

TERMS AND CONDITIONS

Acknowledgement and Acceptance

The provision of the Products and Services (set out below) by Rocket EV Inc. ("Rocket EV" or "supplier") is conditional upon your acceptance, without modification, of the terms, conditions and notices ("Terms") contained in this Agreement. Please read this Agreement carefully. If you do not agree to all Terms, please do not purchase Products or Services.

These Terms and the Order together form the agreement between you and Rocket EV ("Agreement"). These Terms shall apply only to Products and/or Services identified in the Order.

Authority

Purchase of Products and Services is permitted only by individuals who can form legally binding contracts under applicable law. You agree that you own the premises located at the Installation Address in which the Services will be provided or that you have the authority to engage Rocket EV to carry out the Services at the Installation Address indicated on the Order. If you do not qualify, please do not purchase our Products or Services.

Products and Services

Provision of electric vehicle charging stations, and any products, systems and installation hardware related thereto ("Product"), and/or (b) site consultation, site assessment, installation and related services ("Services") provided by Rocket EV to Customer at the location indicated on the Order.

Services will be booked online through the Rocket EV platform (available at www.rocketev.com), either directly by you or with the assistance of a participating dealership.

The Services shall commence on or about the date requested when booking. The initial visit will involve a pre-installation assessment of your proposed installation site to assess your installation needs. For a standard installation, Services will be completed on the same day as the pre-installation assessment, however depending on the installation needs, completion of the Services may require one or more follow-up visits.

Services do not include physical maintenance, repair or replacement of any Product.

Your Responsibilities

- Access: You agree to provide ROCKET EV's employees or agents with immediate clear access to any areas and equipment necessary to perform the Services.

- Pets: All pets must be secured in an area separate from ROCKET EV's employees or agents while the Services are being performed.
- Permits: ROCKET EV's will use best to obtain any permits or authorizations that may be required to perform any of the Services.
- Electricity: You are responsible for the supply of electrical power necessary for the Products to function.

Installation

If the Services require drilling, wire fishing or screw plugs to be inserted into the walls of the premises, you assume all responsibility for any damage, however caused. ROCKET EV's employees or agents will make best efforts to patch any drywall if needed during the installation process; however, you assume all responsibility for any sanding and painting of the patched area.

ROCKET EV will be responsible to cover any holes that occurred during the installation with the application of access panels.

Price

Purchase prices for Products and Services are set out on the Order. This price must be paid in full prior to the provision of Services.

Cancellation

Your order for Products and Services will be confirmed and you will have entered into a binding contract with Rocket EV when you sign the Order or submit it electronically through the Rocket EV online portal.

You may cancel or reschedule your appointment for Services at least 24 hours before your scheduled appointment by calling 1-888-710-4769 [or by responding to the order confirmation email/logging into the Rocket EV online platform]. If you cancel any Services within 24 hours of your appointment, you must pay a \$150.00 cancellation fee.

At its option and unless prohibited by law, Rocket EV may cancel Services and you will forfeit the purchase price of the Services if (a) at least one adult, 18 years or older, is not present at the start of and throughout the duration of the appointment, or (b) the premises is deemed, in the sole discretion of Rocket EV and/or its agent, to be an unsafe environment.

Your Rights under Consumer Protection Legislation

In some provinces (including Ontario, Alberta, and British Columbia), you may have additional cancellation rights as set out below.

If required by provincial consumer protection legislation, you may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact your provincial consumer protection authority.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on

which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address:

- The supplier.
- A person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

- The supplier repossesses the goods.
- The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled.
- You return the goods.
- The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

Indemnities

You agree to indemnify, defend and hold harmless Rocket EV, its subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents, from and against all loss, liability, claim, demand or suit, including reasonable legal fees, resulting from or arising out of any of your acts or omissions.

Liabilities

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL Rocket EV BE LIABLE TO BUYER/END USER, THEIR AFFILIATES OR INDEMNITIES FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST SAVINGS, PROFITS, DATA, USE OR GOODWILL; AND (III) BUSINESS INTERRUPTION, IN EACH CASE, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE) OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

Rocket EV's LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS AGREEMENT.

Warranty

Services are covered by a warranty attached as a Schedule to this Agreement and any applicable legal warranties. THIS WARRANTY IS OFFERED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPLICIT OR IMPLIED.

For any product warranty related issues, you should contact the product manufacturer or your warranty provider.

Privacy

You agree that we can collect, use and share your personal information for the purpose of supplying Products and Services to you and administer this Agreement. You can find our privacy policy here: <https://www.rocketev.ca/privacy-policy>

Miscellaneous

- Choice of Law

You agree that this Agreement and your use of the Services shall be governed by, and interpreted in

I agree to the attached terms and conditions and authorize Rocket EV to perform the Services at the Installation Address listed above.

For Rocket EV:

For Customer:

Name:

Name:

Date signed:

accordance with, the laws of the province in which the Products and Services were purchased and the federal laws of Canada applicable therein.

- Entire Agreement

This Agreement intended by the parties to be a final statement of the entire agreement between you and Rocket EV and supersedes all prior written or oral negotiations, understandings and agreements concerning the subject matter of the Agreement.

- Consumer Protection Legislation

You may also have other rights in consumer protection legislation which may vary from province to province. Nothing in this Agreement is intended to exclude, limit, or restrict any rights granted by such legislation that cannot be excluded, limited, or restricted.



SCHEDULE LIMITED INSTALLATION WARRANTY

Installation Warranty

Rocket EV INC. ("**Rocket EV**") warrants its installation services related to be free from defects in installation under normal application, use, and service conditions for a period of one (1) year from the actual date of installation. If the EV Charging Station malfunctions or becomes inoperable due to defective or improper installation during the period of this warranty, Rocket EV will provide, at its own costs, the service to determine the cause of the defect and resolve the defect through re-installation of appropriate EV Charging Station or other parts to correct deficiencies, removal of defective parts and installation of replacement parts, other corrective action relating to defective or improper installation services or replacement of a EV Charging Station (but only to the extent covered by the manufacturer's warranty), and such testing as is reasonably required to ensure that the appropriate corrections have been made. This limited warranty shall transfer from the original buyer/end user to subsequent buyers/end users of the house or other dwelling or location where the EV Charging Station is located for the remainder of the warranty term, provided the EV Charging Station is not moved or relocated from its originally installed location, has not been tampered with by anyone, and has been exclusively serviced by Rocket EV.

Warranty Exclusions

If the EV Charging Station has been subject to misuse, neglect or accident or has been damaged through abuse, alteration, failure to follow Rocket EV's or the manufacturers' operation or maintenance instructions (of which buyer/end user has been notified by Rocket EV), this warranty will not be applicable and will be of no force and effect to the extent applicable considering the damages abuse, etc. This warranty does not cover damage due to acts of God.

Limitations of Warranty and Liability

Except as expressly provided herein or prohibited by applicable law, Rocket EV makes no warranties whatsoever regarding the EV Charging Station. Rocket EV shall use commercially reasonable efforts to obtain assignable warranties for any EV Charging Station manufactured by third parties. Upon receipt of payment by Rocket EV of the installation price in full Rocket EV does hereby assign and pass through to the buyer/end user all available manufacturers' warranties for the EV Charging Station, to the greatest extent such warranties are assignable, all on an "as is" basis, provided that, to the extent any manufacturer's warranty is not assignable, Rocket EV shall hold such warranty in trust for the buyer/end user, and shall use commercially reasonable efforts to enforce the terms thereof for and on behalf of the buyer/end user at the reasonable cost of the buyer/end user. Damage to persons or property or other loss or injury resulting directly from defects in the EV Charging Station or use (other than the use by Rocket EV, its employees, subcontractors or agents) thereof shall not be the responsibility of Rocket EV, provided that such damage is not caused by Rocket EV, its employees, subcontractors or agents.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL Rocket EV BE LIABLE TO BUYER/END USER, THEIR AFFILIATES OR INDEMNITIES FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST SAVINGS, PROFITS, DATA, USE OR GOODWILL; AND (III) BUSINESS



INTERRUPTION, IN EACH CASE, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE) OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

For questions or to obtain service under this warranty, contact:

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