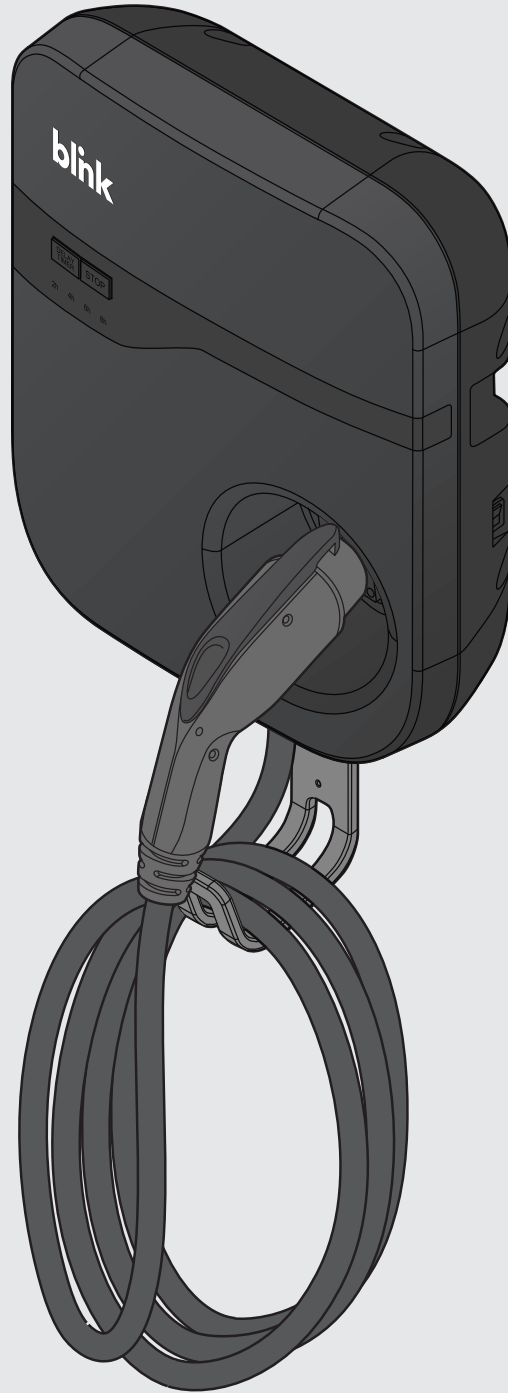


Limited Warranty

Blink HQ Charger



Charge on.

blink[®]
a CarCharging Company

Blink HQ Limited Warranty

1. GENERAL TERM

- 1.1. Subject to the provisions of this Limited Warranty, Blink Network, LLC ("Blink") warrants and represents that the Equipment (as defined in Paragraph 1.2) will conform to our specifications in all material respects and that the Equipment will be free from material defects in materials and workmanship during the Limited Warranty Period (as defined in Paragraph 1.3).
- 1.2. This Limited Warranty applies to the original purchase by Customer of Blink HQ Level 2 AC Residential Charging Equipment (the "Equipment"). The warranties set forth herein are non-transferrable.
- 1.3. The Effective Period of this Limited Warranty will end 12 months from the date of purchase by Customer (the "Limited Warranty Period"). The Limited Warranty Period may be extended by separate purchase of an extension and terms of such extension shall be provided at that time.

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 within the applicable Limited Warranty Period, then:
 - a. The Customer shall notify Blink within ten (10) days of the problem by contacting Blink's Maintenance Hotline at: 1-888-998-BLINK.
 - b. Blink will, at its option, either: (1) resolve the problem over the telephone, or (2) provide return authorization and shipping instructions to Customer. Any defective Equipment will be repaired or replaced, at Blink's option, at no charge to Customer for parts or labor.
 - c. If Blink determines that the problem with the Equipment is not covered by this Limited Warranty, Customer will be billed for any necessary repair services, including labor and materials.
 - d. Unauthorized return of any Equipment, whether in or out of warranty, will be subject to a handling charge, in addition to all repair and all transportation charges.
- 2.2. If Equipment is repaired beyond effective warranty dates as described herein, or if abnormal usage had occurred, Customer shall be charged applicable rates. Customer will be advised of the estimated charges prior to repair by Blink.
- 2.3. The price of any out-of-warranty repairs payable by the Customer will be based on standard labor and parts prices in effect at the time of the repair.
- 2.4. Equipment which is repaired or replaced by Blink under this Limited Warranty will be covered under all of the provisions of this Limited Warranty for the remainder of the applicable Limited Warranty Period.

- 2.5. If the problem recurs within the Limited Warranty Period, Blink will, at its option: (1) re-perform the repair; (2) replace the Equipment pursuant to the terms of this Limited Warranty, (3) permit Customer to return the Equipment and issue a refund pursuant to the terms of this Limited Warranty, or (4) refund the amount the Customer paid for repair services.

3. EQUIPMENT MODIFICATION

Blink reserves the right to make changes or improvements to the Equipment, during subsequent production, without incurring the obligation to install such changes or improvements on previously manufactured or sold Equipment.

4. FORCE MAJEURE

Blink will not be liable if its performance under this Limited Warranty 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 material, equipment or transportation, incorrect, delayed or incomplete specifications, drawings or data supplied by Customer (collectively "Force Majeure").

5. LIMITATIONS AND QUALIFICATIONS OF LIMITED WARRANTY

- 5.1. This Limited Warranty extends only to the original purchaser of the Equipment and is in lieu of all other express or implied warranties, including those of merchantability and fitness for a particular purpose.
- 5.2. This Limited Warranty does not apply to any damage, defect of failure caused by:
 - a. Any part of the Equipment having been modified, adapted, repaired, or maintained by any person;
 - b. Storage or environmental characteristics which do not conform to the Specifications or General Care Instructions in the Instruction Manual applicable to the Equipment;
 - c. Failure to conform to the Equipment Operating Instructions in the applicable Instruction Manual;
 - d. External causes, including external electrical stress or lightning, or use in conjunction with incompatible Equipment;
 - e. Cosmetic damage;
 - f. Accidental damage, negligence, modification, mishandling, abuse or misuse; or
 - g. Force Majeure.

6. LIMITATIONS ON DAMAGES

- 6.1. THIS LIMITED WARRANTY IS THE CUSTOMER'S EXCLUSIVE WARRANTY FOR THE EQUIPMENT. BLINK SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.
- 6.2. BLINK WILL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND WILL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. 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 REFERENCED HEREIN.
- 6.3. BLINK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF BLINK HAS BEEN NOTIFIED OF THEIR POSSIBILITY.
- 6.4. THESE LIMITATIONS AND DISCLAIMERS ARE NOT MADE BY BLINK WHERE PROHIBITED BY LAW.

[END OF LIMITED WARRANTY]