

## **BLINK® LIMITED WARRANTY**

### **1. GENERAL TERMS**

1.1. This Limited Warranty applies to the original purchase by an original purchaser ("Customer") of the EV Charging Station (the "Equipment") from Blink Network, LLC ("Blink"). The warranties set forth herein are non-transferrable. This Limited Warranty applies only to Equipment manufactured by or for Blink that can be identified by the "Blink" trademark, trade name or logo affixed to it. This Limited Warranty does not apply to any non-Blink hardware or software, even if packaged or sold with the Equipment.

1.2. Subject to the provisions of this Limited Warranty, Blink warrants and represents that the Equipment will conform to our specifications in all material respects and that the Equipment will be free from material defects in materials and workmanship for a period of twelve (12) months from date of shipment to the Customer (the "Limited Warranty Period"). In order to obtain repair or maintenance services after the Limited Warranty Period, Customer may purchase an extended warranty prior to the expiration of the Limited Warranty Period or Customer may purchase replacement parts directly from Blink or one of its affiliates.

### **2. EQUIPMENT UNDER LIMITED WARRANTY**

2.1. If the Equipment malfunctions or fails in its normal and proper use, and provided the Equipment has been properly stored, installed, operated and maintained, and is otherwise eligible for service under this Limited Warranty, Customer may seek service under the Limited Warranty as follows:

- a. The Customer shall notify Blink of such malfunction or failure, including the serial number of the Equipment, by contacting Blink's Maintenance Hotline at: 1-888-998-BLINK.
- b. Equipment, where eligible under this Limited Warranty, will be repaired or replaced, at Blink's option, at no charge to Customer for parts or labor. Blink reserves the right to utilize third-party contractors to perform any and all services under this Limited Warranty.
- c. If Blink determines that the failure or malfunction of Equipment is not covered by this Limited Warranty, and service is provided by Blink to Customer for such Equipment, Customer will pay Blink for any repair services performed, including parts and/or labor based on standard labor and part prices in effect at the time of such repair or replacement.
- d. Unauthorized return to Blink of any Equipment, whether or not eligible under this Limited Warranty, will be subject to a handling charge, in addition to all repair and all shipping charges.

2.2. Equipment which is repaired or replaced by Blink under this Limited Warranty will continue to be covered under all of the provisions of this Limited Warranty for the remainder of the applicable Limited Warranty Period. If a previously repaired or replaced failure or malfunction recurs within the Limited Warranty Period, Blink will, at its sole option and discretion: re-perform the repair or replacement pursuant to the terms of this Limited Warranty.

2.3. Parts and/or materials used in Blink's performance under this Limited Warranty may be, at Blink's sole option, remanufactured, reconditioned parts and/or materials, or a product substantially similar to the original Equipment and/or part thereof.

3. **FORCE MAJEURE** Blink will not be liable for performance under this Limited Warranty if such performance becomes commercially impracticable due to any contingency beyond Blink's reasonable control, including acts of God, fires, flood, wars, sabotage, civil unrest, accidents, labor disputes or shortages, government laws, rules and regulations, whether valid or invalid, inability to obtain materials, equipment or transportation, incorrect, delayed or incomplete specifications, (collectively "Force Majeure").

#### 4. **LIMITATIONS AND QUALIFICATIONS OF LIMITED WARRANTY**

- 4.1. This Limited Warranty extends only to the original purchaser of the Equipment.
- 4.2. This Limited Warranty does not apply to any damage, defect, or failure caused by:
- a. any part of the Equipment having been modified, adapted, repaired, or maintained by any person other than a person or persons authorized in writing by Blink to do so;
  - b. storage or environmental conditions where the Equipment is located which are generally unsafe for the Equipment and/or do not conform to the specifications applicable to the Equipment;
  - c. failure to conform to any instructions or operating guidelines regarding the Equipment;
  - d. external causes, including but not limited to accidents, electrical stress or lightning, extreme electromagnetic field, extreme power surge or use with incompatible materials, parts, or equipment;
  - e. cosmetic damage, vandalism or physical damage caused by negligence including by being struck by a vehicle;
  - f. improper site preparation, maintenance, drawings, or data supplied by Customer;
  - g. modification, mishandling, abuse, or misuse; or
  - h. a Force Majeure event.

#### 5. **LIMITATIONS ON DAMAGES**

5.1. THIS LIMITED WARRANTY IS THE CUSTOMER'S EXCLUSIVE WARRANTY FOR THE EQUIPMENT. BLINK SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY. NO MODIFICATION OR WAIVER OF THIS LIMITED WARRANTY IS EFFECTIVE UNLESS EXPRESSEDLY SET FORTH IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF BLINK.

5.2. BLINK 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, INCURRED BY CUSTOMER ARISING OUT OF OR RELATED TO CUSTOMER'S PURCHASE OR USE OF, OR INABILITY TO USE, THE EQUIPMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF BLINK KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

BLINK'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT WILL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT AT THE TIME OF ORIGINAL PURCHASE. THE REMEDIES STATED IN THIS LIMITED WARRANTY ARE THE CUSTOMER'S EXCLUSIVE REMEDIES AGAINST BLINK REGARDING ANY AND ALL EQUIPMENT. NO AGENT OF BLINK IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF BLINK.

5.3. THIS LIMITED WARRANTY IS VALID IN THE UNITED STATES OF AMERICA AND CANADA ONLY. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.

5.4. THESE LIMITATIONS AND DISCLAIMERS ARE NOT MADE BY BLINK WHERE PROHIBITED BY LAW.

6. **UPDATES** This Limited Warranty is dated May 27, 2016.