

1. DEFINITIONS

In these conditions:

- a) **“Business Day”** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- b) the **“Company”** means ChargePoint Technology Limited incorporated and registered in England and Wales with company number 6751239 whose registered office is at 58 Evans Road, Liverpool, L24 9PB.
- c) the **“Customer”** means the person or company to whom this document is addressed.
- d) **“Data Protection Legislation”** means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- e) the **“Deliverables”** means any deliverables of the Services that the parties agree the Company will deliver to the Customer.
- f) the **“GDPR”** means the General Data Protection Regulation (EU 2016/679).
- g) the **“Goods”** means any product ordered by the Customer from the Company or to be supplied by the Company to the Customer.
- h) the **“Services”** means the services, including the Deliverables, ordered by the Customer from the Company or to be supplied by the Company to the Customer.
- i) the **“Services Specification”** means the description or specification for the Services provided by the Company to the Customer.

2. CONDITIONS

- a) These conditions shall form the basis of the contract for the sale of the Goods and / or the supply of the Services between the Company and the Customer. Notwithstanding anything to the contrary in the Customer’s standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by a director of the Company. No servant or agent of the Company has power to vary these conditions verbally, or to make verbal representations or promises about the condition of the Goods, their fitness for any purpose or any other matter whatsoever.
- b) Except as provided in clause 2(c) below, these conditions shall apply in substitution of all previous terms and conditions upon which the Company and the Customer shall have carried on business.
- c) In the event that the Company supplies any software to the Customer installed on or for use in connection with the Goods and / or Services, the use of such software will be subject to a separate licence agreement. The Company does not sell the software to the Customer and the Company (and, where applicable, its licensors) remains the owner(s) of the software at all times. By using the software the Customer agrees to the terms of the applicable licence agreement, details of which are available on the Company website.

3. ORDER ACCEPTANCE

Unless otherwise expressly stated in writing, all quotations and estimates by the Company are to be treated as an invitation for the Customer to place an order to purchase Goods and / or Services. The Customer's order is an offer to purchase the Goods and / or Services. A legally binding contract will only be formed upon the Company posting its confirmation of acceptance of the order (the "Contract"). A confirmed order may only be cancelled or varied with the Company's written consent. The giving of the Company's written consent shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.

4. DELIVERY OF GOODS

a) Unless otherwise stated, all quotations and official acknowledgements of orders issued by the Company are priced on an Ex-Works basis (as such term is interpreted in accordance with the meaning given in the Incoterms 2010 rules).

b) The Company will endeavour to fulfil the Customer's delivery requirements for the Goods promptly but no liability is accepted for failure to deliver within quoted times. Time of delivery shall not be of the essence unless expressly stipulated in writing in the Customer's order form and the Company's acceptance of the order. If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components, or any other cause beyond the reasonable control of the Company a reasonable extension of the time for delivery shall be granted.

c) If the Customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch the Company shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of so doing and to tender its account for the price.

5. GUARANTEE

a) The Customer shall carry out a thorough inspection of the Goods within a reasonable time after their delivery and shall give written notification to the Company forthwith of any defects which a reasonable examination would have revealed. In the case of other defects, the Customer shall give written notification of defects in the Goods within 12 months from the date of delivery or (if the Goods have been supplied by the Company with a defects liability period) the end of the defect liability period whichever is the shorter.

b) Subject to compliance with the above obligations, which shall be a condition precedent to the Company's liability, the Company will repair or replace (at its option) any components which fail due to faulty materials or workmanship.

c) Such repair or replacement shall be the Customer's sole remedy in respect of any claim it has under the guarantee given by the Company in Clause 5 a) above. The liability of the Company under this guarantee shall be limited to the invoice value of the components replaced or repaired and the Company shall not be liable for any consequential loss or damage howsoever caused. It shall be the duty of the Customer to insure against such consequential loss and to hold the Company harmless.

d) This guarantee does not cover consumable items including (but not limited to) gaskets, seats, seals, filters.

e) The Company shall be under no liability in respect of any defect in the Goods arising as a result of or in connection with any drawing, design or specification supplied by the Customer.

f) The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) or misuse, alteration or repair of the Goods without the Company's approval.

g) The Company shall be under no liability under the above warranty for any other warranty, condition or guarantees if the total price for the Goods has not been paid by the due date for payment.

6. GOODS LOST / DAMAGED IN TRANSIT / OR SHORT DELIVERED

a) Where the Company is responsible for delivery of the Goods (interpreted in accordance with the meaning given in Incoterms 2010 Rules), the Customer shall note any claim for short delivery and/or for damage to Goods on the delivery schedule at the time of delivery and shall confirm such claims in writing to the Company's head-office within three working days from the date of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged Goods. If short delivery does take place, the Customer undertakes not to reject the Goods but to accept the Goods delivered as a part performance of the Contract. Where the Customer is responsible for delivery of the goods (interpreted in accordance with the meaning given in Incoterms 2010 Rules), the Company accepts no responsibility for short delivery and/or for damage to Goods incurred following collection of the Goods from the Company premises.

b) The Company will only replace the Goods lost or damaged in transit provided that the Customer has acted in accordance with Clause 6 a).

7. RETURN OF GOODS FOR CREDIT

a) The Company will not accept Goods returned for credit unless previously agreed in writing by the Company.

b) Before consideration can be given to the acceptance of Goods returned for credit, the Customer must provide the date of original supply and the invoice number on which they were charged.

c) The Company reserves the right to refuse to accept any Goods which are not in their original condition.

d) If Goods are returned for credit without any prior agreement in writing with the Company as provided for in Clause 7 a), the Company shall not accept any responsibility for any damage caused to the Goods or loss suffered while the Goods are in the possession of the Company.

8. SUPPLY OF SERVICES

a) The Company shall supply the Services to the Customer in accordance with the Services Specification in all material respects.

b) The Company shall use all reasonable endeavours to meet any performance dates for the Services agreed with the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

c) The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

d) The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

9. CUSTOMER'S OBLIGATIONS

a) The Customer shall:

- i) ensure that the terms of the order to purchase Goods and / or Services, and any information it provides in the Service Specification, are complete and accurate;
- ii) co-operate with the Company in all matters relating to the Services;
- iii) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;
- iv) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- v) prepare the Customer's premises for the supply of the Services, including ensuring that any equipment upon which the Services are to be performed is clean;
- vi) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- vii) comply with all applicable laws, including health and safety laws;
- viii) keep all materials, equipment, documents and other property of the Company ("**Company Materials**") at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company 's written instructions or authorisation; and
- ix) comply with any additional obligations as set out in the Service Specification.

b) If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- i) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company 's performance of any of its obligations;
- ii) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company 's failure or delay to perform any of its obligations as set out in this clause 9; and

iii) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

10. TRADE SECRETS AND INDUSTRIAL PROPERTY

Any know-how, technical information or documents supplied at any time by the Company to the Customer in connection with these conditions, a Contract or any earlier associated product trials, shall be treated as confidential by the Customer, its employees or agents and shall not be reproduced or disclosed to any third party or used for any purpose other than for the purpose of the Contract without the Company's written consent, unless and until the same is public knowledge or comes into the Customer's possession bona fide from a third party.

11. COST VARIATION

All quotations and estimates issued by the Company are, unless otherwise stated, based on current cost of production including (but not limited to) materials, hours and wages and are subject to amendment by the Company on or after acceptance of the Customer's order to meet any recognised rise or fall in such cost.

12. GOVERNMENT TAXES OR LEVIES

Any variation to prices quoted as a result of government taxes and levies will be payable by the Customer.

13. DESIGN

a) It is the Customer's responsibility to ensure that all necessary approvals have been granted before manufacture of the Goods commences. The Company will assist in supplying drawings and calculations when requested to do so. No design work or calculations will be issued prior to the placing of an order by the Customer and acceptance of such order. An additional charge will be made for any design work or drawings required over and above those normally supplied by the Company.

b) It is the Customer's responsibility to satisfy itself that the drawings, calculations and specifications are correct. No responsibility for errors or omissions will be accepted by the Company once the Customer has approved details submitted. In any event the Company's responsibility is solely confined to its own manufactured components and does not extend to other products or components or overall structural or architectural considerations.

14. TECHNICAL SPECIFICATIONS, CATALOGUES ETC

a) All descriptions, technical specifications, drawings, illustrations given in catalogues or other literature issued by the Company, while given in good faith, shall not form part of the Contract unless specifically incorporated therein and the Company accepts no liability for minor variations.

b) The Company's specifications, data and other documents shall remain the property of the Company and any intellectual property rights including but not limited to copyright in the same remains vested in the Company. The Customer shall not acquire any intellectual property rights in such materials or works.

15. REPRESENTATIONS, ADVICE AND EXCLUSION OF IMPLIED TERMS

- a) The rights, obligations and liabilities of the parties under these conditions shall be in lieu of any warranty, condition implied by common law or by statute into a contract for the sale of products or services.
- b) No warranty is given that products or services are suitable or sufficient for any specific purpose unless such purpose is defined in the Contract and expressly accepted by the Company in writing.
- c) Advice given or representations made by the Company, its employees or agents are given and made without liability or otherwise unless the Company agrees in writing to provide technical advice in return for a specific fee, in which case the liability of the Company, its employees and agents shall be limited to the amount of the fee received for such work.

16. DATA PROTECTION AND DATA PROCESSING

In performing the Contract, we may have access to the work email address and contact telephone numbers of some of your employees, only for the purposes of supplying the Goods and / or Services. Such information will be dealt with by the Company in accordance with the Data Protection Legislation.

17. LIMITATION AND LIABILITY

- a) Unless otherwise expressly provided in the Contract the Company's total liability to the Customer under this Contract shall not exceed an amount equal to the total charges paid by the Customer to the Company for the Goods and / or Services in relation to which a claim for liability has arisen.
- b) The Company shall have no liability to the Customer for any: loss of profits, depletion of reputation and goodwill, pure economic losses, special damages, aggravated, punitive and/or exemplary damages, consequential and/or indirect losses and/or interruption of business, loss or damage to data, loss of business, contracts and/or opportunity.
- c) Nothing in these conditions shall exclude or limit the Company's liability for death or personal injury caused by its own negligence, any liability for fraud or fraudulent misrepresentation or any other liability which the Company is not permitted to exclude or limit as a matter of law.
- d) If the Goods and / or Services are supplied to the Customer acting as a consumer nothing in these terms shall exclude or limit any statutory rights of that Customer that the Company is not permitted to exclude or limit as a matter of law.
- e) Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

18. CUSTOMER INDEMNITY

- a) The Customer shall indemnify and hold harmless the Company and its employees against any claim made against or any loss, cost (including any legal costs incurred), damage, injury or expense suffered by the Company or its employees or agents:
 - (i) howsoever arising on the Customer's site or any site to which delivery is made or on which services are provided at the request of the Customer;

(ii) caused or contributed to by the negligence of the Customer, its employees or other persons for whom the Customer is responsible;

(iii) arising out of any breach by the Customer or any liability of the Customer under the Contract or these conditions, save in any case, to the extent directly caused by the negligence of the Company, its employees or agents; or

(iv) arising out of any breach of the Customer's obligations under Clause 18.

b) If at the request of (or by contract with) the Customer, the Company agrees to provide Goods or services to any person who is not a party to the Contract, the Customer shall procure that such person agrees to be bound by these conditions as though a party to the Contract and the Customer shall indemnify the Company against any consequences of the Customer failing so to do, including any claim made by such person.

19. TERMS OF SALE AND PAYMENT

a) Payment for the Goods shall become due 30 days from the Customer's receipt of the Company's invoice unless different terms are stated in the Company's written acceptance of the order to the Customer.

b) Unless that Company and the Customer agree a fixed fee for the Services, the charges for the Services shall be on a time and material basis:

i) the charges shall be calculated in accordance with the Company's daily fee rates, as set out in the order;

ii) the Company's daily fee rates for each individual person are calculated on the basis of an seven-and-a-half-hour day between 8.00 am to 4.30 pm worked on Business Days;

iii) unless agreed otherwise between the parties, the Company shall be entitled to charge an overtime rate of 120% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 19 b) ii); and

iv) the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses (including administration expenses), and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.

c) Where payment is not made on the due date and without prejudice to any other rights which the Company may have arising from non-payments the following rules shall apply:

i) the Company may charge interest on any overdue amount at the rate of 2% above Barclays Bank plc Base Rate, calculated on a day to day balance basis until the Company receives payment;

ii) the Company may treat any or all other agreements between the Company and the Customer as repudiated without prejudice to any other remedies the Company may have by the Customer; and

iii) the Company may refuse to carry out any other work or supply any other Goods to the Customer until all payments due or deemed due pursuant to the clause including any interest accrued under paragraph (a) above have been satisfied.

20. RISK AND TITLE

a) Unless otherwise specified in the Customer's order or the Company's written acceptance of such order, risk in the Goods and damage to or loss or accidental deterioration or destruction of the Goods shall pass to the Customer in accordance with Ex-Works (interpreted in accordance with the meaning given in Incoterms 2010 Rules) and the Customer shall insure against such risk.

b) Goods supplied by the Company to the Customer shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the full price of the Goods and any services supplied therewith.

c) Until such time as referred to in subclause (b) above:

(i) the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall properly protect them as the Company's property. Subject to Clause 18 the Customer shall be entitled to resell or use the Goods in the ordinary course of its business and shall receive as trustee for and account to the Company in respect of any proceeds of sale or otherwise of the Goods including insurance proceeds whether tangible or intangible;

(ii) the Company may require the Customer to deliver up any of the Goods which are still in existence and have not been resold and if the Customer fails to do so forthwith the Company, its employees or agents, may enter on the premises of the Customer or any third party where the Goods are stored and repossess the Goods; and

(iii) the Company may at any time during normal office hours enter the premises of the Customer to determine the whereabouts of the Goods and the Customer's compliance with the provisions of these conditions.

21. ASSIGNMENT AND ONWARD SALES

a) The Customer shall not assign, sub-contract, delegate, transfer or dispose of the Contract and/or any of its rights or obligations under it without prior written consent of the Company.

b) The Customer irrevocably warrants, represents, undertakes and guarantees that it will not sell the Goods onto a third party domiciled in a foreign jurisdiction, where, if the Company were to make such a sale it would be unlawful to do so pursuant to the laws of England and Wales or under any International trade embargo restricting the sale of the Goods from England and Wales to a foreign jurisdiction from time to time.

c) In the event that the Customer discovers that it has resold the Goods in breach of Clause 18 b) it shall notify the Company as soon as such breach is discovered, of the detail of such resale including (but not limited to) the identity of the third party purchaser, the date of the resale, the quantity of Goods resold and any further details requested by the Company.

d) In the event that the Customer breaches Clauses 18 b) and 18 c):

i) the Company shall be entitled to withhold the supply of any undelivered Goods, under the Contract to which the breach relates or any other contract made between the Company and the Customer, to the Customer; and

ii) without prejudice to any remedy which the Company is entitled to under these conditions the parties agree that damages for breach of Clauses 18 b) and 18 c) shall be an inadequate remedy.

22. ANTI-BRIBERY AND CORRUPTION

Both the Customer and Company shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Each party shall have in place policies and procedures including but not limited to adequate procedures (as defined in the Bribery Act 2010), in their businesses to prevent bribery occurring and ensure compliance with this Clause 19.

23. TERMINATION

a) Either party may immediately terminate the Contract by written notice if the other party:

i) commits a material breach of the terms of the Contract (and if remediable the breach has not been remedied within 90 days of receiving notice requiring it to be remedied);

ii) persistently breaches any one or more terms of the Contract;

iii) fails to make any payment when due;

iv) is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, take or suffer any similar action in any jurisdiction or any step is taken (including without limitation the making of an application on the giving of any notice) by it or by any other person in respect of any of these circumstances (except for the purposes of amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on that other party under this Contract); or

v) ceases or threatens to cease to carry on business.

c) If the Company has the right to terminate the Contract under Clause 20 a):

i) the Company may withhold delivery of any undelivered Goods and stop any Goods in transit;

ii) the Company may terminate the Customer's right to re-sell and retain possession of any of the Goods owned by the Company;

iii) the Company may enter the Customer's premises or any other premises where the Goods are or may be stored and may repossess and sell or dispose of any Goods owned by the Company to discharge any sums owed by the Customer to the Company under the Contract or any other agreement with the Customer; and

iv) all monies owed by the Customer to the Company shall immediately become due and payable.

d) On termination of the Contract:

i) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no

invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

ii) the Customer shall return all of the Company Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

e) Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

f) Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

24. STATUTORY OBLIGATIONS AND CONSENTS

a) The Customer shall be responsible for obtaining necessary consents and for conducting its business and using the Goods in accordance with all applicable laws, byelaws and requirements of any governmental or regulatory authority or international trade restrictions whether applicable to the jurisdiction of the Company or the Customer's manufacturing, processing or storage site locations, in connection with the Goods supplied, equipment provided to the Customer, work done on the Customer's site.

b) The Customer's attention is drawn to the fact that statutory regulations and recognised codes of sale practice may cover the storage, handling, conveyance and use of products supplied by the Company.

25. FORCE MAJEURE

The Company shall not be liable for any failure to fulfill its obligations under the Contract if such failure is due to strike, lock-out, industrial dispute, breakdown of plant, transport or equipment or, whether or not of the same nature as the foregoing, to any event or circumstance beyond the Company's reasonable control.

26. THIRD PARTY CONTRACTS

None of the terms and conditions of the Contract shall be enforceable by any person who is not a party to it. This shall not apply to any company within the same group of companies as the Company who the Company consents to being able to enforce the Contract in addition to the Company. The rights of any third party to enforce the Contract may be varied and/or extinguished by agreement between the parties without the consent of any third party.

27. SEVERABILITY

Any invalidity, illegality or unenforceability of any or any part of a provision of the Contract shall not affect the validity, legality or enforceability of the remaining provisions of the Contract.

28.NO WAIVER

No waiver by either party of any breach of the Contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.

29.ENGLISH LAW

All Contracts shall be governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

