

Sales and refund terms

Effective Date: January 26, 2021

PLEASE READ THESE SALES AND REFUNDS TERMS (“Terms”) CAREFULLY, BECAUSE THEY CREATE A BINDING AGREEMENT BETWEEN YOU (“you” or “User”) AND WALLBOX USA INC. (“Wallbox”), AND THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. BY PURCHASING WALLBOX HARDWARE OR OTHER PRODUCTS DIRECTLY FROM WALLBOX AND INDICATING YOUR ASSENT TO THESE TERMS, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU WILL NOT BE PERMITTED TO COMPLETE ANY PURCHASES OF PRODUCTS FROM WALLBOX.

THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 21. THE TERMS AND CONDITIONS IN SECTION 21 AFFECT YOUR RIGHTS REGARDING RESOLVING DISPUTES WITH WALLBOX. ACCORDINGLY, YOU SHOULD REVIEW IT CAREFULLY.

Wallbox offers an electronic vehicle charging solution for home and business users with hardware and an online service for control of charging functions of intelligent charging devices that is accessible locally on a network and remotely through the Internet via this website and a mobile application.

1. Definitions

1.1. “You” and “your” are terms that refer to you, the purchaser of hardware or other products from Wallbox.

1.2. “We,” “us,” and “our” are terms that refer to Wallbox USA Inc.

2. Sales and Refund Terms

These Terms govern only the purchase and sale of products from Wallbox through Wallbox’s website at www.wallbox.com (the “Website”) as well as any other means of direct sales.

3. Terms of Use

Use of embedded software within hardware you purchase, Wallbox’s online service for control of charging functions of intelligent charging hardware devices (the “Service”), the myWallbox portal on the Wallbox website, or Wallbox’s mobile application are not governed by these Terms. Instead, they are governed by the Terms of Use at https://wallbox.com/media/PDF/en_us/terms_and_conditions.pdf, as they are amended from time to time.

4. Orders

4.1. If you order a product from Wallbox, for instance by using its website, you agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose not to accept any orders in our sole discretion or we may not accept an order because an ordered product is not available and not in stock.

4.2. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order will not take place unless and until you have received your order confirmation email. You have the option to cancel your order at any time before we have sent your order confirmation email by sending email to service.na@wallbox.com.

4.3. If an ordered product is unavailable or out of stock or we do not accept your order for another reason, we will inform you by email and will refund any payment for the product if it was already charged to you.

4.4. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

4.5. Wallbox will not be responsible for the minimum differences or inaccuracies that you may perceive between the products and how they appear on the Website and the products you receive, including but not limited to difference caused by problems of displaying the Website, quality of the photographic reproductions, problems caused by your browser or computer, or similar. Wallbox uses reasonable care to display a faithful image of the products offered on its Website.

5. Purchase and Sale of Products

Once Wallbox accepts your order, your purchase of the ordered products will be complete, and Wallbox agrees to sell you the products listed in your order.

6. Pricing and payment

6.1. The price listed on the Website or those quoted via direct sales when you submit an order is the price you will pay for ordered products. Prices listed on the Website or quoted via direct sales do not include the taxes or the cost of shipping and handling. Taxes and the cost of shipping are shown as separate line items on your order and the confirmation email. You will be charged after your order is accepted. Wallbox accepts the following types of payment: credit or debit card, PayPal, check, or bank transfer.

6.2. All prices posted on the Website or quoted via direct sales are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be sent out in your order confirmation email. Price increases will only apply to orders placed after such changes.

6.3. You represent and warrant that (i) the payment information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such payment method for the

purchase, (iii) charges incurred by you will be honored by your payment card issuer or payment service provider, and (iv) you will pay charges incurred by you at the posted prices, including all shipping and handling charges and applicable taxes.

7. Delivery and Shipment

7.1. We will arrange for the ordered products to be shipped to you via a carrier as shown on the Website or quoted via direct sales. The risk of loss and title for ordered products pass to you once we deliver them to the carrier.

7.2. Wallbox estimates that shipments to locations in the continental United States will occur within an estimated period of seven (7) business days after the date of receipt of payment for parcel orders or fourteen (14) business days for freight or LTL orders, except in cases of force majeure. Shipments to Hawaii, Alaska, Puerto Rico, and other U.S. territories may take longer. Deliveries will be made on working days, from Monday to Saturday. This delivery period is only an estimate and is not a firm deadline. Wallbox is not liable for a reasonable delay beyond the estimated delivery date subject to applicable law.

7.3. When you receive the ordered products, if you see that the packaging has been opened, please contact Wallbox immediately by sending email to service.na@wallbox.com for further instructions.

7.4. If Wallbox fails to deliver the ordered product within thirty 30 days after payment is complete, you may terminate the purchase and obtain a refund by sending an email to service.na@wallbox.com.

8. Intellectual and Industrial Property Rights

The products you order from Wallbox, as well as all the components and/or constituent part of the same, including but not limited to, devices, technologies, source code, designs, text, trademarks, logos, videos, and images, are protected by intellectual property laws and rights. Wallbox and its licensors are the owners of the relevant intellectual and industrial property rights in the same and/or have obtained for their use the relevant authorizations or permits from the third parties that are the owners thereof. Thus, you shall take no actions to violate the intellectual property rights of Wallbox or its licensors or to challenge, oppose, or interfere with any applications by Wallbox or its licensors for intellectual property protection in any of the same.

9. Warranty

The products you order are protected by the limited warranty at https://wallbox.com/media/PDF/en_us/wallbox_warranty.pdf, as it is amended from time to time, which is incorporated by reference as if fully set forth. Please refer to the warranty for warranty repair or replacement service or a refund if you believe the ordered products you receive are defective. You will need to provide proof of purchase when you return any ordered products.

10. Refunds

If Wallbox provides a refund to you for an ordered product under warranty, Wallbox will provide the refund within thirty (30) days after receiving the product back from you that you ordered.

If, for any other reason, you are not satisfied with the ordered product you receive from Wallbox, you may return the product within thirty (30) days after receiving it for a refund after Wallbox receives your returned item, as long as:

- You pay for the return shipping.
- You have not used the product and it is in the same condition in which you received it.
- You return the product in its original packaging.
- Your return is accompanied by proof of purchase.
- You contact service.na@wallbox.com to obtain an RMA number and instructions for the return.

Any refund will be made using the same payment method used for ordering the product.

11. DISCLAIMER OF WARRANTIES

EXCEPT AS WARRANTED IN THE LIMITED WARRANTY REFERENCED ABOVE IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WALLBOX PROVIDES THE ORDERED PRODUCTS "AS IS," WALLBOX MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND WALLBOX HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

12. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WHATSOEVER SHALL WALLBOX OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WALLBOX OR ONE OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT AS SET FORTH IN WALLBOX'S STATEMENT OF LIMITED WARRANTY REFERENCED IN SECTION 9, WALLBOX SHALL NOT BE LIABLE FOR COSTS ASSOCIATED WITH THE REPLACEMENT OR REPAIR OF PRODUCT, INCLUDING, BUT NOT LIMITED TO, LABOR, INSTALLATION, OR OTHER COSTS INCURRED BY YOU AND, IN PARTICULAR, ANY COSTS RELATING TO THE REMOVAL OR REPLACEMENT OF ANY PRODUCT. IN NO EVENT SHALL WALLBOX'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THESE TERMS, WALLBOX'S STATEMENT OF WARRANTY, OR THE ORDERED PRODUCTS, WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, OR OTHERWISE, EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF DAMAGES SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW. IN SOME JURISDICTIONS, SOME EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

13. Activation of Devices and Recharging Points

13.1. After the installation of ordered hardware devices, you agree to register them through the Website or the Wallbox application, by accessing their registered Account “myWallbox.” You must use the activated charging point in accordance with the Wallbox instructions for use, and must refrain from any use of the product in a way that is not permitted in the instructions.

13.2. Wallbox is entitled to withdraw any registered charging point, or to block or cancel access to the charging service, if the Client has not paid the service fee for Wallbox’s Service; if you are adjudged insolvent or bankrupt or are subject of a bankruptcy petition or other proceedings by or against you seeking relief under the laws relating to insolvency; if you have damaged the charging point; or if Wallbox detects any improper or fraudulent use of the charging service.

13.3. You agree to inform Wallbox promptly of any damage, defect, or malfunction in the charging point by sending email to service.na@wallbox.com.

14. Children

You must be 18 years of age or older to purchase products from Wallbox. Our products are not intended for or marketed to children.

15. Geographic Restrictions

Wallbox is based in the State of California in the United States and sells products only to persons located in the United States for shipment within the United States. You acknowledge that you may not be able to purchase products outside of the United States and that purchases by certain persons or persons in certain countries may not be legal. You are responsible for compliance with applicable laws.

16. Privacy and Security

Our privacy and security practices are described in our Privacy Policy at https://wallbox.com/media/PDF/en_us/privacy_policy.pdf, as amended from time to time. Our Privacy Policy is incorporated by reference in these Terms as if fully set forth. Payment information you provide to our payment gateway is protected using Transport Layer Security (TLS) (the successor to secure sockets layer (SSL)).

17. Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, hurricane, tsunami, flood, fire,

earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials, or Internet or telecommunication breakdowns or power outages.

18. Written Communications

By accepting these Terms, You agree that most of the communications with Wallbox will be electronic. Wallbox will contact you by electronic mail or by displaying notices in the Service. You consent to the use of these electronic means of communication and acknowledges that any notice, information and other communications electronically sent by Wallbox comply with any statutory or other legal requirement of being in writing.

19. Applicable Law

Use shall be governed by the internal laws of the State of California, USA without giving effect to its conflicts of laws principles. These Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

20. Support

If you want to contact Wallbox's customer service for assistance, you can use the following means:

Electronic mail

Sending an electronic mail to the address service.na@wallbox.com.

Postal mail

Sending mail to Wallbox USA Inc., 800 West El Camino Real, Suite 180, Mountain View, CA 94040.

21. Dispute Resolution

ANY CONTROVERSIES, DISPUTES, AND CLAIMS (collectively, "Claims") ARISING OUT OF OR RELATING TO THESE TERMS, THE PURCHASE OF PRODUCTS FROM WALLBOX, AND/OR THE HARDWARE OR OTHER PRODUCTS PURCHASED FROM WALLBOX SHALL BE SETTLED BY BINDING ARBITRATION, WHICH SHALL BE THE SOLE AND EXCLUSIVE FORUM FOR ADJUDICATING ANY SUCH CLAIMS. Arbitration will be administered by JAMS, Inc. pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules") by a single arbitrator appointed in accordance with the Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Santa Clara County, California U.S.A. The language of the arbitration shall be English. Nothing in these Terms shall be construed to preclude Wallbox from seeking injunctive relief, damages, or other relief based on an infringement of Wallbox's intellectual property rights.

The parties irrevocably consent to the jurisdiction of the federal and state courts located in Santa Clara County, California for the purpose of resolving any action at law or in equity not subject to arbitration arising out of or relating to these Terms, or brought by Wallbox under the previous sentence. To the maximum extent permitted by applicable law, no arbitration or claim under these Terms by you shall be joined with any other arbitration or claim, including that of another purchaser, and no class arbitration proceedings shall occur, and you waive any rights to class arbitration. You must bring any claim, action, or proceeding against Wallbox no later than two (2) years after the claim or cause of action arose

22. Amendments

Wallbox may, from time to time, amend the Terms by posting a new version to the Website. The version of the Terms applicable to any purchase is the version in force at the time of your order. You are responsible for reviewing the Terms each time you order products from us. You will be required to accept the then-current version of the Terms each time you submit an order for products.

23. Miscellaneous

The Terms constitute the entire agreement and understanding between Wallbox and you and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Except as set forth in Section 22, no amendment, modification, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by you and an authorized representative of Wallbox. The unenforceability of any provision or provisions of these Terms shall not render unenforceable or impair its remainder. If any provision of these Terms is deemed invalid or unenforceable in whole or in part, the Terms shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render them valid, enforceable, and, insofar as possible, consistent with the original intent of the parties. The headings in these Terms are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of the Terms. Wallbox may assign its rights under these Terms to any successor in interest. You may not assign your rights or obligations under the Terms without Wallbox's advance written permission. These Terms will be binding upon, and inure to the benefit of Wallbox, and its successors and assigns, and you and your permitted heirs, representatives, successors, and assigns.