

## **GENERAL TERMS AND CONDITIONS OF WALLBOX**

### **1. THE SERVICE AND ITS PROPRIETOR**

WALL BOX CHARGERS, S.L. (hereinafter “**WALLBOX**”) is a company with Tax Id. Number B66542903, registered office at Paseo Castellana, nº 95, 28046, Madrid, Spain, and email address [sales@wallbox.com](mailto:sales@wallbox.com), duly registered in the Companies Register of Barcelona, Volume 44872, Folio 59, General Section, Sheet n. B469977, Inscription 1.

WALLBOX is the proprietor of a service aimed at operating smart devices for charging electric vehicles, which includes the devices belonging to the 'PULSAR', 'QUASAR', 'COPPER' and 'COMMANDER' families and any other charging device (hereinafter the “**Devices**”) and accessories to these Devices that it may sell (hereinafter, jointly and severally, the “**Products**”), the smart electric vehicle charging service through Devices converted into charging stations, and their energy management and monitoring (hereinafter the “**Charging Service**”), the website corresponding to the domain names [www.wallbox.com](http://www.wallbox.com), including its versions in different languages, which is used as an *e-commerce* platform for the purchase of Products (hereinafter the “**Website**”), the Wallbox mobile application (hereinafter the “**Application**”), the [mywallbox.com](http://mywallbox.com) portal (hereinafter the “**Portal**”), the support and knowledge-based website <https://support.wallbox.com> (hereinafter the “**Wallbox Academy**”) and all elements that facilitate the provision of the service, including the *front end* customer service, *call centre* and troubleshooting service, diagnostics service, assistance and spare parts, and the installation service, data storage servers, database, communication protocols and other technical facilities (hereinafter referred to jointly as the “**Services**”).

These General Terms and Conditions are binding on any person (hereinafter the “**User**”) who uses the services in any of the ways specified, including browsing on the Website. The mere use of the Service implies the User's acceptance of the General Terms and Conditions. Furthermore, in the event that the Client has purchased a Subscription Plan in accordance with the terms below, the Specific Conditions of the corresponding purchased Subscription Plan shall also apply.

### **2. DEFINITIONS**

- 2.1. User:** any natural or legal person who uses the Service by browsing on the Website, purchasing Products from the Website by means of a direct sale or authorised reseller, using the Devices to charge vehicles after purchasing an adequate Subscription Plan, or using the Application to locate charging stations and manage electrical consumption and financial expenditure related to charging.
- 2.2. Client:** a User that enters into an agreement to purchase the corresponding Subscription Plan for the Charging Service for vehicles or the use of the Application, whether for his/her own use or for the use of multiple Charging Service Users, in a limited extent authorised by the Client himself/herself, or in a public manner in exchange of the payment of a certain fee.
- 2.3. Charging Service User:** a User who, after having created a “myWallbox” Account, uses the Charging Service by means of the Devices, whether owned by him/her or owned by a third party who has authorised said use or who authorises the public use of the Device, in exchange for the payment of a certain fee, for the electrically charging of the vehicle and for carrying out its smart management via the Application.

- 2.4. **Devices:** the charging devices manufactured and marketed by WALLBOX via its Website, direct sales or authorised resellers, which includes chargers and smart charging stations for electric vehicles, and any other devices and charging stations that may be developed and marketed in the future, which are purchased by Clients and used in accordance with the corresponding purchased Subscription Plan.
- 2.5. **Accessories:** the additional products and services to Devices that WALLBOX makes available to its Clients via the Website, direct sales or authorised resellers, including installation services, charging conduits and cables, and connectivity solutions, and any other accessories that may be developed and marketed.
- 2.6. **Products:** all Devices and Accessories made available by WALLBOX to its Clients via the Website, direct sales or authorised resellers.
- 2.7. **Website:** the most recent version of the website corresponding to the domain name [www.wallbox.com](http://www.wallbox.com), including all its versions in the languages used by WALLBOX.
- 2.8. **Application:** the most recent version of the application for WALLBOX's mobile devices, available in app stores, for their use by Clients and Charging Service Users, and that offers solutions regarding the management of Devices, recharging and autonomy of the electric vehicle and management and control of electric consumption and charging schedules, among others. After having created an Account, the Application allows the Client to manage the Devices, enabling him/her to add or delete Devices, organise them, monitor the charges in real time and customize the charging settings.
- 2.9. **Portal:** the Client's personalised Internet site made available by WALLBOX for the smart management of the charging service. After having created an Account, the Portal allows the Client to manage his/her Devices, enabling to add or delete Devices, organise them, monitor the charges in real time and customize the charging settings. The Portal also displays general statistics regarding the use of the Charging Service, both individually and, depending on the purchased Subscription Plan, for groups of Charging Service Users. Furthermore, in accordance with the purchased Subscription Plan, the Portal enables the management and organisation of multiple Charging Service Users, inviting new Charging Service Users and assigning them to subgroups. Where applicable, the Portal also enables the management of payments made for Devices by the Client and the management of transactions made for charges via the Devices.
- 2.10. **Account:** the 'myWallbox' user account, which Clients and Charging Service Users must create in order to use the Portal and Charging Service, including the use of Devices and the Application, whose creation may be carried out via the Portal or the Application.
- 2.11. **Connectivity:** the means of connection to Devices made available to Clients for the electrical charge of vehicles. WALLBOX also allows you to connect to Devices both offline, using Bluetooth, and online, using Ethernet, Wi-Fi and 3G/4G networks. Users can connect via the Application, from the Clients' section.
- 2.12. **Subscription Plan:** the modality of use of the Charging Service purchased by the Client for the usage and management of the Devices and the Application. WALLBOX has different Subscription Plans for its Clients, which provide access to different functionalities and characteristics depending on the particular purchased modality.

When purchasing the Charging Service, all Clients benefit of the Basic Subscription Plan and the corresponding features thereof, without prejudice to the possibility of purchasing other specific Subscription Plans with additional features.

The Basic Subscription Plan offers the Clients the following features:

- Group management of multiple Charging Users, limited to up to two Devices and five Charging Users.
- Power boost: dynamic adjustment of electric current according to the consumption made by the Charging Users.
- Power sharing: possibility of connecting multiple Devices to the network and distribution of the available electric current.
- Mobile connectivity: 3G/4G connectivity via a configurable SIM card.
- Information and management in real time: access from any Device for the obtaining of information on consumption, charging time, energy cost of the Device and active charging sessions.
- Download, at any time, of information on energy consumption, costs, active charging sessions and historical data.
- Remote configuration: possibility of setting the charging electric current according to the needs of the Client and possibility of blocking and unblocking Devices in order to avoid any misuse.

WALLBOX reserves the right to modify at any time the conditions, functionalities and characteristics of the Basic Subscription Plan, as well as any of the available specific Subscription Plans, without prejudice to its obligation of informing the Client for his/her knowledge and prior acceptance, so that said modifications may be applicable to him/her.

- 2.13. Subscription Fee:** the fee to be paid by the Client for using the Charging Service related to the purchased Subscription Plan, which allows the Client to use the Charging Service in accordance with specific payment terms and remuneration. Payments shall be made by the Client to WALLBOX in accordance with the purchased Subscription Plan. When a Subscription Plan is purchased, the Client may choose to make payments monthly, yearly or with any other frequency or by means of any payment method that WALLBOX may offer. The Subscription Fee invoice shall be issued automatically for each new Device added to the "myWallbox" Account, and the total amount shall be calculated based on the number of Devices purchased.
- 2.14. Public Charging:** the charge made by any Charging Service User, prior identification by the system in place, via the Devices purchased by the Client pursuant to a Subscription Plan that contains this functionality. By means of this system, the Client can monetise his/her public access Devices, by receiving from the amount paid by the Charging Service User, determined according to the Charging Fee set up by the Client, the part resulting from the application of the distribution criterion set with WALLBOX.
- 2.15. Charging Fee:** the fee applied to determine the amount to be paid by the Charging Service User in the cases of Public Charging, and that can be established according to different parameters (among others, a variable price per hour of charge and/or per energy consumed, or a flat price per charging session).

### **3. USER REGISTRATION**

- 3.1.** Access to certain elements of the Service shall require the prior creation by the User and Client of a 'myWallbox' Account, where these General Terms and Conditions shall be

expressly accepted. By creating an Account, the Client shall benefit from functions regarding the smart management of charging electric vehicles using a purchased Device or the management of multiple Devices and Charging Service Users, in accordance with the purchased Subscription Plan offered by WALLBOX.

- 3.2.** For the creation of an Account, the Client shall fill in the relevant forms available on the Portal or the Application, and expressly accept these General Terms and Conditions and WALLBOX's Privacy Policy. The information provided by the Client must be accurate, truthful, current and complete, and the Client is responsible for updating this information. The Client guarantees that all information provided to WALLBOX is true, complete and accurate, and that said information is current and correct at all times. The Client must notify any changes regarding the provided information and WALLBOX shall deem it correct until it has been changed.
- 3.3.** The Client is responsible for protecting his/her password, and shall be liable for any damage or prejudice that may result from the misuse, transfer, disclosure or loss of said password. Access to restricted areas or limited access and/or use of services via a User profile shall be carried out by the User who owns that profile, who shall be responsible in any event for such access and use.
- 3.4.** The Client may authorise, from his/her 'myWallbox' Account, the Charging Service Users that he/she decides may use the Charging Service, and shall create the sub-accounts for these Charging Service Users for this purpose. For all intents and purposes, these persons shall be considered Charging Service Users, and shall use the Charging Service in full compliance with these General Terms and Conditions. By adding these Charging Service Users, the Client undertakes to submit all authorised persons to these General Terms and Conditions, and he/she shall be liable for their compliance with said Terms and Conditions.
- 3.5.** Depending on the purchased Subscription Plan, the Client shall provide the Devices to certain Charging Service Users so that they can charge their vehicles via their own 'myWallbox' Accounts.
- 3.6.** In exchange, the Client shall receive a commission calculated considering the charge configured and carried out by Charging Service Users, who shall pay the Client for using the Charging Service, in accordance with the economic terms, conditions and fees established by the Client in his/her 'myWallbox' Account. Pursuant to the purchased Subscription Plan, the Client may manage the use of the Charging Service via his/her Device network from his/her 'myWallbox' Account.
- 3.7.** Users, Clients and Charging Service Users shall be liable for their own use of the Service and they undertake to use correctly and appropriately the Service and/or any of its components and/or elements. By way of example, the User, Client and Charging Service End User undertake not to use the Service to introduce computer-based viruses, not to usurp accounts or data of other users, and, ultimately, not to conduct any activities that are illicit, illegal or against public policy and good faith, otherwise they may be banned from accessing the Service.
- 3.8.** Similarly, Users, Clients and Charging Service Users undertake to comply with the provisions of these General Terms and Conditions and other notices, usage regulations and instructions offered to or accessible by them.

- 3.9.** The persons who do not have the required legal capacity to enter into agreements cannot subscribe to the Service, and can only use it with the authorization and under the full responsibility of a User –who has entered into the corresponding agreement– who holds the parental authority or legal guardianship of the person who doesn't have the required legal capacity. WALLBOX shall not be liable under any circumstances whatsoever of any damages arising from the use of the Service by underage persons or by persons that do not have the required legal capacity to enter into agreements.

#### **4. USE OF THE CHARGING SERVICE**

##### **4.1. Features of the Service**

- 4.1.1.** The Users can use the Charging Service by means of the Devices they have access to, and in each case, pursuant to the conditions established by the person who manages such Devices. The Devices are designed to collect data and information aimed to optimize the management of the electric charging by the Users of the Service, but only Users registered pursuant to these General Terms and Conditions may benefit from the smart charging management system.

- 4.1.2.** In order to improve the Service, WALLBOX may unilaterally change at any time and without notice any component and/or element of the Service, or its operation, technical and use conditions. Likewise, in order to improve the Service the Users may suggest WALLBOX any changes that they deem useful, as well as to obtain any additional information or solve their doubts, complaints or suggestions, by contacting WALLBOX at the email address indicated in the header of these General Terms and Conditions, albeit this does not imply any obligation for WALLBOX.

##### **4.2. Accessing the Charging Service via the Application and Portal**

- 4.2.1.** WALLBOX shall provide Clients with the Application for accessing and using the Charging Service on smartphones, tablets, smart watches and any other mobile device (hereinafter '**Mobile Devices**'). The Application shall be available for download in the version for Android and iOS systems via the corresponding app store that provides information about the Charging Service by including a description, functionalities and characteristics of the Application and other technical requirements necessary for its installation and use.

- 4.2.2.** Once downloaded via the Application or Portal and, where applicable, with the corresponding purchased Device, the User may register and create his/her 'myWallbox' Account, under any of the Subscription Plans offered by WALLBOX and following the provided instructions, which shall enable access to the Charging Services requiring prior registration.

##### **4.3. Purchasing the Charging Service**

- 4.3.1.** The Charging Service shall be provided in accordance with the Agreement(s) concluded between the Client and WALLBOX, and pursuant to these General Terms and Conditions and economic terms and conditions of the purchased Subscription Plan. The Agreement shall be concluded with the acceptance and payment of the corresponding Subscription Plan. Under the Agreement, the Client is provided with a licence for using the Charging Service in accordance with the corresponding purchased Subscription Plan, which shall be governed by these General Terms and Conditions.

**4.3.2.** WALLBOX may carry out solvency and credit checks on the Client within the limits specified by law, and may not enter into the Agreement or, where appropriate, may establish specific terms and conditions for this particular Client.

#### **4.4. Cancellation of the Subscription Plan**

**4.4.1.** WALLBOX may cancel a Subscription Plan with immediate effect if: a) the Client does not pay the price corresponding to the purchased Subscription Plan after several attempts, or does not comply with a payment obligation; b) the Client declares bankruptcy, insolvency, dissolution or liquidation; c) any of the charging stations are damaged.

#### **4.5. Public Charging**

**4.5.1.** By means of the purchased Subscription Plan that includes this option, WALLBOX offers its Clients the provision and management of a Charging Service via a network of public charging Devices, which are free to access and do not require authorisation of the Client, for any Charging Service Users that have an active 'myWallbox' Account. By means of the Public Charging system, the Client may receive payment or monetise the charges completed by Charging Service Users through the network of Devices managed by the Client that offer such Public Charging.

**4.5.2.** The Client may configure the following Devices so that they offer the Public Charging system: COMMANDER 2, COPPER S, COPPER SB and COPPER C, and any other Devices that may be developed and provide this public access system.

**4.5.3.** Client may set up the payment and the public use of his/her Devices, including the energy cost and the Charging Fee. The Charging Service User shall pay for each charge, whether by means of the pre-paid modality or –in the event the Client has subscribed to the list of Charging Service Users that have this option enabled– in a cumulative way with a certain frequency established by WALLBOX. The payment method applied in each case shall be communicated to the Charging Service User before carrying out the charge. Payment shall be made via the Application itself or any other means of payment that WALLBOX may determine.

**4.5.4.** The Client shall receive, for each effective charge, the total sum paid by the Charging Service User, less the amount of a commission consisting of a percentage of the total price paid by the Charging Service User plus a fixed amount set up by WALLBOX.

**4.5.5.** As far as possible, WALLBOX shall establish a unit percentage of ten percent (10%) of the total price paid, although this percentage may be increased, depending on the means of payment used, by application of the conditions established by the payment gateway service holder, in which case WALLBOX states that it cannot control nor shall it be responsible for the percentage increase above said ten percent (10%). The Client is aware of and expressly accepts that this condition is established by the holder of the payment gateway service and will keep WALLBOX harmless from any claims arising from this matter.

**4.5.6.** WALLBOX does not offer any guarantee regarding the provision of a Public Charging network supplied by the Client, nor its sound functioning or availability. The use of Devices shall be submitted to these General Terms and Conditions and the terms and conditions established by the Client.

**4.5.7.** The Client may request and obtain an upgrade or a downgrade of the features corresponding to the purchased Subscription Plan, so that they enable him/her to use the specific functionalities of each Subscription Plan. An upgrade of a Subscription Plan will entail an increase of purchased features, such as the possibility to open a Device in order to make it available for Public Charging. In the event of a reduction in the Subscription Plan, the purchased features will be restricted, in which case the Client may not be in breach of any of the limitations applied, such as, for example, in terms of the number of Users and Devices added to his/her "mywallbox" Account.

#### **4.6. Prices, invoicing and payments**

**4.6.1.** The Client shall pay the amounts corresponding to each Subscription Plan purchased from WALLBOX, in accordance with the established fees. WALLBOX shall invoice each Client in accordance with the agreed fees.

**4.6.2.** Any complaints about the invoices issued for the purchased Subscription Plan must be sent to WALLBOX at the following email address: [service@wallbox.com](mailto:service@wallbox.com).

#### **4.7. Illegal use of the Charging Service**

**4.7.1.** Clients undertake to not use the Charging Service for illegal purposes that are contrary to the provisions of the General Terms and Conditions, detrimental to the rights and interests of WALLBOX or third parties, or that may, in any way, damage or deteriorate the image or reputation of WALLBOX, or prevent the normal use or benefit of the Charging Service.

**4.7.2.** The Client may only use the Charging Service for personal purposes and in accordance with the scope specified in these General Terms and Conditions. The Client shall not carry out any activity that may cause harm to the Service and/or its operation and development. In addition to the above, in particular, but without limitation to, the Client shall not use the Charging Service:

- to harass or disturb other persons and/or violate their privacy;
- to impersonate other users or third parties;
- to spy on other users or third parties;
- to disclose to third parties the location of other users;
- to diminish the reputation, image and honour of other users or third parties; or
- for advertising purposes, in order to promote its own or third-party products, services, or activities, without obtaining prior express authorisation from WALLBOX.

**4.7.3.** The Client is not permitted to fully or partially transfer its rights and obligations pursuant to these General Terms and Conditions without the prior and express written authorisation of WALLBOX.

**4.7.4.** WALLBOX reserves the right to block access to or even delete the Client's Account, and take any necessary legal action if the Client breaches the provisions of these General Terms and Conditions.

#### **5. BUY ON WALLBOX**

## **5.1. Purchase via the Website**

- 5.1.1.** The purchase procedure will require the prior registration of the User by means of his/her e-mail. The formalisation of the purchase of the Products via the Website entails the acceptance of the sale conditions and the characteristics of the Products stipulated in these General Terms and Conditions.
- 5.1.2.** Sales are aimed exclusively at Users over 16 years old with full capacity to enter into an agreement. Participation in the purchase of the Products is strictly forbidden for those Users who do not comply with this requirement.
- 5.1.3.** The prices of the Products published on the Website shall be the selling prices to the final public, and shall be valid for the duration of their publication. The prices shall be expressed in Euros (€) or in the local currency applicable to the place of purchase, and include the corresponding applicable indirect taxes, unless a different tax is required by law.
- 5.1.4.** Any formalised purchase order will be understood as the acceptance of the price and characteristics of the Product available for its sale. WALLBOX undertakes to send and make available to the Client the Product whose purchase is ordered, in accordance with its availability in stock. In the event the Product whose purchase had been formalised is unavailable, WALLBOX undertakes to notify the User as soon as possible of its unavailability and to cancel the order and immediately reimburse the corresponding payment.

## **5.2. Payment via the Website**

- 5.2.1.** WALLBOX will only accept the following means of payment: credit or debit card or PayPal, for whose purpose the Client's payment details will be requested. The use of data and payment instruments owned by third parties is not permitted.
- 5.2.2.** WALLBOX implements the necessary technical and organisational security measures to guarantee the confidentiality and security of the data required for payment transmitted via the Website or the Application, and makes use of a secure payment system (SSL, "Secure Socket Layer").
- 5.2.3.** Once the payment has been made and confirmed, the Website will show the Client a confirmation that the purchase process has been successfully completed. The Client will also receive a confirmation e-mail once his/her order has been sent, indicating the expected delivery date.

## **5.3. Deliveries and shipments**

- 5.3.1.** For territories where online shipping is offered by WALLBOX, the cost of shipping is included in the price of the Products published in the store. WALLBOX ships Products in the following territories: Spain, Germany, Austria, Belgium, Denmark, France, Italy, Luxembourg, Norway, the Netherlands, Portugal, United Kingdom, as well as in any other countries that WALLBOX may establish.
- 5.3.2.** In the event the Client does not reside in any of the aforementioned territories, he/she must contact WALLBOX in order to establish the possibilities of shipping the Products to his/her place of residence.



- 5.3.3. The Products are delivered ExWorks, unless otherwise agreed. The shipment, transport, export and import of the Products shall be at the expense of the Client. WALLBOX may deliver the purchase order within an estimated period of seven (7) business days after the date of receipt of payment, except in cases of force majeure. Deliveries shall be made on working days, from Monday to Saturday, WALLBOX being solely responsible for the means of delivery offered on the Website. Said delivery period is illustrative and shall not be considered as an expiration period, not being WALLBOX held liable for any delivery made within or outside of the period of time with a reasonable difference in relation to the communicated delivery date.
- 5.3.4. The Client shall provide all necessary cooperation in connection with the delivery of the Products. The Client is liable at all times for ensuring that the Products are in good condition upon their delivery, and their reception shall be certified by the Client's signature. If the Client detects any sign of opening or any breach of the inviolability of its shipment, he/she must consider the goods as not having been received and contact WALLBOX immediately.
- 5.3.5. The Client shall notify WALLBOX in writing of any failure regarding the delivery of the Products, and WALLBOX shall have a period of thirty (30) days to complete the delivery. Once this period has elapsed, the Client may terminate the purchase agreement of the Products.
- 5.3.6. If the production of the Products by WALLBOX is limited for any reason, WALLBOX may, at its own discretion, distribute the Products available among the Clients at its own discretion.

#### **5.4. Performance Guarantee and Defective Products**

- 5.4.1. The Devices and Accessories commercialised by WALLBOX have a two-year guarantee period. The guarantee includes coverage for repair and damage to the Devices and Accessories and any of their elements and/or components, due to manufacturing or assembly faults or to their malfunctioning.
- 5.4.2. The guarantee will be understood to be in force from the moment the Devices are installed, or from the moment the Accessories are received by the User. Installation shall be deemed to have taken place when the User actually obtains the Device or Accessory, or when it is actually installed by the certified installation technician if so requested on the Website, designated for this purpose by WALLBOX. The Client must prove the existence of manufacturing or assembly faults or defective operation of the Devices or Accessories within six (6) months since the date of their installation.
- 5.4.3. Any malfunctions and/or breakdowns which may occur as a result of defective installation, under the terms of this clause, shall not be understood to be covered by the guarantee. Likewise, any malfunction or breakdown of the Devices or Accessories and/or their elements and/or components that may occur as a consequence of the deficiencies in the electrical installation served by the Client is excluded from coverage.
- 5.4.4. Any exception to the coverage of the guarantees must be notified to and authorised by WALLBOX, by means of a notification sent to the email address [service@wallbox.com](mailto:service@wallbox.com).

#### **5.5. Right of withdrawal: return, replacement and refund**

- 5.5.1.** The Client is obliged to examine the purchased Product immediately upon receipt. The Client shall have a period of fourteen (14) calendar days from the date of actual receipt to withdraw from the agreement and return the Product, without having to justify the reasons for doing so, and to exchange them for another Product commercialized by WALLBOX. After verifying that the Product for which the User has requested the return is in perfect condition, WALLBOX shall make the refund by means of the same method of payment as the used for its purchase. The following amounts shall be deducted from the total amount: (i) shipping costs and (ii) labour costs of the qualified installer for the removal of the Device. The deducted amount may not exceed twenty percent (20%) of the selling price. In the event the User has purchased the Product from a distributor other than WALLBOX, he/she must contact said distributor for the management of the return, replacement and refund.
- 5.5.2.** In the event of replacement of any Product purchased directly from WALLBOX, motivated by the Client, WALLBOX shall order the replacement and shipment of the new Product within a maximum period of fourteen (14) calendar days from the date of receipt of the Product delivered by the Client for return. The new Product shall be shipped using the transport service used for the initial purchase. In the event that the new Product has a higher price than that Product initially ordered, the Client shall pay the difference through the means of payment indicated by the WALLBOX customer service department. In the event that the new Product has a lower price, WALLBOX shall proceed to reimburse the Client via the means of payment used in the initial purchase within a maximum period of fourteen (14) calendar days from the date of receipt of the Product to be replaced. In the event that the User has purchased the Product from a distributor other than WALLBOX, the User must contact said distributor for the management of the return, replacement and reimbursement.
- 5.5.3.** Changes, returns and replacements of Products must be requested by the Client, who must contact the WALLBOX customer service department in writing at [service@wallbox.com](mailto:service@wallbox.com). In the event that the User has purchased the Product from a distributor/vendor other than WALLBOX, it is necessary to contact said distributor/vendor for the management of the return, replacement and refund.
- 5.5.4.** Changes, returns and replacements of Products shall be made through the goods transport services contracted by WALLBOX, used for the initial shipment made to the Client. WALLBOX shall not be liable for any loss, theft, robbery, damage and/or deterioration of the Products in the event that the Client contracts a goods transport service other than the one hired by WALLBOX. Likewise, in such cases, WALLBOX shall reserve the option of not reimbursing the price of the Product, or of returning the Product requested for replacement. In the event that the user has purchased the Product from a distributor/vendor other than WALLBOX, he must contact the said distributor/vendor to arrange for the return, replacement and refund.
- 5.5.5.** The Products must be returned by the Client in perfect condition, brand new and unused, and in their original packaging. WALLBOX reserves the right not to accept the return or replacement of the Product if these return conditions are not met. If a Product has been used or put into service, is damaged or has been resold, the Client may not claim reimbursement of the purchase price.
- 5.5.6.** Only in the case of Products purchased directly from WALLBOX, and if WALLBOX considers that the Product is suitable for return in accordance with the above-mentioned conditions, WALLBOX shall reimburse the Client the amount of the purchase within a

maximum period of fourteen (14) calendar days in accordance with the Client's right of withdrawal, commencing on the date of receipt of the return request communicated by the Client. The refund shall be made using the same payment method used by the User when purchasing the Product directly from WALLBOX. The amount of the reimbursement shall be reduced by the amounts corresponding to the return shipping costs and, where applicable, the labour costs set forth in Clause 5.5.3.

**5.5.7.** Only for those Products purchased directly from WALLBOX, where, in addition to the Device, its installation has been hired with WALLBOX, and only in the event of requesting the return or replacement of the Product for being defective, the costs of such procedures shall be free of charge for the Client. In the event of replacement, WALLBOX shall deliver a replacement Product which is also guaranteed. Replacement does not entail an extension of the two-year guarantee period, which in any case shall be calculated from the date of the effective purchase of the initial Product.

**5.5.8.** By way of illustration and without limitation, WALLBOX shall not accept the return or replacement of the Product in the following cases:

- Due to damages and defects produced as a result of improper use of the Product.
- Due to damages and defects caused by the exposure of the Product to environmental conditions unsuitable for its use.
- Due to damages and defects caused by incorrect installation by installers who have not been expressly authorized by WALLBOX.
- Due to damages caused by vandalism, bad weather or damages to the User's own electricity supply.

## **5.6. Activation of Devices and charging points**

**5.6.1.** Once the installation of the Devices has been completed, the Client will register them via the Portal or the Application, by accessing them with his/her registered "myWallbox" Account. The Client must use the activated charging point in accordance with the WALLBOX instructions for use and must refrain from any unauthorised use.

**5.6.2.** WALLBOX shall be entitled to withdraw any registered charging point, or to block or cancel access to the Charging Service: if the Client has not paid the price of the corresponding Subscription Plan; if the Client goes into insolvency, dissolution or liquidation proceedings; if the Client has caused damages to the charging point; or if WALLBOX detects any improper or fraudulent use of the Charging Service.

**5.6.3.** Any damage, defect or irregularity regarding the charging point shall be notified by the Client to WALLBOX as soon as possible by sending an email at [service@wallbox.com](mailto:service@wallbox.com).

## **5.7. Liability for the sale of Products via the Website**

**5.7.1.** WALLBOX shall not be held liable for the minimum differences or inaccuracies that the Client may perceive in relation to the Products, with respect to the presentation published on the Website, particularly due to problems regarding the display of the Website, the quality of the photographic reproductions, incidents in the browser used by the Client, or similar. WALLBOX ensures that applies all the necessary measures to provide the User with a faithful image of the commercialized Products.

- 5.7.2. WALLBOX shall act with the greatest possible diligence in order to make the commercialized Products available to the company responsible for transport or shipment. WALLBOX shall not be liable for any incidents or damages arising from transport or shipment, such as, but not limited to, strikes, retentions or accidents during transport or shipment, that could lead to the delay, loss or theft of the Product selected by the Client.
- 5.7.3. WALLBOX makes every effort to ensure that the selection, payment and shipment process is carried out on the Website. However, WALLBOX shall not be liable for the occurrence of fortuitous causes, force majeure, maintenance of the Website, or other non-attributable reasons of a similar nature that prevent the normal functioning of the Website.
- 5.7.4. WALLBOX shall not be liable for the use or deterioration or wear of the Products due to their use by Clients. Nor shall it be liable to Clients for the return of Products that are not commercialized via the Website.

#### **5.8. Reservation of rights**

- 5.8.1. WALLBOX reserves the right not to accept, without giving a reason, orders requested by Clients. Likewise, it reserves the right to reject any order placed by Clients with whom there are previous conflicts regarding payment of the price of the Products.
- 5.8.2. WALLBOX may at any time modify the prices of the Products by publishing such modified prices on the Website. In any case, the purchase price of the Products shall correspond to the one published at the time of selection and confirmation of the transaction by the Client.
- 5.8.3. WALLBOX reserves the right to verify the personal data provided by the Client, as well as to take the measures it deems necessary in order to verify that the Client corresponds to the holder of the documents, cards and other means of payment used. The verification may consist of requesting proof of the User's identity, address and/or bank documents. If the Client does not respond to this type of request within two (2) days following the request, the purchase request will be automatically cancelled, without the possibility of a claim.
- 5.8.4. WALLBOX shall be entitled to cancel the registration of those Clients who may be misusing or abusing of the Website, or who may be committing fraudulent acts or harming other Users. WALLBOX declares that has implemented the necessary mechanisms and technological support to detect any possible fraudulent, anomalous or fraudulent action that may attempt to alter the normal functioning of the Website.
- 5.8.5. WALLBOX reserves the right to amend these General Terms and Conditions at any time and without prior notice, and it is the responsibility of the User to read them each time he/she contracts and/or uses the services provided via the Website. In any case, before accepting the purchase procedure, the User must accept the General Terms and Conditions in force at that time, always having access to them prior to the purchase.

#### **5.9. Contents**

- 5.9.1. The information, content and data of any kind published on the pages of the Website, the Application and the WALLBOX promotional campaigns are reviewed before publication. WALLBOX declares that it is not possible to guarantee that the contents are absolutely

free of errors, composition defects and equivalent problems, and therefore WALLBOX recommends that Users pay the utmost attention to possible updates or corrections incorporated into the Website and/or the Application, as well as to confirm the data that is of essential interest, and that in no case should they adopt decisions based solely or especially on the information or promotional campaigns published on third parties' websites.

- 5.9.2. All information published by WALLBOX in any advertising medium, whether its own or owned by third parties, and especially in banners, email communications or any other electronic medium with typographical errors, shall be of no value, and in case of doubt it is recommended that Users confirm the commercial data through WALLBOX's personal channels.

## **6. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 6.1. The Service, the Charging Service, the Website, the Portal, the Application and the Devices, as well as all the components and/or elements integrated or that are a part of them, including but not limited to, devices, technologies, source code, designs, texts, trademarks, logos and images, are protected by intellectual and industrial property rights. WALLBOX is the owner and right holder of the relevant intellectual and industrial property rights and/or has obtained for their use the relevant authorizations or permits from the third parties that are the owners thereof. WALLBOX expressly reserves such exclusive rights, which shall not be used or exploited in any way whatsoever that implies a violation of the Spanish, EU or international intellectual and/or industrial property laws, without WALLBOX's prior express authorization.
- 6.2. WALLBOX shall also be the owner of the industrial and intellectual property rights in any amendments or improvements to the Service, or to its components and/or elements, as a result of the use experience of the Service, including those that arise from suggestions and/or comments made by the Users.
- 6.3. The User must refrain from eluding any measure or device implemented to guarantee the intellectual and industrial property rights of the Service and/or any of its components and/or elements.

## **7. [PRIVACY POLICY](#)**

## **8. SECURITY OF THE SERVICE**

- 8.1. WALLBOX undertakes to implement in the Service as a whole any appropriate and sufficient technical and operative measures required to guarantee the security of the User's personal data, ensuring their confidentiality and preventing their tampering, impairment or loss.
- 8.2. WALLBOX is under no obligation to verify the presence of viruses, worms or any other computer element that could be harmful, or destructive or damaging. It is the responsibility of the User to arrange or implement in the devices used for the access and use of the Service (computers and Mobile Devices) the relevant tools for the detection, protection and removal of malware or any harmful computer program. Therefore, WALLBOX is not liable for the damages caused to the Users' or third parties' equipment for the use of the Service.

**9. [COOKIES POLICY](#)**

**10. SENDING CONFIDENTIAL INFORMATION THROUGH THE SERVICE**

- 10.1.** Any information sent by the User through the Service shall be treated with the due confidentiality and respect. That notwithstanding, WALLBOX can delete such information if it is deemed offensive or inappropriate, as well as allow the competent Courts and Authorities to access such information whether required, provided such access complies with the laws in force.

**11. TECHNOLOGICAL LIMITATIONS**

- 11.1.** Eventually, the Service may be temporarily disrupted due to maintenance works. Likewise, WALLBOX warns that, in addition to the aforesaid disruptions, there are many elements that can affect the operation of the Service, such as, but not limited to, environmental conditions, network overload, connectivity, third parties' software, etc.

**12. LINKS TO THE SERVICE FROM THIRD PARTIES' WEBSITES**

- 12.1.** Links may be included in third parties' websites or applications that direct to contents in the Website, provided it is obvious that they link to a different website. Under no circumstance must these links to the Website be inserted in a website or application that has illegal or unlawful contents, or goes against good faith. Such links are not allowed either in websites or applications with strong sexual contents or with violence. Likewise, and by way of example, links must not be inserted in websites or applications with xenophobic, discriminatory or pornographic contents or offensive against human dignity.

**13. DISCLAIMERS**

- 13.1.** WALLBOX is not liable for decisions taken by the Users as a result of the information offered by the Service, regardless of its origin, nor for the damage caused to the Users or third parties by the use of the Service.
- 13.2.** WALLBOX is not liable either for the speed, browsing quality and use of and access to the Service by the User, which depends from the technical conditions purchased by the User with its access provider. Therefore WALLBOX shall not be liable for the impossibility, suspension or cancellation of the access to the Service or connection issues in the network used to access the Service and disruptions due to third parties. WALLBOX is not liable either for the continuity and availability of the Service when it cannot be guaranteed for reasons beyond WALLBOX control.

**14. ENTRY INTO FORCE, DURATION AND AMENDMENT OF THE GENERAL TERMS AND CONDITIONS**

- 14.1.** These General Terms and Conditions will be in force as long as the User keeps his/her "mywallbox" Account active and/or makes use of the Service through the Basic Subscription Plan.

**14.2.** Nevertheless, WALLBOX reserves the right to amend these General Terms and Conditions applicable to the use of the Service at any time, that shall be in force and applicable from the moment of their publication.

**14.3.** Shall be the User's responsibility the reading and revision of the General Terms and Conditions every time he/she purchases and/or uses the services provided via the Website, the Portal or the App. The access and/or use of the Service via the Website, the Portal or the App, entails that the User accepts the General Terms and Conditions that are in force at any time, having always access to them.

## **15. WRITTEN COMMUNICATIONS**

**15.1.** By accepting these General Terms and Conditions, the User accepts that most of the communications with WALLBOX will be electronic. WALLBOX will contact the User by electronic mail or by displaying notices in the Service. The User accepts the use of these electronic means of communication and acknowledges that any notice, information and other communications electronically sent by WALLBOX comply with the statutory requirement of being in writing.

## **16. APPLICABLE LAWS AND JURISDICTION**

**16.1.** These General Terms and Conditions shall be governed by the laws of Spain without prejudice to the consumers and user's protection laws that could result applicable.

**16.2.** In the event of any dispute arising from the provision of the Service, the parties expressly waive their right to any other venue or jurisdiction to which they could be entitled and agree to submit to the Courts of Barcelona, Spain.

## **17. USER SERVICE**

If the User wants to contact with the customer service, he/she can use the following means:

E-mail: [service@wallbox.com](mailto:service@wallbox.com)

Phone number: + 34 930 18 16 68