

# ALFEN CHARGING EQUIPMENT (ACE) SERVICE TERMS & CONDITIONS



**ALFEN**  
POWER TO ADAPT

## 1. General scope

- 1.1** Alfen ICU B.V., Hefbrugweg 28, 1332 AP Almere, the Netherlands, registered with the Dutch Chamber of Commerce under number 64998363 ('Alfen') is a developer and manufacturer of charging equipment for electric vehicles ('Products') and offers corrective maintenance services in relation to these Products (the 'Services') to entities or persons that use and/or possess and/or manage and/or own one or more Products (the 'Customers'). The Services may be provided under a service module agreement between Alfen and Customer (a 'Service Module'), but may also be requested without a Service Module in place. The terms and conditions that apply to the provision of the Services – whether or not a Service Module is in place – are set out in these service terms & conditions (the 'Service Terms').
- 1.2** These Service Terms apply to all Service Modules, 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 Module and/or a request for Service, but at the latest 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.
- 1.3** Deviations from these Service Terms shall be valid 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

- 2.1** The Product contains integrated software (the 'Firmware'), for which the Firmware Terms and Conditions apply that can be obtained at <https://alfen.com/downloads>. In order to use the Firmware, Customer must sign in the first time using the default password provided by Alfen or set by Customer during the order process of the Product. Customer shall use a unique password during installation and shall change the passwords regularly in order to prevent unauthorized access. Customer shall be responsible for access to the Product. For Alfen to be able to provide the Services, 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 Modules

- 3.1** Service Modules can be purchased by Customer via the Alfen Webshop upon ordering the Product.
- 3.2** The Service Module can also be purchased by Customer via the Alfen Webshop after the Products have been ordered but before the end of the warranty period (as per article 8.1), in which case the price the Customer is due shall include the service fee for the period between the moment the Product was ordered and the moment the Service Module was purchased.
- 3.3** Service Modules can be purchased for two or more years, but the duration of a Service Module shall never exceed the period of five (5) years and three (3) months after the shipment of the Product.
- 3.4** Once the Service Module order is confirmed by Alfen, the Service Module is successfully concluded.
- 3.5** Service Modules can be purchased only in relation to Products that are or will be installed in countries in which Alfen provides Services, as is shown on the 'Price list ACE Warranty Extension & On Site Service' available at <https://alfen.com/downloads>. If Customer purchases a Service Module for a Product that Customer finally installs in a country in which Alfen does not provide Services, this will be entirely at the Customer's risk and expense and the Customer cannot claim any form of compensation.
- 3.6** Each Service Module shall take effect (i) on the day the Product is shipped from Alfen's factory in Almere, the Netherlands, if the Service Module is ordered before the shipping date of the Product, or (ii) one month after the Service Module has been successfully concluded in accordance with article 3.4 of these Service Terms if the Service Module is ordered after the shipping date of the Product.
- 3.7** Notwithstanding article 3.3 of these Service Terms, each Service Module shall remain in place during the period indicated in the confirmation of the order for the Service Module, after which period the Service Module will end by virtue of law.

**3.8** Each Party has the right to terminate a Service Module 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 Module.

## 4. Services

**4.1** In case of a Product failure, Customer may report such failure and request Services (a **'Service Request'**) by using the Alfen service portal via <https://support.alfen.com> (the **'Service Portal'**).

**4.2** With each Service Request, Customer shall indicate (i) the ID number, object number 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 Product end-user.

**4.3** 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.

**4.4** In case Customer has taken out a Service Module and this Service Module 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, (ii) time Customer needs to confirm a proposed date for a site visit, (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 Netherlands or 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.

## 5. Pricing and payment

**5.1** The prices payable for the Service Module are indicated by Alfen in the Alfen Webshop. The price payable for a Service Module shall be paid per full period of the Service

Module per Product in advance. After the Service Module has been purchased via the Alfen Webshop in accordance with article 3, Customer shall receive an invoice from Alfen.

**5.2** Depending on whether or not the Product is (i) covered by a Service Module, (ii) covered by warranty (as per article 8.1), or (iii) an Exclusion applies (as per article 6.3), the prices payable in relation to a Service Request may consist of (i) call-out charges, and/or (ii) labour charges, and/or (iii) material costs. Alfen invoices Customer after the performance of these Services.

**5.3** Customer shall pay each invoice within 30 days after the date of the invoice (the **'Due Date'**).

**5.4** Customer cannot derive any rights from prices of previously purchased Service Modules or previously paid costs in relation to call-out, labour or materials. Alfen reserves the right to adjust said prices at any given time.

**5.5** 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.

**5.6** 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. Exclusions

**6.1** The Services as indicated in each Service Request will only be performed if the Product for which the Service Request is issued is installed and commissioned in one of the countries in which the Services are available.

**6.2** The Services can only be performed if Customer provides Alfen with physical and electronic access to the Product. In case any locks prevent Alfen from getting to the Product, or in case of any (non-factory standard) locks on the Products, the Customer must timely provide Alfen with the necessary keys and access, failing which no Services can be performed. Alfen is never responsible for the key management in relation to the Product and does not keep any records of which keys are needed or who keeps these keys.

**6.3** If a Service Request concerns any of the following circumstances Alfen may provide the Services, but Alfen will invoice all costs thereof to Customer, and any lead times as indicated in a Service Module shall not apply: (i) Services for Products installed in remote areas, like

islands and other isolated areas (for instance >100km outside cities in Norway, Finland, Sweden), (ii) Services for Products that have 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;
- f) use of non-approved attachments or non-genuine parts;
- g) malfunctioning or damage due to activities by third parties, not authorized by Alfen;
- h) wrongly ordered configurations;
- 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'.

- 6.4** Indicated lead times in relation to the Service Module are not applicable if any of the Exclusions apply.

## **7. Obligations of Customer**

### **7.1** Customer shall:

- a) 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;
- b) provide Alfen, its agents, subcontractors, consultants and employees with the passwords and RFID cards or tags to the Product;
- c) co-operate with Alfen in all matters relating to the Services and appoint a single point of contact for Alfen;
- d) take all necessary precautions to keep the Product in good working order and to prevent damage;
- e) comply with applicable legal provisions and all manuals concerning the security and handling of the Product;

- f) allow third parties to inspect the Product at a time at which this can reasonably be required;
- g) inform Alfen timely of all health and safety rules and regulations and any other security requirements that apply at the location of the Product; and
- h) 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.

## **8. Warranty**

- 8.1** The Alfen standard factory warranty is applicable and available at <https://alfen.com/downloads>.

## **9. Liability**

- 9.1** Save in case of fraud, wilful intent or any other liability that cannot be limited or excluded under Applicable Law (as defined in article 14.2), Alfen's maximum liability, whether in contract, tort (including negligence), for breach of statutory duty, indemnifications or otherwise arising out of or in connection with Services provided under a Service Request shall be limited to (i) € 1.000 (in words thousand euro) per event, or (ii) € 10.000 (in words ten thousand euro) per Customer per calendar year.
- 9.2** Alfen shall not be liable to Customer 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, loss of or corruption of software, or any indirect or consequential loss arising under or in connection with these Service Terms, a Service Module or the performance of Services.
- 9.3** Alfen shall not have any obligations towards Customer in terms of Services and shall not be liable towards Customer for any costs, charges or losses sustained or incurred by Customer if Alfen's performance of the Services is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants, employees, the premise superintended or the Product end-user.

## **10. Force Majeure**

- 10.1** 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 Alfen, its suppliers, or contractors, being affected by war, whether or not declared, civil unrest, hostilities, invasion, rebellion, terrorism, revolution, insurrection, military or usurped power, riot, protests, commotion, disorder, munitions of war, explosive materials, ionizing radiation or contamination

by radio-activity, Acts of God, natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity, floods and extreme unusual and excessive wind, snow and other adverse weather conditions, general strikes, walkouts, lockouts or similar industrial or labour actions or disputes (whether local, regional, national or on a sector level), epidemics, pandemic and any local, national or international governmental actions in relation thereto, government intervention, shortages of energy or raw materials, delays or unavailability of supply of components, lack of means of transportation and other unforeseen supply problems. 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.

## 11. Data and marketing

- 11.1 Alfen may disclose Customer's information to its employees, officers, representatives, suppliers, contractors or advisers who need to know such information for the purposes of carrying out its obligations under a Service Module or the performance of the Services.
- 11.2 Alfen may use Customer's name for marketing purposes in press releases, social media or on its website.
- 11.3 If Alfen receives personal data from Customer in relation to the performance of the Services, Alfen qualifies as a controller under the General Data Protection Regulation (the 'GDPR'), 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.
- 11.4 Alfen has drawn up a privacy statement which can be consulted at <https://alfen.com/>. Customer will inform the data subjects of this privacy statement.

## 12. Service partners

- 12.1 Alfen may assign its rights and obligations under these Service Terms, Service Modules, Service Requests, or the performance of Services, to third parties.

## 13. Other provisions

- 13.1 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.

## 14. Disputes and governing law

- 14.1 All disputes arising out of or in connection with these Service Terms, any Service Module or the performance of Services, shall be settled by the District Court Midden Nederland, location Almere, the Netherlands.
- 14.2 These Service Terms, any Service Module, 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 (the '**Applicable Law**'), excluding its conflict of law principles and excluding the UN Convention for the International Sale of Goods (CISG).