

ALFEN CHARGING EQUIPMENT SERVICE TERMS & CONDITIONS

1. General scope

1. Alfen ICU B.V., registered with the Dutch Chamber of Commerce under number 64998363 ('**Alfen**') is a developer and manufacturer of charging equipment for electric vehicles (the '**Product(s)**') and offers corrective and preventive maintenance services in relation to these Products in the form of service subscription options (the '**Service Subscription(s)**') under which service activities will be performed by Alfen or a service partner of Alfen (the '**Services**') to entities that possess and/or manage one or more Products from Alfen (the '**Customer(s)**').
2. For the purpose of these Alfen charging equipment service terms & conditions (the '**Service Terms**') the term '**Services**' includes any and all requests for services, regardless of whether a Service Subscription has been taken out by Customer.
3. These Service Terms apply to all requests for Service Subscriptions, all requests for Services, all confirmations made by Alfen in relation thereto, and to the provision of Services. Upon placing an order for a Service Subscription and/or a request for Service, but in any case, upon performance of the Services by Alfen, Customer acknowledges the applicability of these Service Terms. Any (general) terms or conditions of Customer are not applicable.
4. These Service Terms shall apply during the entire term of the Service Subscription of Customer, i.e. for subsequent requests, negotiations or agreements in relation to Services as well.
5. Deviations from these Service Terms shall be permitted only if and in so far as the authorized representatives of Alfen have expressly accepted any such deviation in writing, and only in respect of the specific agreement for which the relevant deviations have been agreed.

2. Security and Access to the Product and Firmware

The Product contains integrated software (the "Firmware"), for which the Firmware Terms and Conditions apply and can be obtained at <https://alfen.com/nl/downloads>. In order to use the Firmware, Customer must sign in the first time using the default password provided by Alfen. Customer shall apply a unique password during installation and change the passwords regularly in order to prevent unauthorized access. Customer shall be responsible for access to the Product. For the Service provision by Alfen, Customer shall (i) provide Alfen with physical and electronic access to the Product and (ii) ensure that the latest version of the Firmware is installed on the Product. Alfen shall not be responsible for damage or loss caused by unauthorized access to the Product.

3. Service Subscription and Services

1. Customer may purchase Service Subscription(s) via the Alfen Webshop and/or the Alfen service portal and/or the Alfen App. Via the order form in the Webshop and/or service portal and/or the App, Customer indicates (i) the ID number, object number, commissioning date and exact location of each Product regarding which the Service Subscription will be taken out, (ii) the exact location on which these Products are installed and commissioned, (iii) which Service Subscription(s) Customer wishes to take out in relation to these Products, and the number of years for which Customer wishes to take out that Service Subscription, and (iv) the information of the contact person of Customer. Once the order is confirmed by Alfen, the Service Subscription is successfully concluded.
2. In case of a Product failure, Customer may report such failure and request Service by using the Alfen service portal via <https://support.alfen.com> (the '**Service Portal**'), or, in case the 'first line telephone support' Service Subscription has been purchased, via telephone, hereinafter referred to as a '**Service Request**'.
3. With each Service Request, Customer shall indicate (i) the ID number, object number, commissioning date and exact location of the Product, (ii) a description of the failure or the request, (iii) the diagnostics, logging/event files and configuration parameters (a) between 24 hours before and 1 hour after the reported failure, and (b) between the moment of the last successful charging session until 1 hour after the reported failure, and (iv) the contact information of the premise superintended or end-user.
4. Alfen will confirm the receipt of a Service Request by providing Customer a Service Request number. If Customer does not receive a Service Request number from Alfen, the Service Request has not been received properly by Alfen.
5. In case the Service Subscription taken out by Customer indicates a lead time, the lead time starts upon the moment the Service Request is confirmed by Alfen. The lead time is calculated by taking the hours between the moment of the Service Request confirmation of Alfen and the moment the failure has been reported as resolved remotely or on site. The following periods are excluded from the lead time calculation and the Service Request may appear in an 'on-hold status' in the Service Portal (i) time Customer needs to respond to a request for more information, and (ii) time Customer needs to confirm a proposed date for a site visit, and (iii) time between the first proposed date and the actual site visit date (if the changed date is requested by or via Customer), and (iv) time on a Saturday, Sunday or public holiday in the country in which the Product is installed and commissioned (every other day a '**Business Day**') and time outside the hours of 08.00 and 16.00 on Business Days (every other hour '**Business Hours**').

4. Term and termination

1. Each Service Subscription shall take effect and shall remain in full force on the date and for the period indicated in the confirmation of the order for the Service Subscription, after which period the Service Subscription will end by virtue of law.
2. Each Party has the right to terminate a Service Subscription with immediate effect by giving written notice to the other Party in case of receivership, bankruptcy, liquidation, forced assignment, or other financial difficulties or important occurrences by reason of which either Party is prevented from carrying out the spirit of Service Subscription.
3. Customer may terminate a Service Subscription by sending a written notice to Alfen, taking into account a notice period of one (1) month, in case Alfen announces a price adjustment in accordance with article 5.3, and Customer cannot reasonably agree with this adjustment. The termination (including the termination period of one (1) month) cannot be done on a date that lies beyond the effective date of the adjusted price list.

5. Exclusions

1. A Service Subscription can only be purchased if, and Customer pledges towards Alfen that, the following conditions are met (i) the relevant Product is installed and commissioned, and (ii) the date of the purchase order of the Product is not older than 6 months prior to the starting date of the Service Subscription, and (iii) the Product has not already been in use for longer than 10 days after commissioning thereof, and (iv) the data usage for Services has been approved by the owner of the Product, and (v) the Product is connected to the Alfen back-office system (ICU Connect) or to a back-office system that complies with the requirements set out in article 16, and the Product is an online-model.
2. The Services as indicated in each Service Subscription will only be performed if Customer has purchased a Service Subscription in relation to the Product for which the Service Request is issued, and the Product for which the Service Request is issued is installed and commissioned in one of the countries in which that Service Subscription is available. The Services can only be provided if Customer provides Alfen with physical and electronic access to the Product.
3. If a Service Request concerns any of the following circumstances, which circumstances are out of the scope of the Service Subscription, Alfen may provide the Services, but Alfen will invoice the costs thereof separately to Customer, (i) Services for a Product installed in remote areas, like islands and other isolated areas, (ii) Services for a Product that has been reported by Customer as being permanently removed from the installed base, and (iii) Services as a result of:
 - a) imputable acts by the user of the Product;
 - b) external damage (including, but not limited to, lightning, vandalism, fireworks, collision);
 - c) failures from the grid or distribution service operator;
 - d) wrong installation of the Product or the power supply outside the Product;
 - e) malfunction of the back office system, other than the back-office of Alfen, ICU Connect, whereby the back office requirements are set out in article 16;
 - f) use of non-approved attachments or non-genuine parts;
 - g) malfunctioning or damage due to activities by third parties, not hired or authorized by Alfen;
 - h) change requests due to a wrongly ordered configuration;
 - i) force majeure;
 - j) activated Residual Current Device (RCD) by the electric vehicle;
 - k) failures from the GPS/GPRS provider;
 - l) the electric vehicle itself (including, but not limited to, broken EV charging cable or socket, tripping RCD, soft- or hardware problem in the converter);
 - m) any other circumstances, where the Product has been subject to misuse, faulty installation or maintenance (unless performed by Alfen), or when a Product has been disassembled, modified or repaired by an unauthorized party;together referred to as '**Exclusions**'.
4. Any indicated lead times in relation to the Service Subscription are not applicable if any of the Exclusions apply.

6. Pricing and payment

1. The prices to be paid by Customer in relation to the Services depend on **if** a Service Subscription is taken out and **what level** of Service Subscription is taken out. The prices payable for the Service Subscriptions are indicated in the Alfen Webshop and/or Service Portal and/or App. The price payable for a Service Subscription shall be paid per month in advance, or – in case the Service Subscription relates to a warranty extension – per full period of the warranty extension per Product in advance, based on all Products covered by the Service Subscription.
2. Customer shall pay each invoice within 30 days after the date of the invoice (the '**Due Date**').
3. Alfen reserves the right to adjust the prices as of 1 January of each calendar year. Alfen will timely inform Customer of the new prices.

4. In the event that the market price for labour increases or the costs to Alfen for providing the Services increases, the prices may be adjusted accordingly upon immediate notice.
5. Without prejudice to any other right or remedy Alfen may have, if Customer fails to pay Alfen any amount before or on the Due Date, Alfen may (i) charge interest on such sum from the Due Date for payment at a monthly rate of 8% and compensation in respect of all costs connected with the recovery of Alfen's claim, including all legal fees and expenses and VAT, and (ii) suspend the performance of all Services until payment has been made in full.
6. All sums payable to Alfen under a Service Subscription shall become due immediately upon termination of the Service Subscription. This clause is without prejudice to any other rights Alfen may have under the law or these Service Terms.
7. Services performed that are not covered under the Service Subscription will be invoiced separately on a time and material basis under the following conditions: (i) the charges payable for the Services performed shall be calculated in accordance with Alfen's standard daily fee rates, as amended from time to time by Alfen, and (ii) Alfen's standard daily fee rates for each employee involved are applicable during Business Days and Business Hours, and (iii) Alfen shall charge 150% of the standard daily fee rate outside Business Hours and 200% of the standard daily fee rate outside Business Days.
8. For Services performed in relation to Exclusions or other Services not included in the Service Subscription taken out by Customer (if any), Alfen invoices Customer after the performance of these Services.

7. Obligations of Customer

1. Customer shall:
 - a) provide Alfen, its agents, subcontractors, consultants and employees with the passwords and RFID cards or tags to the Product for testing purposes;
 - b) co-operate with Alfen in all matters relating to the Services and appoint a single point of contact for Alfen;
 - c) take all necessary precautions to keep the Product in good working order and to prevent damage and to comply with the legal provisions and all manuals concerning the security and handling of the Product;
 - d) provide Alfen, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, physical and remote electronic access to the Product, data and other facilities as reasonably required by Alfen to perform the Services;
 - e) allow third parties to inspect the Product at a time at which this can reasonably be required;
 - f) inform Alfen of all health and safety rules and regulations and any other reasonable security requirements that apply at the location of the Product; and
 - g) inform Alfen as soon as reasonably possible if changes are made to the Product or the location of the Product, that may lead to an increased risk in relation to the Product.
2. If Alfen's performance of the Services is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants or employees, Alfen shall not be liable for any costs, charges or losses sustained or incurred by Customer that arise directly or indirectly from such prevention or delay.

8. Warranty

1. Notwithstanding any Service Subscription taken out, the Alfen standard factory warranty is available at www.alfen.com.

9. Liability

1. Save in case of fraud, wilful intent or any other liability that cannot be limited or excluded under applicable law on the part of Alfen, the maximum total liability of Alfen, whether in contract, tort (including negligence), for breach of statutory duty, indemnifications or otherwise, arising out of or in connection with the Service Subscription or the Services shall be limited (i) per event to 15% of the amounts paid by Customer in relation to Service Subscriptions during the 12 month period prior to the occurrence of the event giving rise to the damage and (ii) per year to the equivalent of 50% of the amounts paid by Customer under any Service Subscriptions in that period.
2. Alfen shall not be liable to Customer for any damage arising under or in connection with these Service Terms, a Service Subscription or the performance of Services for loss of warranty, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, or any indirect or consequential loss.

10. Force Majeure

1. Alfen may suspend the performance of Services and will not be liable for delay in performing, or failure to perform, any of its obligations thereto if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

11. Confidentiality and marketing

1. Alfen and Customer undertake that they shall not at any time during the term of this Service Subscriptions and for a period of 1 (one) year after termination of the last Service Subscription, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other or of any member of the group of companies to which the other belongs.
2. Alfen and Customer may disclose the other's confidential information:
 - a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under a Service Subscription or the performance of the Services. Alfen and Customer ensure that its employees, officers, representatives or advisers to whom it discloses the other's confidential information comply with this article 11; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. Alfen and Customer shall not use any confidential information of the other for any purpose other than to perform its obligations under a Service Subscription or to perform the Services.
4. Notwithstanding the previous articles, Alfen shall be allowed to use Customer's name for marketing purposes in press releases, social media or on its website.

12. Service providers

1. Alfen may assign its obligations under a Service Subscription or the performance of Services to third parties.

13. Personal data

1. Alfen may receive personal data from Customer, regarding which Alfen qualifies as a controller, because Alfen determines the purposes and means of the processing of the personal data. The GDPR therefore applies directly to Alfen and Alfen will act in accordance with it.
2. Alfen has drawn up a privacy statement which can be consulted at Alfen's website. Customer will inform the data subjects of this privacy statement.

14. Other provisions

1. The invalidity of any provision of these Service Terms shall not affect the enforceability of the other provisions of these Service Terms and merely render such invalid provision ineffective. Such provision shall be replaced by a valid and enforceable provision which corresponds as closely as possible to the intentions of Alfen.

15. Disputes and governing law

1. All disputes arising in connection with these Service Terms, any Service Subscription or the performance of Services, shall be settled by the District Court Midden Nederland, location Almere, the Netherlands.
2. These Service Terms, any Service Subscription, the performance of Services, and any dispute or claim arising out of or in connection with it or any other disputes between Alfen and Customer shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of law principles and excluding the UN Convention for the International Sale of Goods (CISG).

16. Back-office requirements

In order to be able to order Services, the Product shall possess Alfen ICU Connect or another approved back office, which meets the following requirements:

- a) the back-office shall be fully compatible with OCPP (Open Charge Point Protocol) 1.5 or higher, based on Json;
- b) the FTP (File Transfer Protocol) server shall be reachable from the back-office for uploading diagnostics files and downloading firmware to the Product;
- c) the charging equipment identifier and address shall be presented: mandatory only in case Alfen provides the 1st line telephone support;
- d) Alfen requires access to the (Service) Customers' back-office also with regards to the following functionalities:
 - OCPP messages (logging);
 - Transactions (start and stop times, RFID-tag and kWh);
 - RemoteStop: mandatory only in case Alfen provides the 1st line telephone support;
 - Reset (hard);
 - UnlockConnector: mandatory only in case Alfen provides the 1st line telephone support;
 - UpdateFirmware;
 - ChangeAvailability;
 - ChangeConfiguration;
 - ClearCache: desirable;
 - GetConfiguration;
 - GetDiagnostics and RemoteStart.