



AGREEMENT TO PURCHASE CHARGERS FOR ELECTRIC VEHICLES

This Agreement to Purchase Chargers for Electric Vehicles (“**Agreement**”) is made and entered into on February 28, 2023 (the “**Effective Date**”) by and between Sonoma County (“**Customer**”) and Proterra Operating Company, Inc. (“**Proterra**”), each of them a “**Party**” and collectively, the “**Parties**”.

1. DEFINITIONS

- a. “**Charger**” means Proterra’s charging system(s) produced by Proterra to charge Customer’s electric vehicles.
- b. “**Commission(ing)**” means the process to verify the connection and functionality of the Charger following installation. Commissioning of the Chargers may only be performed by a certified Proterra employee or third-party approved by Proterra in writing.
- c. “**Contract Price**” means the total amount Customer shall pay Proterra for the Chargers as specified in the SOW.
- d. “**Delivery Date**” means the date specified for delivery of the Chargers in the SOW.
- e. “**Delivery Site**” means the location for delivery of the Chargers as specified in the SOW.
- f. “**Specifications**” means the portion of the SOW consisting of the written requirements for materials, equipment, systems, and standards for the performance of work related to the Chargers.
- g. “**SOW**” means the Statement of Work, including any modifications thereto, attached hereto as Exhibit A.

2. AGREEMENT TO PURCHASE

Customer agrees to purchase from Proterra, and Proterra agrees to sell and supply to the Customer, in accordance with the terms of this Agreement, those products and services and any related services and support as specified in this Agreement, for the total Contract Price set forth in the SOW.

3. DELIVERY, COMMISSIONING AND ACCEPTANCE

Proterra shall deliver the Chargers to the Delivery Site by the Delivery Date using Proterra’s standard methods for packaging and shipping chargers. Customer will ensure that the Delivery Site is convenient and properly prepared for delivery of the Chargers. Proterra, or a Proterra approved third-party, will Commission the Chargers at or near the Delivery Site as soon as local



construction of supporting infrastructure allows. Unless Customer notifies Proterra in writing of any failure of the Chargers to conform with the Specifications (“**Nonconforming Chargers**”), Customer will be deemed to have accepted the Chargers after fifteen (15) business days following Commissioning of the Chargers. If Proterra determines that the Chargers are Nonconforming Chargers, at its sole discretion, Proterra shall either (i) repair such Nonconforming Chargers, or (ii) replace such Nonconforming Chargers with conforming Chargers.

4. TITLE AND RISK OF LOSS OF CHARGERS

Title and risk of loss shall pass to Customer upon delivery of the Chargers to Delivery Site.

5. WARRANTIES

- a. Warranty.** The warranty for the Chargers is set forth in Exhibit B (the “**Charger Warranty**”). If Customer detects a defect in a Charger within the Charger Warranty period, the Customer shall immediately notify Proterra and Proterra or a Proterra designated third party agent, shall promptly conduct an inspection of the Charger. Proterra may determine, within its sole discretion, whether a component should be repaired or replaced. If Proterra, in its sole discretion, determines that a Charger covered by the Charger Warranty is unable to be repaired within the mutually agreed upon schedule, Proterra shall provide a replacement Charger to the Customer until the Charger can be properly repaired. Proterra shall retain ownership of any chargers replaced under the Charger Warranty.
- b. Disclaimer of Warranty.** EXCEPT AS EXPRESSLY STATED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND PROTERRA SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. CHARGER INSTALLATION BY CUSTOMER

Proterra shall provide Customer with the Proterra Installation Manual (the “**Installation Manual**”), and Customer shall install the Chargers in accordance with the Installation Manual. Customer’s failure to install the Chargers in accordance with the Installation Manual may cause the Charger Warranty to be voided and relieve Proterra of any indemnification obligations hereunder. Following Customer’s completion of installation work and prior to scheduling of a Commission date, Proterra may request information from Customer to verify the Chargers have



been installed in accordance with the Installation Manual.

7. CHANGES IN WORK

Customer may submit changes within the general scope of this Agreement, consisting of additions, deletions or other revisions, and the Contract Price and time to deliver the Chargers shall be adjusted accordingly. Customer shall submit a written Change Order to be executed by both parties that establishes the basis for any such adjustments, and the Change Order shall become a part of this Agreement.

8. SUBCONTRACTING

Proterra shall be responsible for the performance of all subcontractors that Proterra contracts with to furnish or supply services, labor, subsystems, components, or materials under this Agreement.

9. PAYMENT TERMS

Unless otherwise specified in the SOW, Proterra shall submit an invoice for the Chargers upon delivery thereof and Customer shall make payment within thirty (30) days.

10. TAXES

Customer shall be responsible for any federal, state and local sales, use, excise, ad valorem, value-added, and other similar taxes and duties ("**Taxes**") imposed on the provision of the Chargers. Proterra shall separately itemize on the applicable invoice to Customer all taxes that are Customer's responsibility and which Proterra has the legal obligation to collect. If Customer has a tax exemption, Customer must provide Proterra the exemption certification that evidences such status as required by local, state or federal law.

11. INDEMNIFICATION

Each Party ("**Indemnifying Party**") shall indemnify and defend the other Party, and its officers, directors and employees ("**Indemnified Parties**"), against any damages, liabilities, claims, actions, judgments, settlements, or fines, that are incurred by Indemnified Parties, to the extent that the same arise out of or are caused by the Indemnifying Party's material breach of this Agreement; gross negligence or willful misconduct in connection with its performance of this Agreement; or its failure to comply with any applicable federal, state or local laws.

12. TERMINATION

A Party may terminate this Agreement at any time in the event of a material breach of the other Party's obligations hereunder and such other Party's failure to cure such breach within thirty (30) days after receiving written specific notice of the breach being asserted.



13. CONFIDENTIALITY

During the performance of this Agreement, it may be necessary for either Party (the “**Discloser**”) to make confidential information (“**Confidential Information**”) available to the other Party (the “**Recipient**”). The Recipient agrees to use all such Confidential Information solely for the performance under this Agreement and to hold all such Confidential Information in confidence and not to disclose the same to any third party without the prior written consent of the Discloser, except to the extent required by law, including under the California Public Records Act. Where any third party not otherwise authorized to access Confidential Information under this Agreement makes a demand or request to the Customer for access to Confidential Information (the “**Request**”) pursuant to the California Public Records Act, the Customer agrees to promptly notify Proterra of the Request but no later than forty-eight (48) hours from receipt of the Request. The Recipient shall employ sound business practices no less diligent than those used for Recipient’s own confidential information to protect the confidence of all Confidential Information.

14. INTELLECTUAL PROPERTY

Proterra shall retain ownership of (1) any patents, (2) inventions, discoveries (whether patentable or not, and in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data, (3) copyrights, copyright registrations, and applications therefor in the United States and anywhere in the world, and (4) any other proprietary rights, in or to the technology associated with the Chargers supplied to the Customer under this Agreement (collectively, the “**Intellectual Property**”). Any modifications or alterations to Proterra’s Intellectual Property made by Proterra in the performance of this Agreement shall be owned by Proterra. Intellectual Property shall be deemed Proterra’s Confidential Information.

Proterra hereby grants to the Customer a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property solely for purposes of operation and maintenance of the Chargers supplied under this Agreement. Except as expressly provided herein, the Customer shall not, and shall not allow any third party, to use the Intellectual Property for any commercial, design, or manufacturing purpose.

15. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY



OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT PRICE.

16. GENERAL

a. Governing Law

The Agreement shall be governed by California law and the parties agree to subject themselves to the jurisdiction and process of the courts of the State of California or federal courts located in the Northern District of California as to all matters and disputes in connection with or arising under this Agreement.

b. Force Majeure

Proterra shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Proterra's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) action by any Governmental Authority; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (h) shortage of adequate power or transportation facilities (each a "**Force Majeure Event**").

c. Assignment; Change in Ownership or Control

Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Proterra. Either Party may assign any of its rights or delegate any of its obligations to any third party acquiring all or substantially all of the Party's assets or in the event that the Party goes through a merger or initial public offering. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement.

d. Waiver of Terms and Conditions



The failure of the either Party to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by a Party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

e. Amendments

This Agreement and any SOW may only be amended or modified by written agreement duly executed by Proterra and the Customer.

f. Data Ownership

Proterra and Customer shall share in ownership of all data produced by the Chargers. Proterra agrees to provide any data that may be required to satisfy the requirements of any grants or other sources of funding used to purchase the Chargers by the Customer or to the Customer for management/oversight of the charging system.

g. Entire Agreement

This Agreement constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter. These terms shall prevail over any of Customer's general terms and conditions of purchase. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

PROTERRA INC

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Director, Sonoma County Public Infrastructure
under authority granted by the Board of Supervisors

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
STATEMENT OF WORK

This Statement of Work (“SOW”) is subject to the terms of the Agreement to Purchase and Install Chargers for an Electric Vehicle between Proterra Inc (“Proterra”) and Sonoma County Transit (“Customer”) dated February 27, 2023 (the “Agreement”). Terms capitalized in this SOW but not otherwise defined have the meaning given to them in the Agreement. In the event of a conflict between the Agreement and this SOW, this SOW shall prevail.

1. **Delivery Site:** Santa Rosa, California
2. **Contract Price**
 - a. (1) Gen 3 – 1440kW Charging System with Fiber, (10) 300A single cable charging dispensers with 18-foot cables and (10) Pedestal mount cord racks, \$636,500
 - b. Commissioning: \$11,000
 - c. Sales Tax and Shipping: \$84,329
 - d. TOTAL CONTRACT PRICE: 731,829
3. **Charger Delivery Date:** No later than January 31, 2024.
4. **Charger equipment shall include:**
 - a. Power Control System (PCS)
 - b. Dispenser
 - c. Vehicle Interface:
 - i. Plug-in, a CCS Type 1 Cable
5. **Charger Specifications:**

Proterra shall design, manufacture, deliver, and provide the warranty for the following: (1) Gen 3 – 1440kW Charging System with fiber and (10) 300A single cable charging dispensers and 10 Pedestal mount cord racks as detailed in Section 2 of this agreement.



PROTERRA

EXHIBIT B

1 Products covered by this General Warranty

- Commercial product range: NB120, NB240, Slim Dispenser, Cooled Dispenser, NB POD, NB Wall, NB City.
- Industrial product range: NB Station LV, NB Station MV, NB180, Depot Dispenser.

2 Warranty Conditions and Warranty Period

The product covered by this warranty (The Product) manufactured by Power Electronics (the Seller), has a warranty period of **THREE (3) years** from the warranty starting date (as stated on annex A), against any defect which can be directly and exclusively attributed to design, workmanship or material defect, if those faults or defects are identified within the warranty period.

El producto cubierto por esta garantía (El Producto) fabricado por Power Electronics (el Vendedor), tiene un período de garantía de TRES (3) años a partir de la fecha de inicio de la garantía (como se indica en el anexo A), contra cualquier defecto que pueda atribuirse directa y atribuido exclusivamente a defectos de diseño, mano de obra o materiales, si esos fallos o defectos se identifican dentro del período de garantía.

In application of this warranty, the Seller commits to repair or replace the faulty parts, depending on the kind of fault, with new or reconditioned parts. In case of fault or defect, the Buyer shall notify the Seller in writing, by means of their Technical Service representative, of the presence of any fault or defect within 5 days from the date the Buyer knew, or should have known of the fault, or defect. Failure to notify the Seller of any fault or defect in a timely manner may result in further damage to the equipment and possible non-validity of this general warranty with respect to the faulty Product, provided, however, that this warranty shall remain valid to the extent of the Buyer's failure to notify the Seller of any fault or defect does not cause any additional material damage or defect to the Product.

En aplicación de esta garantía, el Vendedor se compromete a reparar o reemplazar las piezas defectuosas, dependiendo del tipo de fallo, con piezas nuevas o reacondicionadas. En caso de fallo o defecto, el Comprador deberá notificar por escrito al Vendedor, por medio de su representante del Servicio Técnico, la presencia de cualquier fallo o defecto dentro de los 5 días a partir de la fecha en que el Comprador conoció o debió conocer el fallo o defecto. Si no se notifica al Vendedor cualquier fallo o defecto oportunamente, se pueden producir daños adicionales en el equipo y una posible invalidez de esta garantía general con respecto al Producto defectuoso, siempre que esta garantía siga siendo válida en la medida en que el Comprador no notifique al Vendedor cualquier fallo o defecto aunque no cause ningún daño material adicional o defecto al Producto.

This warranty is transferable upon Notice to the Seller, but only for the remaining warranty period. In the event of a transfer, transferee shall be subject to the same limitations and obligations as the original purchaser. Warranty transfers with no previous communication can cause warranty void.

Esta garantía es transferible mediante Notificación al Vendedor, pero solo por el período de garantía restante. En el caso de una transferencia, el cesionario estará sujeto a las mismas limitaciones y obligaciones que el comprador original. Las transferencias de garantía sin comunicación previa pueden anular la garantía.

The Seller shall, at their discretion, forfeit all warranty rights of the Buyer if the total amount of the contract has not been achieved in accordance with the agreed conditions. The validity of this general warranty is subject to the full achievement of the total amount of the supply contract.

El Vendedor perderá, bajo su responsabilidad, perderá todos los derechos de garantía del Comprador si el importe total del contrato no se ha alcanzado de acuerdo con las condiciones acordadas. La validez de esta garantía general está sujeta al cumplimiento total del montante total del contrato de suministro.

This warranty exclusively includes the repair of defects and/or replacement of faulty parts and components on our own manufactured products under Seller's brandname.

Esta garantía incluye exclusivamente la reparación de defectos y / o el reemplazo de piezas y componentes defectuosos en nuestros propios productos fabricados bajo la marca del Vendedor.

This warranty always frees the Seller from having to answer to faults which occur after the warranty period. If the Buyer requires any support from Seller when the warranty period has expired, the Product can be repaired or replaced under quotation acceptance by either the Buyer or any other subsequent owners.

Esta garantía siempre libera al Vendedor de tener que responder a fallos que ocurran después del período de garantía. Si el Comprador requiere algún soporte del Vendedor cuando el período de garantía ha expirado, el Producto puede repararse o reemplazarse bajo la aceptación de la cotización por parte del Comprador o de cualquier otro propietario posterior.

The repair or replacement of a faulty equipment at arrival will not modify the initial date of the warranty period for the Product. In the event of replacement of defective Products or parts thereof, title to the defective Product or part shall transfer to the Seller upon delivery of the replacement Product or part to the applicable project site.

La reparación o la entrega del reemplazo de un equipo defectuoso no modificará la fecha inicial del período de garantía del Producto. En caso de reemplazo de los Productos defectuosos o o parte defectuosa, el certificado se transferirá al Vendedor al momento de la entrega en el proyecto correspondiente.

No other warranties, express or implied, are made with respect to the Products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or equipment availability. In any case, the Buyer's right to damages shall be limited to a maximum amount equal to no more than the value of the faulty or defective Products.

No se hacen otras garantías, explícitas o implícitas, con respecto a los Productos, incluidas, entre otras, cualquier garantía implícita de comerciabilidad o adecuación para un propósito particular o disponibilidad de equipos. En cualquier caso, el derecho del Comprador a daños y perjuicios se limitará a una cantidad máxima igual a no más que el valor de los Productos defectuosos o defectuosos.

The terms of this general warranty could be conditioned upon their incorporation in a contractual agreement between the Seller and the Buyer and could be subjected to modification when incorporated therein.

Los términos de esta garantía general podrían estar condicionados a su incorporación en un acuerdo contractual entre el Vendedor y el Comprador y podrían estar sujetos a modificación cuando se incorporen al mismo.

This general warranty does not affect your existing, statutory rights and is subject to the laws of the country in which the first purchase of the device was made by the end-user from the Seller and applies only to this country.

Esta garantía general no afecta sus derechos legales vigentes y está sujeta a las leyes del país en el que el usuario final realizó la primera compra del dispositivo al Vendedor y se aplica solo a este país.

3 Warranty Limitations / Limitaciones de la garantía

The warranty shall not cover to any Products whose claims or defects are caused by:

La garantía no cubrirá ningún Producto cuyos reclamos o defectos sean causados por:

- i. failure to observe the Seller's instructions regarding transport, installation, functioning, maintenance and storage of the Product,
incumplimiento de las instrucciones del Vendedor con respecto al transporte, instalación, funcionamiento, mantenimiento y almacenamiento del Producto,
- ii. failure to commission the Product within six (6) months from the warranty starting date, or if the Product has been commissioned, shutting down or depowering the Product for a period in excess of six (6) months. In case of the Buyer plans to store the Product prior to commissioning or to depower the Product after commissioning, should contact to the Seller in order to ask for long term storage instructions.
no poner en marcha el Producto dentro de los seis (6) meses a partir de la fecha de inicio de la garantía, o si el Producto ha sido puesto en marcha, o apagar el Producto por un período superior a seis (6) meses. En caso de que el Comprador planea almacenar el Producto antes de la puesta en servicio o desactivar el Producto después de la puesta en servicio, debe comunicarse con el Vendedor para solicitar instrucciones de almacenamiento a largo plazo.
- iii. careless or improper use of the products covered by this warranty.
uso descuidado o inadecuado de los productos cubiertos por esta garantía.
- iv. lack of preventive maintenance according to the Seller's O&M manual.
falta de mantenimiento preventivo según el manual de O&M del vendedor
- v. repairs or modifications made by the either the Buyer or any other third party without prior written authorization from the Seller,
reparaciones o modificaciones realizadas por el Comprador o cualquier tercera parte sin autorización previa por escrito del Vendedor
- vi. negligence during the implementation of authorized repairs or modifications mentioned at point (v)
negligencia durante la implementación de reparaciones o modificaciones autorizadas mencionadas en el punto (v)
- vii. normal tear and wear of the Product.
desgarro y desgaste normal del Producto
- viii. labels or serial numbers of the device or components are modified, missing or illegible.
las etiquetas o números de serie del dispositivo o componentes están modificados, faltan o son ilegibles.
- ix. anomalies caused by, or connected to, the elements coupled directly by the Buyer or by the final user,
- x. damages caused by accidents or events that place the Product outside its transport, storage and operational specifications.
daños causados por accidentes o eventos que colocan el Producto fuera de sus especificaciones de transporte, almacenamiento y operación.
- xi. damages by external causes (such as environmental effects such as lightning, flood, earthquake), or by the extraordinary caused by an overcharge of work load, wrong use or external causes such as excessive humidity, dust presence, corrosing products, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply, or vandalism, abuse, accident (including but not limited to physical damage from being struck by a vehicle) etc. and in general faults which neither are attributable nor out of the Seller's reasonable control.
daños por causas externas (como efectos ambientales como rayos, inundaciones, terremotos), o por causas extraordinarias causadas por una sobrecarga de trabajo, uso incorrecto o causas externas como humedad excesiva, presencia de polvo, corrosión de los productos, campos electromagnéticos, energía estática, fluctuaciones en la calidad del suministro eléctrico, etc. y en general fallos que no son atribuibles ni están fuera del control razonable del Vendedor

This general warranty excludes:

Esta garantía general excluye:

- i. all components that must be replaced periodically such as fuses, lamps & air filters or consumable materials subject to normal and reasonable wear and tear.
todos los componentes que deben reemplazarse periódicamente, como fusibles, lámparas y filtros de aire o materiales consumibles sujetos a un desgaste normal y razonable.
- ii. external parts that are not manufactured by PE under its own brand. In that case, PE will directly transfer third party's warranty conditions, unless written agreement between first buyer and PE.
partes externas que no son fabricadas por PE bajo su propia marca. En ese caso, PE transferirá directamente las condiciones de garantía de terceros, a menos que haya un acuerdo por escrito entre el primer comprador y PE
- iii. Aesthetic defects (such as scratches and dents, corrosion or normal aging), except if such defects clearly affect to the normal operation of the equipment, equipment lifetime or equipment's performance.
defectos estéticos, excepto si dichos defectos afectan claramente al funcionamiento normal del equipo, la vida útil o el rendimiento del inversor.
- iv. The cost of flight to return the unit to PE (only in commercial and final customer products)
Damage to the Product caused by software, interfacing, parts, supplies or any other product not supplied by Power Electronics.
El coste del vuelo para devolver la unidad a PE (sólo en productos comerciales y de cliente final)
Los daños en el producto causados por el software, la interconexión, las piezas, los suministros o cualquier otro producto no suministrado por Power Electronics.

4 Limitation of Liability

The warranty will not cover in any case the damage, whether direct or not, to people or objects, and in no case will the faulty equipment include compensation or payment for lack of productivity by the Buyer or by the final user, and this is the only warranty given to the client, substituting any previous mentioned conditions or warranty, both implicit and legal, which have not been expressly accepted by the Seller.

La garantía no cubrirá en ningún caso el daño, ya sea directo o no, a personas u objetos, y en ningún caso el equipo defectuoso incluirá compensación o pago por falta de productividad por parte del Comprador o del usuario final, y esta es la única garantía otorgada al cliente, sustituyendo cualquier condición o garantía mencionada anteriormente, tanto implícita como legal, que no haya sido expresamente aceptada por el Vendedor.

The Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of applicable mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits whether based on contract, tort, or any other legal theory even if PE has been advised of the possibility of such damages.

El Vendedor no será responsable por daños a la propiedad o a terceros, incluso como fabricante de los Productos, que no sea el expresamente previsto en virtud de las disposiciones legales obligatorias aplicables. En cualquier caso, el Vendedor no será responsable por daños indirectos o consecuencias de cualquier naturaleza como, por ejemplo, pérdidas de producción o beneficios no generados

POWER ELECTRONICS, especially does not warrant that any Product will operate without interruption.

POWER ELECTRONICS, especialmente, no garantiza el funcionamiento ininterrumpido de ningún Producto.

In any event, the cumulative liability of the Product for all claims whatsoever related to the Product will not exceed the price the Buyer paid for the Product.

En cualquier caso, la responsabilidad acumulada del Producto por todas las reclamaciones relacionadas con el Producto no superará el precio que el Comprador pagó por el Producto.

Lliria, 7th December, 2021


Luis Alcázar
Director Calidad Corporativa

Disclaimer:

In case of doubt or conflict about the present General Warranty the English version will prevail.

Ante cualquier duda o conflicto sobre el contenido de esta Garantía General prevalecerá lo dispuesto en la versión en inglés.