

**New Wall Charger Limited Warranty**  
**Effective November 1, 2022**

This New Wall Charger Limited Warranty applies to the VinFast wall charger (the “Charger”) for your VinFast vehicle.

Warranty. VinFast warrants that for a period of thirty-six (36) months from the original purchase date of the Charger (the “Warranty Period”), the Charger will under normal use substantially conform to the specifications as outlined in the Charger installation manual (the “Warranty”). Upon receipt of notice during the Warranty Period that the Charger does not conform to the Warranty, VinFast shall at its option and as the sole and exclusive remedy either (i) repair the Charger; (ii) replace the Charger with new, reconditioned or remanufactured parts in order to cause the Charger to conform to the Warranty; or (iii) refund the fees paid for the Charger prorated on a straight-line basis over the Warranty Period. VinFast does not authorize any person or entity to create for it any other obligations or liability in connection with this Warranty.

Exceptions. The Warranty does not cover (i) the general appearance of the Charger such as paint damage including chips, scratches, dents and cracks; (ii) any non-conformity to the Charger installation manual (the “Manual”) resulting directly or indirectly from normal wear or deterioration, abuse, misuse, negligence, accident, or lack of or improper use, maintenance, storage or transport of the Charger; (iii) external factors, including but not limited to objects striking the Charger, faulty or damaged electrical wiring, junction boxes, circuit breakers, receptacles or power outlets, the environment or an act of God, including but not limited to fire, earthquake, water, lightning and other environmental conditions.

The Warranty may become void in the event of any of the following:

- Failure to provide VinFast with a copy of the appropriate electrical installation permit;
- Failure to follow the instructions, maintenance and warnings published in the Manual;
- Failure to contact VinFast upon discovery of a non-conformity to the Warranty;
- Any repair, alteration or modification to any part of the Charger, or the installation or use of any parts or accessories made by a person or facility not authorized or certified by VinFast to do so;
- Lack of or improper repair, service, or maintenance, including use of non-genuine VinFast accessories or parts; or
- Use of the Charger for commercial purposes.

Limitation of Liability. This Warranty is the only warranty made in connection with the Charger. IMPLIED AND EXPRESS WARRANTIES AND CONDITIONS ARISING UNDER APPLICABLE LAWS, FEDERAL STATUTE OR OTHERWISE, IN LAW OR IN EQUITY, IF ANY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR THOSE ARISING BY A COURSE OF DEALING OR USAGE OF TRADE, ARE DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY LAW.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW (i) VINFAST’S LIABILITY RELATED TO THE CHARGER IS LIMITED TO THE LESSER OF THE MANUFACTURER’S SUGGESTED RETAIL PRICE OR THE FAIR MARKET VALUE OF THE CHARGER; AND (ii) VINFAST DISCLAIMS ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE CHARGER, INCLUDING BUT NOT LIMITED TO LOSS OF THE CHARGER, LOSS OF VEHICLE VALUE, LOSS

OF TIME, LOSS OF INCOME, LOSS OF USE, LOSS OF PERSONAL OR COMMERCIAL PROPERTY, INCONVENIENCE OR AGGRAVATION, EMOTIONAL DISTRESS OR HARM, COMMERCIAL LOSS (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR EARNINGS), VEHICLE RENTAL, SERVICE CALL CHARGES, AND INCIDENTAL CHARGES SUCH AS TELEPHONE CALLS AND MAILING EXPENSES. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), BREACH OF WARRANTY OR CONDITION, MISREPRESENTATION (WHETHER NEGLIGENT OR OTHERWISE), OR OTHERWISE AT LAW OR IN EQUITY, EVEN IF VINFAST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE. Nothing in this Warranty shall exclude, or in any way limit, VinFast's liability for death or personal injury solely and directly caused by VinFast's negligence, or that of its employees, agents or sub-contractors (as applicable), fraud or fraudulent misrepresentation, or any other liability to the extent the same is proven in a court of competent jurisdiction in a final non-appealable judgment and that may not be excluded or limited as a matter of local law.

Obtaining Warranty Service.

**For Services and Support:**

**Web:** [www.vinfastauto.us](http://www.vinfastauto.us)

**Tel:** 1-833-846-8255

**Email:** [VinFastenergy@VinFast.com](mailto:VinFastenergy@VinFast.com)

Product Changes. VinFast may make changes to the Charger design and update warranty coverage for the Charger at any time. Changes or upgrades VinFast may make to new chargers do not obligate VinFast to update chargers already built. This Warranty will be updated with a new effective date if any Warranty terms change, however, the new Warranty terms will only apply to Chargers sold after that date. Nothing in this Warranty should be construed as requiring parts to be replaced with parts of a different type or design than the original part, so long as the Charger functions properly with the replacement part.