enua

Terms and Conditions

General Terms and Conditions of Sale and Manufacturer’s Warranty

Version 26 November 2026

These terms have two parts. Part A applies to anyone who buys directly from Enua. Part B is Enua’s manufacturer’s warranty for end users of Enua products.

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Part A

General Terms and Conditions of Sale

Version 26 November 2026. Applies to orders placed on or after this date.

1. Scope

1.1 These terms apply to sales by Enua AS, organisation number 827 444 022, Falkenborgvegen 9, 7044 Trondheim, Norway ("**Enua**"), to anyone who buys directly from Enua, for example wholesalers, dealers, installers and charge point operators (the "**Customer**").

1.2 These terms apply to products (the "**Products**") and services. The app, the cloud service and add-ons such as 4G and Autocharge are subject to separate terms in Appendix 1: Software Service Terms. Enua updates the firmware over the network, including with security updates, and the Customer shall not prevent this. Some features require a network connection, the app or paid activation.

1.3 If the Customer is a consumer, these terms apply to the extent permitted by mandatory consumer protection rules. The manufacturer's warranty in Part B applies to all end users.

1.4 By placing an order, the Customer accepts these terms. They apply to all of Enua's quotations and order confirmations and to all orders placed with Enua, and they take precedence over the Customer's own purchasing terms. An order confirmation or other agreement takes precedence over these terms only where it expressly deviates from a specific clause and is signed by Enua's managing director or another person with written authority from Enua. Commitments made by salespeople by email or telephone do not bind Enua.

1.5 Enua may change these terms. A new version is published on enua.io and applies to orders placed on or after its version date. If the Customer has an ongoing agreement with Enua, material changes apply no earlier than 30 days after Enua has notified the Customer in writing.

2. Orders

2.1 An order is binding once Enua has sent an order confirmation. The order confirmation states the price, quantity and estimated delivery time.

2.2 After the order confirmation, the Customer may not cancel or change the order without Enua's written consent, to the extent permitted by mandatory law.

2.3 Enua may, without notice, terminate an order that has not been delivered if the Customer becomes insolvent, is declared bankrupt or has not paid amounts due after a final reminder.

2.4 Delivered goods are not taken back, and Enua does not buy back stock, unless this has been agreed in writing in accordance with clause 1.4. If Enua accepts a return, the goods must be unused and in their original packaging, and Enua may deduct a return fee of 15 % of the invoiced price.

3. Sales territory and the Enua brand

3.1 The Products are designed and documented for sale and use in the EU and the EEA. Sales to the United Kingdom, Switzerland or other countries outside the EEA require that Enua has confirmed in writing in advance that the product is approved there.

3.2 Enua does not permit Enua products to be marketed, offered, sold, supplied or installed in or into the following countries:

- Poland
- Germany
- the Czech Republic
- Slovakia
- Lithuania

3.3 Clause 3.2 also applies to online shops, marketplaces, advertisements and sales through others. The Customer shall not sell to anyone whom the Customer knows, or ought to understand, will take the Products to these countries.

3.4 The Customer may use the name Enua and Enua's logo only to market and sell Enua's products and services in the field of electric vehicles and the charging of electric vehicles, and only in accordance with Enua's brand guidelines. Enua may withdraw this permission in writing. ENUA and any sign that may be confused with it shall not be used for any other goods or services.

3.5 The Customer shall not apply for or register any trademark, company name, domain name or social media account that contains ENUA or anything that may be confused with it.

3.6 The Customer shall include the obligations in clauses 3.2 to 3.5 in its agreements with its own resellers.

3.7 If the Customer breaches clauses 3.2 to 3.6, Enua may suspend deliveries and terminate the agreement. The Customer shall indemnify Enua against claims from third parties resulting from the breach. The manufacturer's warranty does not apply to products sold or installed in breach of clause 3.2.

4. Delivery and risk

4.1 Delivery is Ex Works (EXW, Incoterms 2020) from Enua's warehouse, unless the order confirmation states otherwise.

4.2 The delivery time in the order confirmation is an estimate and may change. Delivery is complete when the Products are ready for collection, unless otherwise agreed.

4.3 Risk passes to the Customer on delivery. Enua may require prepayment or other security before delivery. If the Customer buys the Products for its own use, Enua has a seller's security interest (salgspant) in them until they have been paid for in full.

5. Prices and payment

5.1 Prices are as stated in the order confirmation, in the currency stated there, exclusive of value added tax.

5.2 Payment is due 30 days after receipt of the invoice, unless otherwise agreed. The Customer may not withhold payment or set off claims against Enua unless Enua has accepted the claim in writing or it has been finally decided by a court. This does not apply to consumers.

5.3 In the event of late payment, Enua may charge interest under the Norwegian Act on Interest on Overdue Payments (forsinkelsesrenteloven) and suspend further deliveries until amounts due have been paid.

5.4 If exchange rates, customs duties or component prices change significantly before delivery, Enua may adjust the price of confirmed orders that have not been delivered, by giving written

notice. The Customer may then cancel that part of the order within 7 days of the notice.

6. Documentation and installation

6.1 Data sheets, manuals and declarations of conformity are available at enua.io/documentation.

6.2 The Products shall be installed by a qualified installer in accordance with the installation manual and the rules in the country where they are installed. Enua is not responsible for approvals beyond what mandatory law requires of the manufacturer.

6.3 The Customer shall pass on manuals, safety information and the manufacturer's warranty to its own customers. The Customer may not give any warranty or promise on behalf of Enua beyond the manufacturer's warranty in Part B.

6.4 For 10 years, the Customer shall be able to state from whom it bought the Products and to whom it sold them, with serial numbers where available. The Customer shall assist Enua with safety notices and recalls, and shall notify Enua immediately of accidents or dangerous defects.

6.5 The maximum charging current and other safety settings shall only be set and changed by the installer, using Enua's installer app or a tool approved by Enua. Enua is not liable for damage caused by others having changed them.

7. Inspection on receipt

7.1 The Customer shall inspect each delivery and report visible damage, incorrect quantities or incorrect goods to Enua within 14 days of delivery, with photos and the order number. After this deadline, the Customer cannot demand a return because of such errors. The warranty in clause 8 still applies.

8. Warranty between Enua and the Customer

8.1 The manufacturer's warranty in Part B also applies to the Customer, with the warranty period stated in the warranty document for the country where the product is sold, and on the same terms. Towards its own customers, the Customer is liable under the statutory rules on complaints in its own country. Enua's liability to the Customer follows these terms and mandatory law.

8.2 The Customer receives enquiries from its own customers and reports the case to Enua before any work starts, with the information required by Part B. Enua troubleshoots the case and issues a case number when there is a product defect. The case number is the approval.

8.3 For an approved product defect, Enua covers a new product or repair, and shipping to and from Enua. Labour and travel are not covered. Enua may nevertheless, at its own discretion, cover labour and travel that Enua has approved in writing in the case before the work starts, for the time agreed there. Settlement is made by credit note from Enua or by invoice from the Customer to Enua.

8.4 Enua may send a new product before the defective product has been returned. The defective product belongs to Enua and shall be returned within 14 days, marked with the case number. If it is not returned, Enua may invoice the new product at the Customer's current purchase price.

8.5 Enua decides whether there is a product defect covered by the warranty, and whether it shall be remedied by repair or by a new product.

8.6 This clause 8 does not limit any rights the Customer has under mandatory law.

9. Liability

9.1 Enua is not liable for indirect loss, such as loss of profit, delay, business interruption, loss of goodwill or labour costs. The only exception is labour that Enua, at its own discretion, has approved in writing under clause 8.3.

9.2 Enua's total liability under the agreement is limited to the purchase price of the Products to which the claim relates, and can never exceed what the Customer has paid Enua in the 12 months before the circumstance giving rise to liability. The limitation applies to all claims together, not per incident.

9.3 The limitations in clauses 9.1 and 9.2 apply to the extent permitted by mandatory law.

9.4 Enua is not liable when Enua is prevented or delayed by circumstances beyond Enua's control, whether or not they could have been foreseen. This includes, among other things, shortages of labour, energy, fuel, machinery, components or materials, technical failures, weather, fire, flood, earthquake, strikes, epidemics, war, terrorism, riots, decisions by public authorities and delays at subcontractors.

9.5 Enua is not liable for services provided by others to which the Products are connected, for example the Shelly app, charge point operators, electricity suppliers, mobile networks and car manufacturers' services.

10. Intellectual property rights

10.1 Enua retains all rights to the Products, the software, designs, trademarks, production methods, know-how and documentation. This also applies to changes and improvements made by Enua, even when they are based on requirements or wishes from the Customer. The Customer is granted the right to use and resell the Products in accordance with these terms.

10.2 The Customer shall not copy, modify, disassemble or analyse the Products or the software in order to discover their structure, source code or ideas. The Customer shall not remove, cover or alter any markings of ownership, trademark or confidentiality.

10.3 Enua may use feedback and suggestions from the Customer freely and without compensation.

11. Confidentiality

11.1 The parties shall keep confidential what they learn about each other's business, prices and contract terms, and anything derived from such information, with at least the same care as for their own confidential information. The information shall only be used for the purpose for which it was provided. This does not apply to information that is already known, is public, has been received from others without a duty of confidentiality, or must be disclosed by law or by decision of a public authority. On request, the recipient shall return or delete the information.

11.2 Enua may name the Customer as a reference, unless otherwise agreed in writing.

12. Personal data

12.1 Enua processes personal data in accordance with applicable data protection rules and does not disclose it beyond what the agreement requires. The privacy policy is available at enua.io/en/privacy-policy. Where required by law, the parties shall enter into a data processing agreement. Enua may produce anonymised statistics and use them freely, including commercially.

13. Miscellaneous

13.1 Each party is responsible for complying with export control rules. If the Customer takes the Products into a country other than Norway to sell them there, the Customer is responsible for registration, fees and collection under the rules on waste electrical and electronic equipment, batteries and packaging in that country, unless otherwise agreed in writing.

13.2 Neither party may assign the agreement without the written consent of the other party. Enua may use subcontractors.

13.3 If a provision is invalid, the remaining terms continue to apply, to the extent permitted by mandatory law.

13.4 Amendments to an agreement must be in writing and signed by both parties. Changes to these terms are made in accordance with clause 1.5.

13.5 These terms may be issued in several languages. In the event of any conflict, the English version prevails.

13.6 The agreement is governed by Norwegian law. Disputes that are not resolved amicably fall under the exclusive jurisdiction of Trøndelag District Court (Trøndelag tingrett).

Part B

Manufacturer’s Warranty

Common terms for all countries. Version 26 November 2026. Applies to Enua products purchased on or after this date. Products purchased before this date keep the warranty that applied when they were purchased.

1. Who gives the warranty

Enua AS, organisation number 827 444 022, Falkenborgvegen 9, 7044 Trondheim, Norway. Email: contact@enua.io. Phone number and opening hours are listed at enua.io/en/support.

2. Products covered

Enua chargers and Enua Wallmount with a serial number, for example Enua Charge, Enua Charge E and Enua Charge S. The warranty applies to products purchased and installed in the EEA, except Poland, Germany, the Czech Republic, Slovakia and Lithuania. In other countries, it applies only where Enua has published a separate warranty document.

3. What the warranty covers

Enua warrants that the product works as described in the product documentation, with normal use and correct installation. The warranty covers defects in materials and manufacturing, including defects that arise after delivery. It only covers defects caused by the product itself.

4. Warranty period

4.1 The warranty period is stated in the warranty document for the country where the product was purchased. The documents are available under Documentation on enua.io, one per country, and state how long the warranty lasts and when it starts.

4.2 If there is no separate warranty document for the country, the warranty period is 1 year from the date of purchase on the receipt or invoice.

4.3 A product that Enua replaces or repairs is covered for the remainder of the original warranty period, but for at least 90 days.

4.4 The warranty is given only to the first buyer and cannot be transferred.

5. How to use the warranty

5.1 Report the defect in writing to the dealer or installer you bought the product from, before any work starts or anything is returned. They report the case to Enua. You can also contact Enua support.

5.2 Include:

- the serial numbers of the charger and the wall mount (shown on the rating plate)
- the address of the installation
- what is wrong, and when it started
- the name of the electrical contractor that installed it
- proof of purchase: an invoice or receipt showing the date of purchase
- photos of the installation, taken before anything is dismantled: the wall mount from the front with the charger removed, the cable entries and the rating plate

5.3 Enua troubleshoots the defect together with you, often via the cloud. If there is a product defect, you receive a case number and information about what Enua covers. The case number is the approval. Without a case number, Enua does not cover a new product, labour or shipping.

5.4 Enua decides whether the defect is caused by the product or by the installation, based on the logs in the charger, remote diagnostics and the photos. The installation is assessed against the installation manual that applied when it was installed.

5.5 Report the defect within a reasonable time after you discovered it or ought to have discovered it.

5.6 Enua may ask for the product to be connected to the internet and updated to the latest firmware before the defect is assessed. Without this, Enua cannot troubleshoot via the cloud, and the case will take longer.

6. What Enua covers

For an approved product defect within the warranty period, Enua covers:

- a new product or repair, at Enua's choice
- shipping to and from Enua

Labour and travel are not covered. Enua may nevertheless, at its own discretion, cover labour and travel that Enua has approved in writing in the case before the work starts. The time is agreed in the case, and settlement goes through the dealer.

7. What the warranty does not cover

- labour and other costs that Enua has not approved in writing in advance
- defects caused by installation that does not follow the installation manual
- defects caused by storage, maintenance or repair that does not follow Enua's instructions
- use for purposes the product is not designed for, incorrect use, negligence, accidents, modifications to the product and normal wear and tear
- cosmetic damage and damage from external influences
- products sold or installed in a country where Enua has not approved sales
- defects caused by someone other than the installer having changed the maximum charging current or other safety settings
- faults in services provided by others, such as the Shelly app, charge point operators or mobile networks
- losses resulting from the defect, for example loss of profit or damage to other property. Your statutory rights apply in any case, see section 9.

8. Replaced products must be returned

8.1 Products and parts that Enua replaces belong to Enua.

8.2 Return the replaced product within 14 days after you received the new one. Use the box the new product came in. The return label is in the box, and the return is free of charge. Mark the parcel with the case number.

8.3 If the replaced product has not reached Enua 35 days after you received the new one, Enua may deactivate the replaced product and invoice the new one. The amount is stated in the confirmation you receive before the new product is sent.

8.4 Returns without a case number will not be accepted.

9. Your statutory rights

9.1 The warranty is in addition to the rights you have under the law of the country where you bought the product. Statutory claims are made against the party that sold you the product. These rights are free of charge and are not affected by the warranty.

9.2 How long you can make a complaint under the law varies from country to country. Ask the dealer you bought from. In Norway, the limit is up to 5 years for goods intended to last considerably longer than 2 years (Norwegian Consumer Purchases Act, forbrukerkjøpsloven, section 27). In the EU and the EEA, it is at least 2 years.

10. Software

Liability and warranty for software follow Appendix 1: Software Service Terms, which you accept when you create a user account or start using the services.

11. Governing law and disputes

The warranty is governed by Norwegian law. Disputes are brought before Trøndelag District Court (Trøndelag tingrett), unless mandatory consumer rules give you the right to bring proceedings elsewhere. Enua may transfer the warranty to another company in the same group and will in that case give notice of this on enua.io. Enua remains liable for the warranty if the company that takes it over does not fulfil it.