

LIMITED WARRANTY

TROJAN ENERGY EV CHARGING EQUIPMENT

EXTENT OF WARRANTY

This **Limited Warranty** for the Trojan Energy Limited (**Trojan Energy**) lance, cartridge and associated ancillary equipment (**EV Charging Equipment**) applies to **you**, the original purchaser of new or manufacturer refurbished EV Charging Equipment from Trojan Energy, solely for use for the domestic or resident charging of electric vehicles. This warranty is non-transferable and is valid in the United Kingdom only.

LIMITED THREE-YEAR WARRANTY

Subject to the exclusions set out in this document, Trojan Energy warrants that, when used under normal operating conditions and in accordance with the Trojan Energy User Manual (available at <https://trojan.energy/usermanual>), your EV Charging Equipment will be free from any defects in materials or workmanship for a period of three (3) years from the date of installation (the **Warranty Period**). If, during the Warranty Period, your EV Charging Equipment becomes defective in breach of the Limited Warranty, Trojan Energy will, upon written notice of the defect received during the Warranty Period, and at Trojan Energy's option, either repair or replace the defective EV Charging Equipment. The Limited Warranty covers parts and labour, including on-site assistance, necessary to repair your faulty EV Charging Equipment.

SOFTWARE AND FIRMWARE UPDATES

Trojan Energy will, as required, provide software and firmware updates in relation to the EV Charging Equipment. This is to support the continual improvement of the EV charging experience and to maintain the security of the system in the face of cyber-security threats.

EXCLUSIONS

The Limited Warranty shall not apply to repairs required or defects resulting from: (i) damage caused to the EV Charging Equipment by any use inconsistent with the Trojan Energy User Manual; (ii) damage caused to the EV Charging Equipment by any use inconsistent with the contractual terms of your engagement with Trojan Energy; (iii) damage caused to the EV Charging Equipment by any use inconsistent with any other applicable Trojan Energy documentation; (iv) cosmetic damage and/or normal wear and tear; (v) damage to the EV Charging Equipment caused by any product not supplied by Trojan Energy; (vi) damage as a result of acts of nature; (vii) damage as a result of extreme power surge or extreme electromagnetic field; (viii) abuse, vandalism, damage or other problems caused by accidents, misuse or negligence; and/or (ix) any other causes beyond Trojan Energy's control. The Limited Warranty shall not apply if the original identification markings (e.g. serial numbers) have been defaced, altered or removed. **Trojan Energy does not warrant that any services associated with Trojan Energy's EV Charging Equipment will be error free or will operate without interruption.**

LIMITATIONS ON WARRANTY

To the extent permitted by law, the warranties expressly given by Trojan Energy under this Limited Warranty are granted in lieu of any other warranties of merchantability, satisfactory quality or fitness for a particular purpose, and all other warranties, whether express or implied, by law or otherwise, are hereby expressly excluded. If any implied warranty cannot be disclaimed under applicable law, such implied warranty shall be limited in duration to the Warranty Period.

LIMITATIONS ON LIABILITY

The remedies in this Limited Warranty are your sole and exclusive remedies. To the extent permitted by law, except for the obligations specifically set out in this Limited Warranty, in no event will Trojan Energy be liable for direct, indirect, special, incidental, or consequential damages, including without limitation loss of profit, loss of business, loss of data, loss of use whether based on contract, strict liability, tort (including negligence) or any other legal theory, and whether or otherwise such damages were foreseeable. Trojan Energy's maximum cumulative liability for all claims whatsoever related to the EV Charging Equipment is expressly limited to the price you paid for the purchase of the EV Charging Equipment. Trojan Energy shall not be liable for any claim made by a third party or made by a third party on your behalf. This limitation of liability does not apply to claims in respect of personal injury.

LEGAL RIGHTS

The Trojan Energy Limited Warranty is a commercial guarantee voluntarily provided by Trojan Energy. Trojan Energy Limited is responsible for the Limited Warranty and has its registered address at W-Zero-1 Building, Energy Transition Zone, Hareness Road, Aberdeen, AB12 3LE. The benefits of this Limited Warranty apply in addition to your legal rights.

MAKING A CLAIM

To make a claim under this Limited Warranty (a **Claim**), contact Trojan Energy by email at warrantyclaim@trojan.energy or by telephone at 0800 0854 644. You will be asked, in respect of the EV Charging Equipment, to provide a detailed description of the problems you are experiencing, the model and serial number and proof of purchase. If you elect to make your Claim via telephone, you may still be asked to put your Claim in writing. You must provide true, accurate and complete information when making a Claim. If your EV Charging Equipment is covered by this Limited Warranty, Trojan Energy will either repair or replace the defective EV Charging Equipment at no charge to you. Should any service or repairs be required beyond the scope of the Limited Warranty, or if it is discovered that the Warranty Period in respect of your EV Charging Equipment has expired, Trojan Energy will perform such service or repairs only with your approval, and at Trojan Energy's prevailing standard rate at the time of your Claim. Replacement EV Charging Equipment, or replacement parts required to repair your EV Charging Equipment, may at Trojan Energy's option be new or manufacturer refurbished or reconditioned. If the same model of EV Charging Equipment is no longer supported or manufactured by Trojan Energy, you will be provided with a replacement that offers substantially similar functionality. Any repaired or replacement parts or EV Charging Equipment will carry a warranty equal to the remaining Warranty Period.