



Warranty Conditions of Clean Tech Worx B.V.

Located at Het Goorke 29 A (4906CZ Oosterhout, The Netherlands. registered with the Chamber of Commerce with number 81106637.

1. These warranty conditions are applicable to all electric drivelines and related items delivered by Clean Tech Worx.
2. Clean Tech Worx guarantees to the client that the goods are without any defect in material or workmanship. The warranty-period on these items is 12 months and commences on the date of delivery Ex Works (EXW).
3. A Repair or replacement during the warranty period does not change or extend the warranty period. The original warranty period will be continued.
4. Warranty is limited, at discretion of Clean Tech Worx, to the replacement or reparation of defect or faulty products.
5. If products, with consent of the client, are replaced for alternative products with improved performances, Clean Tech Worx will charge the additional price of these alternative to the client.
6. Warranty is only granted to the first purchases of a Clean Tech Worx product. The warranty is not transferable.
7. The warranty obligation of Clean Tech Worx is limited to the total value of an item in the order.
8. Clean Tech Worx may, at its own discretion, reject any warranty claim if:
 - a. the client has not notified Clean Tech Worx in writing within a period of two calendar days from the moment at which the client could
 - b. reasonably have detected the defect; or the client has not responded in a timely and/or adequate manner to an abnormal operating condition of the product which he could reasonably have observed; or
 - c. there is incompetent control, use and/or maintenance by the client; or
 - d. an item is used differently than for the purpose for which it is intended; or
 - e. normal wear and tear parts are the cause of the defect; or
 - f. reparation and/or replacement is not related to the functionality of the product; or
 - g. the defects or faulty products are only optical in nature and are not safety-relevant; or
 - h. the defect arose during circumstances outside the control of Clean Tech Worx; or
 - i. inspection and/or maintenance work has not, not timely or not correctly been executed; or
 - j. defects are in materials or parts that have been proposed and/or made available by the client; or
 - k. the assembly of parts or sub-assembly in end-products (or vehicles), has been done by third parties; or
 - l. parts are replaced, repaired, changed, exchanged or added after manufacturing without prior written permission from Clean Tech Worx; or

- m. if a repair or replacement has been carried out by a facility that is not authorized by Clean Tech Worx; or
 - n. client fails to answer to workshop-actions and/or recall-actions of Clean Tech Worx; or
 - o. Clean Tech Worx is not given the reasonable opportunity to remedy the defects; or
 - p. if a warranty claim is made by the client, after the expiration of the guarantee period; or
 - q. client is in default with the fulfillment of his (payment) obligations towards Clean Tech Worx; or
 - r. if it concerns a proof of concept or a prototype; or
 - s. this is an emergency reparation.
9. If bodywork, chassis, tires, radios, charging stations, etc. are manufactured by third parties, the warranty is limited to the transfer of the possible warranty liability to the original manufacturer or supplier.
10. Clean Tech Worx is in no way responsible for the infrastructure used to charge the Clean Tech Worx battery. Any influence of the grid power and/or incorrectly connected phases, which cause damage due to alternating voltages and/or currents to the AC/DC chargers are excluded from the warranty.
11. The client shall send components to which warranty applications are made, within eight days after notification to Clean Tech Worx or to another place agreed in writing, where the components will be examined. Clean Tech Worx becomes the owner of the parts in which a defect is recognized. For the investigation, the client will give access to all relevant (electronic) data that may contribute to the examination of the warranty claim. Failure to send the parts and/or not granting access to data may lead to the rejection of the warranty claim by Clean Tech Worx.
12. Costs for investigation and transport are for the account of Clean Tech Worx, unless after inspection is established that the defect under these warranty conditions can not be attributed to Clean Tech Worx material or workmanship. In that case, the costs will be charged to the client.
13. If warranty work from Clean Tech Worx takes more than four hours for disconnecting, connecting and other work for replacing or repairing parts, the extra costs for man-hours will be for the client.
14. Work relating to warranty is limited to regular working hours. If warranty work will be carried out outside regular working-hours on request of the client, Clean Tech Worx will charge the client the applicable surcharges at hourly rate on the basis of the applicable Clean Tech Worx service rates.
15. If the client integrates Clean Tech Worx driveline(s) in its end product, the client must submit inspection documents that are made available by Clean Tech Worx to Clean Tech Worx before the end product is transferred to the end user. These inspection documents include the parameters set after the assembly and the name and address of the end user. The content of these inspection documents is agreed on in advance by the client and Clean Tech Worx.



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16. Clean Tech Worx is not liable for any damage to client or third parties caused by any defect under these warranty conditions. Clean Tech Worx is also not liable if client does not correctly and completely comply with the indications and instructions provided by Clean Tech Worx, verbally or in writing, for example with regard to installation, construction, maintenance, treatment and use. The client has the responsibility to inform and urge employees and/or third parties who use the goods, of the content of instructions and regulations to normal use.
17. Clean Tech Worx does not guarantee that an item or part complies with regulations or requirements that apply in any jurisdiction other than expressly agreed on by both parties.
18. Deviations from and/or additions to these warranty conditions are only valid if they have been agreed on in writing and recorded in the order confirmation between Clean Tech Worx to the client. These deviations and/or additions are explicitly limited to the relevant order.