

Schedule 3B: Services

These terms and conditions apply to all Customers buying Services in respect of Equipment.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, the following words shall have the following meanings unless the context requires otherwise:

Annual Services Charges means the charges for all Services supplied to the Customer charged annually as specified in the Contract Particulars.

Additional Charges means: (a) the labour rates set out in the Contract Particulars (subject to Indexation and as otherwise amended in accordance with the Contract); plus (b) materials and parts charged at cost plus 20% handling charge.

Customer Platform means the web-based platform which provides the functionality and access to data on Equipment operation.

Customer Support Team means Supplier's customer support team

Defect means that the Equipment does not conform to a material degree with the manufacturer's specification or is subject to material defects in design, materials or workmanship, and **Defective** shall be construed accordingly.

Equipment means the EV Charging Point(s) and any associated equipment which Supplier is contracting to supply Services in relation to as specified in the Contract Particulars.

Good Working Order means the Equipment operating in accordance with the applicable specification issued by the manufacturer of the Equipment.

Good Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar conditions.

Manufacturer's Warranty means the warranty by the manufacturer of the Equipment that it conforms in all material respects with the product description given by the manufacturer.

Services the services as specified in the Contract Particulars to be provided by Supplier under a Contract

Warranty Claim means a claim by Customer against the Manufacturer Warranty in respect of the Equipment.

Warranty Period means the period stated in the Contract Particulars.

1 Annual Service Charges

1.1 Supplier shall be entitled to invoice Customer for the Annual Service Charges at the start of each Contract Year.

2 Customer Platform

2.1 Supplier shall make Customer Platform available to Customer during the Term.

2.2 Supplier shall use its reasonable endeavours to ensure that Customer Platform is available at all times, but does not guarantee that it will be available and fully functional at all or any particular times. Supplier shall notify Customer of any planned or unplanned unavailability of Customer Platform (or any part of its functionality).

2.3 Access to Customer Platform shall be via user-specific usernames and passwords. Supplier shall make the relevant number of user accounts specified in the Contract available to Customer.

2.4 Customer shall (and shall ensure that those using its users shall): (a) only use Customer Platform for accessing data from the Equipment; (b) not alter, reverse engineer, disassemble, decompile, decode, copy or create derivative works from Customer Platform (or any software forming part of Customer Platform); and (c) not rent, lease, sub-license, loan or share access to Customer Platform (or any software forming part of Customer Platform).

2.5 Each Party shall act in accordance with Good Industry Practice in seeking to prevent viruses or other malicious code entering Customer Platform and in seeking to ensure the security of Customer Platform and the data exchanged via Customer Platform.

3 Customer Support

3.1 Customer shall have access to Customer Support Team during the hours specified in the Services description in the Contract Particulars.

4 Maintenance & Warranty Services

4.1 Supplier shall supply the Services described in the Contract Particulars to Customer during the Term.

4.2 Upon completion of any delivery of the Services, Supplier will send to Customer by email any condition reports and other relevant paperwork related to the maintenance of the Equipment.

4.3 If during the Term the Equipment is not in Good Working Order and/or a Defect covered by the Manufacturer Warranty is suspected, Customer shall notify Supplier in writing within forty-eight (48) hours of when Customer identified (or should reasonably have identified) the Defect.

4.4 Supplier shall use its reasonable endeavours to comply with any timings indicated in the Contract and perform investigations and/or repairs to bring the Equipment back into Good Working Order.

4.5 When notifying any Defect or instance of Equipment not being in Good Working Order, Customer shall provide Supplier with: (i) the address at which the Equipment is installed; (ii) a description of the component in which there is a non-compliance; (iv) a description of the non-compliance; (v) a photograph showing the non-compliance where it is visible on the exterior of the Equipment; (vi) history / diagnostic log files relating to the relevant Equipment; and (vii) any other information that Supplier reasonably requires

4.6 If following inspection the Equipment is not in Good Working Order due to a Defect covered by the Manufacturer's Warranty, Supplier may opt to perform the repair or return the Equipment to the Manufacturer (at its sole discretion) for more specialist investigation and/or repair. Supplier may make a Warranty Claim on Customer's behalf, provided that Supplier shall not be required to incur any expenditure in respect of the Warranty Claim on Customer's behalf.

4.7 Customer acknowledges that certain exclusions apply to the Manufacturer Warranty and acceptance of a Warranty Claim is at the discretion of the manufacturer (and not Supplier).

Schedule 3: Supply of Electric Vehicle Charging Points & Related Services

- 4.8 Where the Defect was (in whole or part) caused by:
- (i) the negligent or wilful acts or omissions of Customer, other third parties and/or users of the Equipment;
 - (ii) the use or installation of parts or attachments not approved by the manufacturer and/or Supplier;
 - (iii) any use of the Equipment otherwise than in accordance with the manufacturer's instructions or use after Customer has given notice of a Defect;
 - (iv) any alteration, maintenance, disassembly, modification or repair other than by Supplier;
 - (v) Force Majeure;
 - (vi) the electric vehicles using the Equipment, including any residual current device, defective charging cable, or hardware/software problem in the converter;
 - (vii) Customer's networking setup;
 - (viii) hardware provided by parties other than Supplier;
 - (ix) any other technology and services not provided by Supplier under the Contract;
 - (x) fair wear and tear; or
 - (xi) a Warranty Claim is not approved by the manufacturer for any other reason.

then Supplier shall be entitled to invoice Customer for the Additional Charges following undertaking the relevant work, including the right for Supplier to seek an upfront payment prior to completing any such repairs. The exclusions referred to also apply if Customer has not given written notice of the non-compliance within seven (7) days after the date it identified (or should reasonably have identified) the same.

- 4.9 Where Equipment is found to be non-compliant with the Manufacturer Warranty and the Warranty Claim has been approved by the manufacturer, the manufacturer shall either arrange for replacement or repair of the Equipment (at the discretion of the manufacturer).
- 4.10 Where the Equipment is not found to be non-compliant with the Manufacturer Warranty, or is found to be non-compliant with the Manufacturer Warranty but the Warranty Claim is not approved for some other reason (for example the Warranty Claim has been submitted outwith the Warranty Period), the Equipment shall be returned to Customer at Customer's expense.
- 4.11 To the extent that any fees are levied by the Equipment manufacturer in respect of a Warranty Claim (for example, a no fault found fee), such fees shall be paid by Customer and Supplier shall no liability or obligation to pay such fee.

5 General

- 5.1 Supplier shall ensure that all Services are undertaken in accordance with Good Industry Practice.
- 5.2 Risk of loss or destruction of, or damage to, the Equipment remains with Customer at all times, other than when Supplier is carrying out Services. Risk in any parts incorporated into the Equipment arising through delivery of the Services shall pass to Customer at the point they are attached or incorporated into the Equipment. Title shall pass immediately unless any Additional Charges are payable in respect of the parts in which case title shall pass when payment has been received in full.
- 5.3 Any and all defects in the delivery of the Services shall be remedied by Supplier through reperformance of the same and Supplier shall have no other obligations or liabilities in respect of the Maintenance Services.

- 5.4 Customer shall, as a matter of urgency, provide all reasonable assistance required by Supplier in the event any Equipment requires to be recalled from the market by the manufacturer.
- 5.5 Without affecting any other right or remedy available to it, Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if the Supplier reasonably determines that the Equipment can no longer be maintained in Good Working Order for reasons including without limitation replacement of spare parts or consumables alone being unable to achieve Good Working Order standards, Equipment is no longer supported by any reputable manufacturers, or Equipment is damaged beyond economic repair otherwise than through the Supplier's fault. In these circumstances Supplier will notify Customer in writing and provide proposed alternative solutions where possible.