

Supplier Warranty (ENG)

1 GENERAL

Enea AS, reg.no. 827 444 022 ("**Enea**"), manufactures home chargers for electric vehicles (the "**Product**"). The Product is sold through authorized distributors (the "**Distributor**") to consumers or other end users (the "**End User**").

The Product is covered by a supplier warranty (the "**Supplier Warranty**"). The scope and terms of the Supplier Warranty are detailed in this document.

The Supplier Warranty does not alter the End User's legal rights against the Distributor or any installer under the Norwegian Consumer Purchases Act, the Norwegian Sale of Goods Act, or other relevant laws, including consumers' 5-year right to make a claim under § 27 of the Norwegian Consumer Purchases Act and the 2-year right to make a claim under § 32 of the Norwegian Sale of Goods Act for other end users. Nor does it alter the End User's legal rights against Enea as the manufacturer of the Product.

2 WARRANTY

Enea warrants that the Product, under normal use, will function as specified in the purchase documentation provided with the Product for a period of one (1) year from the date of purchase (the "**Warranty Period**"). The Supplier Warranty also covers functional defects that arise after delivery. In the event of a defect, the End User has the right to have the Product repaired or replaced. It is up to Enea to decide whether the defect should be rectified through repair or replacement.

Repaired Products will be covered by the Supplier Warranty either for the remainder of the original Warranty Period or for ninety (90) days, whichever provides longer coverage. Replacement Products, on the other hand, will be covered by the Supplier Warranty as per the original purchase and will have a warranty period of one (1) year from the date of delivery. Enea retains ownership of any Products or parts that are replaced.

The Supplier Warranty is conditional upon the End User notifying the Distributor in writing of the defect within a reasonable time after the defect was discovered or should have been discovered, and upon presenting a valid sales document or receipt confirming the purchase and the purchase date.

3 WARRANTY FOLLOW-UP PROCESS

Rectifying of defects is performed according to the following procedure:

- a) The End User provides the Distributor with a written notification of the defect. The notification should include a description of the defect, and, if the Product requires an installer for assembly, the name of the company responsible for the installation. A valid sales document or receipt confirming the purchase and the purchase date must be attached to the notification.
- b) The notification is initially handled by the Distributor. If the alleged defect cannot be immediately resolved by the Distributor, the Distributor will ensure that the Product in question is sent to Enea for further investigation and troubleshooting. The Distributor and Enea may request additional information and documentation if deemed necessary.
- c) If Enea determines that the alleged defect falls within the Supplier Warranty, Enea will cover the replacement/repair costs, as well as the shipping costs. The actual repair or replacement will be handled by the Distributor. Enea assumes no responsibility for the installation of a new Product.

4 LIMITATIONS OF THE WARRANTY

4.1 General

The Supplier Warranty is conditional upon proper storage and use, as well as the installation, maintenance, and repair of the Product being performed in accordance with Enea's guidelines, as outlined in the Product's installation documentation and product information. The Supplier Warranty only covers defects that are due to circumstances related to the Product and does not cover defects attributable to the use of the Product for purposes it is not designed or intended for, normal wear and tear or deterioration, or improper use, misuse, negligence, or accidents.

The Supplier Warranty does not impose any responsibility on Enea to cover losses caused by defects in the Product, including damage to property, lost profits, and other indirect losses.

The Supplier Warranty applies to Products purchased and used in Norway or other countries within the EEA, and only to Products purchased from an authorized Distributor. The Supplier Warranty is provided only to the original purchaser and cannot be transferred upon the transfer of the Product (directly or indirectly).

4.2 Software

Responsibility and warranty related to software are exclusively regulated by the Service Terms accepted when creating a user account for the software service(s) or when starting to use the service.

5 CHANGES

Enea reserves the right to transfer the Supplier Warranty to another company within its group in accordance with applicable laws and regulations. Any such changes will be communicated on Enea's website, in accordance with the requirements of applicable privacy and consumer protection legislation.

6 GOVERNING LAW AND JURISDICTION

This warranty is subject to Norwegian law. In the event of any disputes related to this warranty, Trøndelag District Court (court location: Trondheim) is agreed as the venue, unless applicable consumer protection laws give the right to bring an action elsewhere.