



1. General - Scope

These general terms and conditions of sale (the '**General Terms**') apply to all offers, order confirmations and agreements made by or with Alfen ICU B.V., Hefbrugweg 28, 1332 AP Almere, the Netherlands, chamber of commerce number 64998363 ('**Alfen**') for sale and delivery of EV chargers ("**EV Products**") and/or spare parts ("**Spare Parts**") (jointly the '**Product(s)**'). With placement of the order or at the latest upon receipt of the Products, the buyer (the '**Customer**') acknowledges the applicability of these General Terms.

An order that has been placed cannot be cancelled.

- 1.1** Unless explicitly agreed otherwise in writing, delivery of the Products is made only on the basis of these General Terms. All other terms and conditions – including those of the Customer – are not binding upon Alfen.
- 1.2** In the event any provision of these General Terms shall be held to be entirely or partly invalid, this shall not affect the validity of the remaining provisions of these General Terms.
- 1.3** Deviations from these General Terms shall be permitted only if and in so far as the authorized representative(s) of Alfen has/have expressly accepted any such deviation in writing, and only in respect of the one agreement for which the relevant deviations have been agreed.
- 1.4** For the purpose of these General Terms the term "in writing" includes also all communication between the parties by means of email.

2. Budget proposals, offers, orders and agreements

- 2.1** Proposals or (budget) offers issued by Alfen are only binding during the period stated on the proposal or (budget) offer.
- 2.2** An agreement is only effective upon written confirmation of a (signed) offer or order by Alfen. In case of discrepancies or inconsistencies between the content of a (signed) offer or order and the contents of the Alfen order confirmation, the contents of the Alfen order confirmation shall prevail.

- 2.3** The information contained in illustrations, drawings, specifications of dimensions and weight, which are part of the offer, shall be considered as approximate values, insofar as they are not exclusively designated to be binding. The Customer is obliged to verify the aforementioned information.

- 2.4** Alfen shall be and remains the owner of all documents, supplied models, samples or examples relating to offers or an agreement, and these cannot be supplied to or made available to third parties for inspection, or multiplied or imitated in any way without the written approval of Alfen. Upon request of Alfen, such documents, supplied models, samples or examples shall be returned to Alfen within fourteen days in sound condition, DDP in conformity with the Incoterms 2020.

3. Customizations

- 3.1** Alfen and Customer may agree that the Customer can request non-technical and non-functional changes to the Product, such as placement of stickers, SIM cards, change of colours, etc., (all referred to as '**Customization(s)**').
- 3.2** Alfen will confirm or reject the Customization in the order confirmation. Customizations may affect the final Product (the '**Customized Product(s)**'), its experience, appearance, quality and/or life span. Alfen is not liable for any damage to or caused by the Customized Products if this damage is caused by the applied Customizations.
- 3.3** For SIM Card Customizations, the Alfen Guidelines for SIM Cards shall apply, which can be obtained from pevcharging@alfen.com ("**Sim Card Guidelines**"). incurred because of such delay or defectiveness.
- 3.4** For all Customizations agreed between Customer and Alfen, the following procedure shall be followed:
 - (i) Alfen shall indicate the required level of supplied items for the Customizations;
 - (ii) Alfen calls the items for the Customizations with a purchase order (the "**Call Off Order**");
 - (iii) The Call Off Order will contain a number ("**Call Off Order Number**") and a requested delivery date;

- (iv) Customer shall inform Alfen within three (3) Business Days after the date of the Call Off Order of the delivery date for the Customization, in the absence of which the delivery of the Customizations shall take place on the requested delivery date (the "**Customization Delivery Date**");
- (v) Customer shall provide Alfen with the required items for the Customization DDP, Alfen at the address indicated in the Call Off Order free of charge before or on the Customization Delivery Date, whereby:
 - (a) The Call Off Order Number must be indicated on the packing slip of the Customization items and
 - (b) If SIM cards are part of the Customizations, the SIM card number must be displayed on the SIM card in a bar or QR code and all other Sim Card Guidelines shall be followed.

3.5 In the event that (i) the Customer changes the Customization after the date of the Alfen Order Confirmation or (ii) in case of delayed or defective delivery of Customization components, then all agreements on delivery time of the Product(s) shall be terminated and the Customer shall indemnify Alfen for any additional costs and expenses as well as for damages and losses incurred because of such delay or defectiveness.

4. Webshop

- 4.1** Alfen's Products can be ordered by the Customer via the Alfen webshop (the "**Webshop**"). For the orders placed via the Webshop, an agreement is also only effective if the order is confirmed by Alfen through an order confirmation (not being a conformation for receipt of the order request).
- 4.2** The Webshop is made available to the Customer free of charge. Alfen does not guarantee a permanent, error-free availability of the Webshop. In particular, and/or malfunctions.
- 4.3** Access to the Webshop is subject to the terms of use of the Webshop. If and as soon as the Customer uses the Webshop, the Customer agrees to these terms of use.

5. Transport and shipping

- 5.1** Unless agreed otherwise, deliveries are CIP (Customer address) in conformity with the Incoterms 2020. In case Alfen assists in any way with the unloading of the Products at the place of destination, the Customer will relieve Alfen from any responsibility or liability.

- 5.2** In accordance with the CIP (Customer address) Incoterms 2020, Alfen will arrange the transport of the Products, however the transport, shipping and insurance costs shall be borne by the Customer. Alfen will indicate such costs separately on the invoice.

- 5.3** In accordance with the CIP Incoterms 2020, the transport shall take place at the Customer's risk, even if the carrier has explicitly stipulated that all shipping documents must state that any and all damage resulting from the transport shall be at the expense and risk of the sender.

6. Delivery, delivery period, acceptance and Force Majeure

- 6.1** Unless agreed otherwise, any agreed upon (delivery) dates will be delayed if:

- (a) Customer requests changes to the Product after the date of the order confirmation;
- (b) Alfen does not receive the payment (instalments) for the Products on the Due Date (as defined in article 7.2).

- 6.2** Delivery dates and delivery periods given in offers or order confirmations and/or other written correspondence are guidelines only and are never fatal. If – in deviation of the aforementioned – a firm delivery date is expressly agreed upon between parties and this firm delivery date is exceeded, Customer shall provide Alfen with a written notice giving Alfen the possibility to remedy the delivery within a reasonable period of at least 15 business days.

- 6.3** Partial deliveries are allowed.

- 6.4** As of the moment of delivery by Alfen in accordance with Clause 5.1, the Customer shall carry the full risk of the Products.

- 6.5** Alfen may assign or subcontract (part of) its obligations under the Agreement to third parties

- 6.6** In the event that Alfen or one of its suppliers is hindered by reason of a Force Majeure situation, Alfen is entitled to extend the delivery date by an appropriate period. A **Force Majeure** event means any cause preventing Alfen or its (sub)suppliers from performing any or all of its obligations under the agreement which arise from or is attributable to acts, events, omissions or accidents beyond the reasonable control of Alfen and/or its (sub)suppliers. Such acts, events, omissions or accidents shall include without limitation: government intervention, shortages of energy or raw materials, delays or unavailability of supply of components, strikes, lockouts, lack of means of transportation and other unforeseen supply problems,

insofar as they are beyond the control of Alfen. Alfen shall inform the Customer and ensure that any inconvenience for the Customer is kept to a minimum. In the event that the Force Majeure situation continues to exist for more than three months or as soon as it becomes evident that it shall continue to exist for more than three months, Alfen shall have the right to terminate the agreement, in whole or in part, insofar as it has not been carried out, and to claim payment for the parts carried out, without any obligation to pay damages to Customer.

- 6.7** If Alfen has notified the Customer that the Products are ready and the Customer requests a delayed delivery, Alfen reserves the right to charge the costs related to the delayed delivery (including, but not limited to, storage and transport costs) to the Customer. In this case, Alfen is entitled to send the invoice to Customer as if the Products were delivered on the initially indicated delivery date.

7. Prices and conditions of payment

- 7.1** The prices to be paid by the Customer to Alfen for the Products are in euro's or in local currency based on the European Central Bank conversion rate with the euro per the date of the offer, exclusive of costs for transportation, Customizations, VAT and/or any other (import) charges.
- 7.2** Unless otherwise mentioned in the proposal, offer or order confirmation, payments have to be made according to the agreed payment conditions without setoff or any other form of deductions to the designated Alfen bank account within 14 days after the date of invoice (the "Due Date"). Payments are deemed to have been made at the time at which it is received on the Alfen bank account.
- 7.3** If Customer fails to pay an amount by the Due Date, Customer shall be in default without any further notice being required. In that event and notwithstanding any other rights and remedies Alfen may have, Alfen shall be entitled to (a) suspend the performance of all of its connected and ancillary obligations and (b) charge Customer (i) interest on all due and unpaid amounts from the Due Date of the unpaid invoice at a rate of 2% per month above the statutory interest for trade agreements (6:119a of the Dutch Civil Code) and (ii) statutory extrajudicial collection cost (in Dutch the "Wet Normering Buitengerechtigde Incassokosten (WIK)")
- 7.4** If the parties have agreed on payment in instalments, Alfen has the right to suspend its activities related to the next instalment, if an invoice related to a previous instalment has not been paid on the Due Date.

In this case, all possible agreed upon delivery times for deliveries will lapse.

- 7.5** Discount agreements will be completely terminated automatically as soon as a default in payment occurs (also in the case of partial payments) and/or if all other due payments have not been made by the time of receipt of the discounted invoice amount, at the latest.
- 7.6** Complaints may not lead to a suspension or a delay in payment.
- 7.7** Alfen is - with immediate effect after prior written notice - entitled to increase the price of the Products if the cost price for certain factors has been increased. These factors include, but are not limited to: raw materials, components and auxiliary materials for the Products, wages, salaries, social security contributions and governmental measures or changes in any applicable laws, rules or regulations.
- 7.8** Alfen is also entitled - with immediate effect after prior written notice - to increase the price of the Products in case of a delay of the delivery times and delivery dates which is not attributable to Alfen.
- 7.9** Unless specifically agreed, the price shall not include import duties, levies and taxes, fees or other charges or costs which are necessary to carry out the Agreement, which charges, costs and expenses shall be reimbursed separately to Alfen.
- ## **8. Obligations of the Customer**
- 8.1** Notice of defect of components or Customizations delivered by the Customer will be made by Alfen as soon as the defect is evidential within a normal course of business. The Customer herewith waives the objection of a late notification of defects.
- 8.2** In case of delayed or defective delivery or deficient quality of such components, all possible agreed upon delivery times will end and the Customer shall indemnify and hold harmless Alfen for any additional costs and expenses as well as for damages and losses incurred because of such delay, deficiency or defectiveness. In these events, Alfen is entitled at its discretion to interrupt the manufacturing process until receipt of components in proper form and adequate quality.
- 8.3** The Customer shall at all times take care of installation of the Products and at its own expense and risk guarantees that:
- (a) all licenses and permits required and necessary for the execution of the agreement and the delivery and installation of the Products are present;

- (b) all local, regional and national regulations regarding planning have been complied with;
- (c) the Customer will act in accordance with all applicable laws and regulations, including, but not limited to those relating to recycling.

8.4 Damages and expenses resulting from failure to (timely) comply with conditions contained in the previous article, will be for the account and risk of the Customer

9. Intellectual property and other protected rights

- 9.1** Where Products are manufactured on the basis of ideas, proposals, models, drawings, Customizations or samples of the Customer, the Customer guarantees that no protected rights of third parties are breached. In any legal proceedings relating to the (alleged) infringement of patent rights, trademark rights, protection of designs, trade secrets or copyrights of third parties, the Customer will indemnify and hold harmless Alfen from all (damage) claims of third parties and resulting costs. The Customer will participate in or take over legal proceedings immediately if Alfen asks Customer to do so.
- 9.2** All ideas, inventions, designs and samples, works protected by copyright, patents, design rights, trademarks, copy rights and trade secrets and all knowhow or other intellectual property related to Products manufactured by Alfen or generated within the execution of an agreement, and all techniques applied by Alfen to manufacture and design the Products, preliminary to or upon processing of an order, shall always remain or become as the case may be the exclusive sole (intellectual) property of Alfen.

10. Firmware

- 10.1** Integrated software (the '**Firmware**') may be installed on Products delivered by Alfen. For some Products delivered by Alfen, it is possible that the Customer – against payment – uses Alfen's so-called 'ICU Connect' solutions ('**ICU Connect**'). The Firmware and the ICU Connect solutions are subject to copyright and other intellectual property rights of Alfen or its licensors. No intellectual property rights are transferred to the Customer. The Customer guarantees Alfen and its licensors that the Customer will not violate any of these rights.
- 10.2** Access to ICU Connect is subject to terms of use ([ACE - ICU Connect User Terms.pdf](#)). The Customer and third parties gaining access to ICU Connect via the Customer as far as allowed and applicable, (the '**User(s)**'), must strictly adhere to the terms of use for ICU Connect

at all times. If and as soon as the Customer or a User uses ICU Connect, the Customer respectively the User agrees to these terms of use.

11. Confidential information and confidentiality

- 11.1** The Customer shall observe confidentiality in respect of all information, specifications, business information and know-how concerning and provided by Alfen. Upon request of Alfen, the Customer shall return this information to Alfen, in sound condition within fourteen days, or destroy it.
- 11.2** Notwithstanding the confidentiality obligations of the parties, the Customer hereby agrees that Alfen may use the name of the Customer and general information about the project for publicity and reference purposes.

12. Notice of defects

- 12.1** The Customer is obliged to check the Products upon delivery for transport damage or any other form of damage. The Customer must give written notice of visible defects within three (3) days after delivery of the Products or within three (3) days after detection of the defect, by including a specific description of the nature of the defect. In accordance with the carry in warranty applicable to the EV Products ([Alfen Carry-In Warranty-EN.pdf](#)) or upon the request of Alfen, the Customer is obliged to send the defective Product to the Alfen factory, DDP in conformity with the Incoterms 2020.
- 12.2** If Products are manufactured based on instructions of the Customer, warranty for the efficiency/operability and warranty of fitness of the Products for a specific purpose are expressly excluded. Any warranty in relation to parts for the Products delivered by the Customer is expressly excluded.
- 12.3** Disputes between the Customer and Alfen regarding quality, delivery or any other complaint submitted by the Customer shall not entitle the Customer to suspend payment.
- 12.4** Returning defective Products is only allowed after the prior written approval of Alfen. In case Products are to be returned such return shall be at the risk and cost of the Customer (DDP in conformity with the Incoterms 2020). Acceptance of the returned Products or Alfen's examination of the defect does not entitle Customer to any claims or legal consequences. Alfen does not warrant any fitness for purpose or suitability for a specific use whatsoever.

13. Warranty and liability

- 13.1** Alfen warrants that all EV Products will be new and free from defects for a period and under the conditions as stated in the Alfen carry in warranty EV Products ([Alfen Carry-In Warranty-EN.pdf](#)). Any costs incurred outside the repair or replacement of the EV Products will be charged separately to the Customer (if applicable: travel costs, man-hours, transport, installation, removal, etc.).
- 13.2** Customer may expect the Spare Parts supplied by Alfen to perform in accordance with reasonable expectations for a period of six months from the date of delivery.
- 13.3** Alfen's liability under or in connection with an agreement, and the Products sold thereunder, shall be limited to 50% of the value of the Product in the order confirmation/ the agreement, whether such liability arises under the agreement (including penalties or indemnities), tort (including negligence), equity, under statute, or otherwise.
- 13.4** Alfen shall not be liable for any loss or damage of profits, revenues, use, production, contracts, goodwill, corruption of software, data or information, or for any indirect, special or consequential loss or damage whatsoever in whichever form.
- 13.5** Customer is obligated to indemnify and hold harmless Alfen for and from all claims of third parties for compensation of damages in connection with the delivered Products.

14. Retention of title

- 14.1** Until Customer has fulfilled all financial obligations towards Alfen, including interest and costs, Alfen retains ownership to the Products. It is the duty of the Customer to store and control the Products with appropriate care.
- 14.2** In the event of resale, Customer hereby assigns to Alfen all claims or debts including all ancillary rights and collateral security, accruing to Customer in respect of his customers and the resold Products, and Alfen hereby accepts such assignment. The Customer, upon demand, shall disclose to Alfen the names and addresses of his customers as well as the accounts receivable and amounts due resulting from such sales. Unless revoked by Alfen and without prejudice to Alfen's sole title in the assigned receivables, the Customer may collect the receivables assigned to Alfen in his own name, but for the account of Alfen.

15. Termination, legal succession and assignment

- 15.1** In case of a cancellation or termination of the agreement by the Customer, Alfen is entitled to compensation of the total value of the agreement, including the calculated profit. In case of a rightful cancellation by the Customer on the basis of article 15.2 (a), Alfen is entitled to reimbursement of the costs Alfen has made up and until the moment of cancellation.
- 15.2** Both parties have the right to cancel the agreement in the following cases only:
- (a) there is a deliberate or gross failure in the fulfilment of material obligations under the agreement by the other party, and this failure is not remedied within a reasonable period given in writing by the affected party; or
 - (b) the other party ceases or threatens to cease carrying on its business, becomes insolvent, files an application for bankruptcy, enters into a composition with its creditors or goes into liquidation.
- Orders are binding also on the legal successor of the Customer or Alfen. The rights and obligations as determined in the agreement and these General Terms may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. The aforementioned will not apply in case of assignment to legal successor(s). Such an assignment will be valid upon the notification to the other party in writing.

16. Export

If the Customer exports (parts of) the Products, the Customer undertakes to observe all applicable national and international export regulations and shall indemnify Alfen against all claims of third parties in connection with these export regulations.

17. Personal data

- 17.1** If the Customer receives personal data from Alfen within the context or performance of the agreement, regarding which the Customer qualifies as a processor, the Customer guarantees that the Customer complies with the General Data Protection Regulation and all other applicable laws and regulations regarding data protection (the 'GDPR'). In that case, parties will make

further arrangements in a data processing agreement. Parties will also conclude a data processing agreement if Alfen receives personal data from the Customer within the framework of the agreement regarding which Alfen cannot be considered to be the controller.

- 17.2** If the Customer has to be considered to be the controller under the GDPR, the GDPR applies directly to the Customer and the Customer guarantees that it acts in accordance with the GDPR.
- 17.3** Alfen has drawn up a privacy statement which can be consulted at Alfen's website. If Alfen receives personal data from the Customer within the context or the performance framework of the agreement, the Customer will inform the data subjects of this privacy statement.

18. Severability

- 18.1** In the event that one of the provisions of these General Terms or the agreement should, for whatever reason, be void or invalid, this shall not affect the validity of the other provisions.
- 18.2** Parties undertake to replace the invalid regulation with a valid one which comes closest to the economic intent of the invalid regulation.

19. Governing law

- 19.1** These General Terms and any agreement to which these General Terms are applicable and any dispute or claim arising out of or in connection with these General Terms or the agreement and its subject matter shall be governed by and construed in accordance with the laws of the Netherlands, excluding book 7 of the Dutch Civil Code, and excluding the UN Convention for the International Sale of Goods.
- 19.2** All disputes arising out of or in connection with these General Terms and any agreements to which these General Terms are applicable or further agreements resulting there from, shall be settled by the District Court "Midden Nederland", location Almere, the Netherlands.

Alfen Carry In Warranty EV Products is applicable which can be found at ([Alfen Carry-In Warranty-EN.pdf](#))