

TERRA ENERGY SERVICES
Limited Product Warranty
(effective June 20, 2022)

This Limited Product Warranty ("**Warranty**") applies to the Terra Energy Services Electric Vehicle Charging Station ("**Station**") purchased from Terra Energy Services, a division of Access Control Devices, Inc. ("**Terra Energy Services**") or one of its authorized distributors and ultimately delivered to the Station Owner ("**Owner**" or "**you**".)

Subject to the exclusions set forth below, Terra Energy Services warrants that the Station will be free from defects in materials and/or workmanship for the Warranty Period, as defined below. The Warranty is only available to you if you purchase the EVantage Program and only for the Warranty Period. The Warranty Period shall begin on the later of the date the EVantage Program is purchased by Owner or the date of the Station's delivery to Owner. The Warranty Period shall continue from the commencement date until the earlier of (i) the expiration of the Warranty without Owner purchasing a continuation as permitted herein, or (ii) the end of the Maximum Warranty Period, as defined below ("**Warranty Period**"). If the EVantage Program is purchased at the time of purchase of the Station, the Warranty will be for a term of 1 year, 3 years, or 5 years from the date of commencement, as selected by Owner. If the EVantage Program is not purchased at the time of purchase of the Station, in order to obtain the Warranty, Owner must purchase the EVantage Program within 12 months of the purchase of the Station, in which case the Warranty will be prorated for a period from the date of purchase of the EVantage Program through the 1 year anniversary of the purchase of the Station. If the initial Warranty is for a period of less than five (5) years, the Warranty may be continued for one or more additional 1 year periods, provided any 1 year continuation of the Warranty is purchased prior to expiration of the then-existing Warranty, and further provided, in no case shall the Warranty extend beyond five (5) years after the Station's delivery to Owner ("**Maximum Warranty Period**"). In order to continue the Warranty if it otherwise expires prior to the end of the Maximum Warranty Period, Owner must purchase a continuation of the Warranty as provided above. If the Warranty Period ends prior to the end of the Maximum Warranty Period without being continued as set forth above, the Warranty may not be subsequently renewed or extended.

Upon verification of a warranty claim, Terra Energy Services will, at its' discretion, repair or replace the Station. No Warranty claims shall be accepted after the expiration of then current Warranty Period or the Maximum Warranty Period.

EXCLUSIONS FROM LIMITED PRODUCT WARRANTY

This Warranty does not apply to defect(s) resulting from any of the following:

- Alteration or modification made to the Station without written Terra Energy Services approval.
- Vandalism.
- Abuse, damage (including but not limited to physical damage from being struck by a vehicle), misapplication or Station usage beyond its intended purpose as set forth in Terra Energy Services documentation.
- Installation or relocation of the Station unless performed by Terra Energy Services or a Terra Energy Services authorized service provider.
- Improper site preparation or maintenance.
- Damage resulting from accidents, acts of nature or other causes beyond Terra Energy Services' control.
- Use of software, interfaces or parts not provided by Terra Energy Services.

OBTAINING WARRANTY SERVICE

To obtain warranty service you must: (a) obtain a return materials authorization number ("**RMA#**") from Terra Energy Services by contacting Customer Service at 877.290.3327, and (b) deliver the Station in accordance with the instructions provided by Terra Energy Services.

Terra Energy Services will pay the cost of returning the Station via ground transportation using the procedure described above. Owner assumes risk of any shipping related loss or damage before receipt at Terra Energy Services. Terra Energy Services will be responsible for returning the Station replaced or repaired under Warranty.

A Station found to be not defective, out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced at Owner's request using Terra Energy Services' standard charges and shipped back at Owners expense.

Terra Energy Services may choose to perform a Station repair at the Owner's facility for expediency. At Terra Energy Services' request, Owner agrees to provide access to a secure work area. On-site repairs are not available outside the United States.

All replaced parts are the property of Terra Energy Services.

Terra Energy Services' Options: You acknowledge that a replacement Station provided by Terra Energy Services under the Limited Product Warranty may be remanufactured or reconditioned or, if the exact Station is no longer manufactured by Terra Energy Services, a Station with substantially similar functionality ("**Replacement Station**"). Any Replacement 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 Station, whichever is greater. Should Terra Energy Services be unable to repair or replace the Station, Terra Energy Services will refund a pro rata portion of the purchase price of the Station, which shall be an amount equal to the cost of the Station divided by the number of months beginning on the date of purchase of the Station and continuing through the remaining period of the current Warranty (without regard to any future continuations not yet purchased) and multiplied by the number of months remaining in the current Warranty (without regard to any future continuations not yet purchased) determined as of the date of verification by Terra Energy Services of the applicable

warranty claim. For example, if you purchase the EVantage Program at the time of purchase of the Station and choose the 5 year Warranty, and the Station is determined to be unable to be repaired or replaced in month 34 after the date of the Station's delivery to Owner, the refund by Terra Energy Services to you will be equal to the cost of the Station that you paid divided by 60 months and multiplied by 26 months (the number of months remaining in the current Warranty). By way of further example, if you purchase the EVantage Program at the time of purchase of the Station and choose the 1 year Warranty and timely continue the Warranty by purchase 2 additional 1 year periods, and the Station is determined to be unable to be repaired or replaced in month 34 after the date of the Station's delivery to Owner, the refund by Terra Energy Services to you will be equal to the cost of the Station that you paid divided by 36 months and multiplied by 2 months (the number of months remaining in the current Warranty).

You are responsible for the proper installation of any replaced or repaired Station.

Third Party Products. The above Limited Warranty is exclusive of products manufactured by parties other than the manufacturer of the Station ("**Third Party Products**"). If such third party manufacturers provide a separate warranty with respect to the Third Party Product, Terra Energy Services will include such warranty in the packaging of the Station.

WARRANTY LIMITATIONS

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF TERRA ENERGY SERVICES OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT. Some states or jurisdictions do not allow the exclusion of express or implied warranties so this exclusion may not apply to you.

IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER THE WARRANTY PERIOD. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO RESELLER OR AGENT OF TERRA ENERGY SERVICES IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF TERRA ENERGY SERVICES.

TERRA ENERGY SERVICES SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

LIMITATIONS OF LIABILITY

You acknowledge and agree that the consideration which you paid to Terra Energy Services or one of its authorized resellers does not include any consideration by Terra Energy Services or one of its authorized distributors of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Station. THUS, TERRA ENERGY SERVICES OR ONE OF ITS AUTHORIZED RESELLERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THIS STATION OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF TERRA ENERGY SERVICES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF TERRA ENERGY SERVICES OR ONE OF ITS AUTHORIZED RESELLERS FOR ALL CLAIMS WHATSOEVER RELATED TO THIS STATION OR THE SERVICE WILL NOT EXCEED THE PRICE YOU PAID FOR THIS STATION.

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF TERRA ENERGY SERVICES 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 incidental or consequential damages, so this limitation or exclusion may not apply to you.

THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

ADDITIONAL INFORMATION

This Limited Product Warranty is valid for U.S.A. and Canada only.

This Warranty shall be governed by and construed in accordance with the laws of the State of Arkansas, 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 Warranty is the entire and exclusive agreement between you and Terra Energy Services 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 Terra Energy Services.

This Warranty may be transferred during the warranty period if the current Owner transfers ownership of the Station and

records the transfer with Terra Energy Services. The Station must be registered by both the previous and new Owner in order to effect the transfer of limited warranty.

All inquiries or claims made under this Warranty must be sent to Terra Energy Services' address as follows:

Terra Energy Services, a division of Access Control Devices, Inc.

403 North Main St

Benton, AR 72015

Phone: 877.290.3327

www.acd-inc.com