICLE CHARGING STATIONS

1. Limited Warranty for Nuvve's Commercial Charging Station

This Nuvve Limited Warranty (the "Limited Warranty") provides express limited warranty rights from Nuvve, the manufacturer, only to the original purchaser (the "Customer") of a new Nuvve PowerPort 19kW (1 Phase, J1772) or Nuvve PowerPort 52kW L2 (3 phase, J3068) electric vehicle charging station (the "Charging Station") directly from Nuvve solely for end use by the Customer. The Warranty is not transferable and is valid for Customers located in the U.S.A. and Canada only. To the extent that you have a separate written agreement with Nuvve, you also may have other legal rights that this Limited Warranty does not exclude, limit, or suspend.

2. Warranty Period

- a. LIMITED STANDARD WARRANTY (included with purchase of the Charging Station): Subject to the exclusions from Warranty coverage set forth below, Nuvve guarantees that it will repair or replace, at Nuvve's option, a Charging Station that manifests a defect in materials or workmanship during the Limited Standard Warranty Period, if the end-user Customer provides Nuvve with notice of a defect in the Charging Station during the Limited Standard Warranty Period. The Limited Standard Warranty Period starts on the shipment dispatch date of the applicable Charging Station and continues until the earlier to occur of: (A) sixteen (16) months from the shipment dispatch date, or (B) twelve (12) months from the on-site commissioning¹ date, of the applicable Charging Station (the "Limited Standard Warranty Period").
- b. EXTENDED WARRANTY (purchased separately): An extended warranty may only be purchased by the original Customer during the Limited Standard Warranty Period. The extended warranty will extend the duration of the Limited Warranty by the additional extended warranty period indicated in the Customer's extended warranty sales quote, which shall run consecutively following the Limited Standard Warranty Period expiration date (the "Limited Extended Warranty Period").

3. Warranty Coverage

This Limited Warranty covers any replacement or repairs required to correct defects in materials or workmanship of the Charging Station during the applicable warranty period, subject to the exclusions listed in the section "Exclusions from the Warranty". Nuvve, at its sole discretion, will determine whether to repair or replace the Charging Station or any of its components if covered under this Limited Warranty. Nuvve will not alter form, fit, or function of a Charging Station to make it operate in a manner in which it was never intended to function. Service availability and response times may vary by location and are subject to change due to local parts or labor availability.

¹ Completion of the On-Site Commissioning shall be confirmed by the submission of the On-Site Commissioning Check List ("Check List") and required documentation by the Customer to Nuvve as directed in the Check List and signed by the Customer and the installer which must be a licensed electrician.

4. Exclusions from the Limited Warranty

- a. **IMPORTANT:** This Limited Warranty does not cover damage, repairs, faults, failures, issues, technical support or service calls comprising or resulting from the following:
 - i. Improper site preparation, installation or maintenance of the Charging Station.
 - ii. Cosmetic damage such as scratches and dents, or normal wear and tear.
 - iii. Abuse, vandalism, damage, or other problems caused by accidents, intentional acts, misuse or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Charging Station in a way other than as specified in the applicable documentation provided with the Charging Station.
 - iv. Installation, alteration, disassembly, modification, or relocation of the Charging Station that was not approved in writing by Nuvve or was not performed by Nuvve or by a certified Nuvve installer or service provider.
 - v. Failure to submit the completed On-Site Commissioning Check List with the required documentation in accordance with the terms of such Check List.
 - vi. Damage to the Charging Station caused by software, interfacing, parts, components, supplies, or any other product not supplied by Nuvve.
 - vii. Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature, or any other causes beyond the control of Nuvve.
 - viii. Unreasonable or unintended use of the Charging Station.
 - ix. Installation by anyone other than a licensed electrician.
- b. This Limited Warranty will be void if the original identification markings (for example, serial numbers and trademarks) on the Charging Station have been defaced, altered and/or removed or are otherwise indecipherable.
- c. This Limited Warranty is void if the Customer either (i) fails to return the completed and fully executed on-site commissioning Check List and required documentation as indicated in the Check List (which may be submitted online, as available, or otherwise via e-mail to support@nuvve.com) within ten (10) business days from the Charging Station commissioning date, or (ii) permits the Charging Station to be installed by a vendor who is not a licensed electrician.
- d. The Limited Warranty does not cover any on-site labor costs related to un-installing or reinstalling the repaired or replacement Charging Station in the case if replacement or reinstallation is required.
- e. This Limited Warranty applies only to the original commissioning site of the Charging Station. Charging Stations (A) purchased in one country (i.e., USA or Canada) which are transferred to another country, and/or (B) commissioned at one site and later reinstalled at a different site, are excluded.

5. IMPORTANT Additional Information

- a. The Customer is responsible for the proper installation (the completion and submission of the Check-List in accordance with its terms, installation by a licensed electrician and confirmation from Nuvve that the On-Site Commissioning Check List has been accepted) and maintenance of the Charging Station including the un-installing of any defective Charging Station and the installation of repaired or replacement Charging Station.

- b. Any service or repairs beyond the scope of this Limited Warranty will be performed by Nuvve or its certified service partner at Nuvve's then prevailing labor rates and other applicable charges upon Customer written approval.
- c. Any Charging Station that is found by Nuvve to be out-of-warranty or otherwise ineligible for warranty service will be returned at Nuvve's standard charges and at Customer's expense or repaired / replaced at Nuvve's standard charges and at Customer's expense, upon Customer's written approval.
- d. Nuvve shall have the right to update the Nuvve services from time to time without notice to or consent of Customer.

6. Replacement Parts and Labor

- a. The Customer acknowledges that replacement parts or Charging Stations provided by Nuvve under this Limited Warranty may be remanufactured or reconditioned parts or Charging Stations or, if the exact Charging Station is no longer available, a Charging Station, that may or may not be manufactured by Nuvve, with substantially similar functionality. All replaced parts, whether under warranty or not, become the property of Nuvve.
- b. Any replacement parts, labor, or Charging Station so furnished will be warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such replacement parts or Charging Station, whichever comes later.
- c. Should Nuvve be unable to repair or replace the Charging Station entitled to Warranty protection, Nuvve will refund to the Customer the purchasing price of the Charging Station.

7. Request for Warranty Procedure

- a. If the Customer believes it has a defective Charging Station, the Customer must complete and submit to Nuvve a Return Material Authorization ("RMA"), using a web-form <https://support.nuvve.com> or email address: support@nuvve.com.
- b. The RMA request shall contain the following information:
 - i. A detailed description of the problem with the Charging Station;
 - ii. The model number and the serial number of the Charging Station;
 - iii. Charger location and corresponding shipping information; and
 - iv. Proof of purchase.
- c. If Nuvve believes that the defect appears to be covered by the Warranty and the Warranty is still in effect, Customer must ship the Charging Station to Nuvve and reference the RMA number in the shipping documentation. The Charging Station must be returned in its original shipping container or in another shipping container designed to prevent damage to the Charging Station.
- d. If upon inspection, Nuvve decides that the defect is covered by the Warranty and the Warranty is still in effect, Nuvve will either repair or replace the defective Charging Station at no charge to the Customer and ship the repaired or replaced Charging Station back to the Customer at Nuvve's expense.

8. LIMITATIONS ON WARRANTY AND LIABILITY

NO AGENT OF NUVVE IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NUVVE. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND NUVVE'S SOLE LIABILITIES AND OBLIGATIONS, AND NUVVE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OTHER THAN THE WARRANTIES SET FORTH ABOVE. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF NUVVE HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW. NUVVE FURTHER PROVIDES NO WARRANTY THAT THE CHARGING STATION OR NUVVE'S SERVICES WILL BE ERROR-FREE, WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR THAT FUNCTIONS CONTAINED IN THE CHARGING STATIONS OR ANY NUVVE SERVICES SHALL MEET OR SATISFY THE CUSTOMER'S INTENDED USE OR REQUIREMENTS. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED IN PARAGRAPH 2 ABOVE. NO WARRANTIES APPLY AFTER EXPIRATION OF THE APPLICABLE WARRANTY PERIOD.

Some states or jurisdictions do not allow the exclusion of express or implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you (the Customer).

NUVVE IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OR USE OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE THE CHARGING STATION, UNDER ANY THEORY OR LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF NUVVE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF NUVVE FOR ALL CLAIMS WHATSOEVER RELATED TO THE CHARGING STATION WILL NOT EXCEED THE PRICE YOU PAID FOR THE CHARGING STATION. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF NUVVE AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states or jurisdictions do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion might not apply to you (the Customer).

This warranty applies to all PowerPort charging stations sold on or after August 31, 2023, except as expressly revised or updated on a subsequent date.

9. Applicable Law and Entire Agreement

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This Limited Warranty is the entire and exclusive agreement between you (the Customer) and Nuve with respect to its subject matter and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of Nuve.