

**Schedule 3A: Supply and Installation**

These terms and conditions apply to all Customers buying EV Charging Points and Installation Services.

**1 Definitions & Interpretation**

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

**CDM Regulations** means the Construction (Design and Management) Regulations 2015.

**Defect** means, as the context requires, that: (a) the EV Charging Point does not conform to a material degree with the manufacturer's specification or is subject to material defects in design, materials or workmanship and/or (b) the Installation Works were not performed in accordance with the Contract, and **Defective** shall be construed accordingly.

**Equipment & Installation Charges** charges for supply of equipment and/or installation specified in Contract Particulars

**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.

**Installation Works** means installation and commissioning of the EV Charging Points at Customer Site.

**Manufacturer Warranty** means the warranty by the manufacturer of the EV Charging Point that it conforms in all material respects with the product description given by the manufacturer.

**Upfront Payment** means the part of the Equipment & Installation Payment payable prior to Installation works commencing specified in the Contract Particulars.

**2 Supply of the EV Charging Points**

2.1 Supplier shall sell the EV Charging Points to Customer, and Customer shall purchase the EV Charging Points.

2.2 Title in the EV Charging Points shall pass to Customer on payment of the Equipment & Installation Charges in full.

**3 Delivery of the EV Charging Points**

3.1 Supplier shall notify Customer of the planned date(s) for delivery of the EV Charging Points to Customer Site. The planned date(s) for delivery of the EV Charging Points are not binding on Supplier and Supplier shall have the right to notify Customer of any changes to such date(s).

3.2 Supplier shall deliver the EV Charging Points to Customer Site. Supplier may deliver the EV Charging Points in instalments. Supplier shall be responsible for unloading the EV Charging Points at Customer Site.

3.3 Customer shall provide safe and secure storage for the EV Charging Points at Customer Site.

3.4 Risk of loss or destruction of, or damage to, each part of the EV Charging Points shall pass to Customer on their installation at Customer Site.

**4 Health & Safety**

4.1 Supplier shall (and shall ensure that all its personnel undertaking the Installation Works shall) comply with all applicable health and safety legislation.

4.2 Prior to the date on which any Supplier Personnel is due to attend any site, Customer will notify Supplier of all safety and security procedures at the relevant site.

4.3 Where applicable to the Installation Works, CDM Roles

will be detailed in the Contract Particulars.

4.4 Following completion of the Installation Works, Supplier shall provide to Customer the operating manuals and other documents provided by the EV Charging Point manufacturer.

**5 Customer Obligations**

5.1 Customer shall, prior to delivery of the EV Charging Points to Customer Site, ensure that all Necessary Consents are in place (and are maintained until the end of the Term) to permit the installation and operation of the EV Charging Points at Customer Site.

5.2 Customer shall provide all information or documentation (including photographs) reasonably requested by Supplier in relation to Installation Works, including without limitation location of power lines and other utilities, other works on site that may impact Installation Works, asbestos register for site, site safety rules and any contaminated soil reports. Customer shall make available all the necessary electrical, water, ventilation and cooling requirements at Customer Site as reasonably necessary for the EV Charging Points and/or the Installation Works. Customer shall ensure that Customer Site is free from obstructions or any other impediment that may interfere with Supplier's ability to carry out and complete the Installation Works.

**6 Installation Works**

6.1 Supplier shall ensure that the Installation Works are undertaken in accordance with Good Industry Practice (or, to the extent that they include any design services, Supplier shall prepare all such designs using reasonable skill and care).

6.2 Following delivery of the EV Charging Points to Customer Site, Supplier shall use reasonable endeavours to complete the Installation Works in a timely manner. Any dates for performance agreed or specified by either or both of the Parties are only indicative and are not binding.

6.3 Customer shall each be entitled to witness and inspect the Installation Works and EV Charging Points.

**7 Equipment & Installation Charges**

7.1 The Equipment & Installation Charges will be invoiced by Supplier and payable by Customer on completion of Installation Works, unless Supplier has specified an Upfront Payment is required then Upfront Payment is invoiced and payable prior to Installation Works commencing and balance of the Equipment & Installation Payment less Upfront Payment already is invoiced and payable by customer on completion of the Installation Works.

7.2 If the characteristics of Customer Site differ from those which Supplier reasonably expected based on information supplied and survey completed prior to Contract, Supplier shall be entitled to adjust the Equipment & Installation Charges to reflect such change, acting reasonably.

7.3 Completion of the Installation Works shall occur on Supplier certifying Installation Works are substantially complete. Immaterial deficiencies and snagging items shall not prevent completion. If Supplier is unable to complete ancillary works relating to the Installation Works

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

due to circumstances outside Supplier's control, including without limitation inclement weather preventing bay marking painting, Supplier shall be entitled to certify substantial completion and shall be entitled to payment of the Equipment & Installation Amount but shall be obliged to return as soon as reasonably practicable to complete such ancillary works.

**8 Warranty**

- 8.1 If the Customer is purchasing the EV Charging Points and Installation Works only and Customer has not elected to procure maintenance services from Supplier then Supplier shall assign the benefit of any Manufacturer's Warranty to Customer together with the limitations, conditions and exclusions contained therein. Recourse to the Manufacturer under the Manufacturer's Warranty shall be Customer's exclusive remedy relating to any Defect in the EV Charging Points; and
- 8.2 Supplier shall make good, at no charge to Customer, all Defects in the Installation Works (whether in materials or workmanship) which Supplier is legally liable to rectify provided that all such alleged defects shall have been notified in writing to Supplier by Customer in writing not later than six (6) months after completion of the Installation Works but the liability of the Company for defective materials and/or workmanship shall be limited strictly to the cost to the Company of replacing or making good the same.
- 8.3 Supplier has the right to make changes to the specifications of any equipment to be supplied provided such changes do not adversely affect the quality in any material way. Drax shall notify the Customer of such changes as soon as reasonably practicable.

**9 OZEV Grant Discount**

- 9.1 This Condition shall only apply where an 'OZEV Grant Discount' is included in the Order as part of the calculation of the Equipment & Installation Charges.
- 9.2 Customer confirms that it is eligible under the OZEV Workplace Charging Scheme, and that Customer Site and the EV Charging Points are eligible under the OZEV Workplace Charging Scheme, and that the requirements of the OZEV Workplace Charging Scheme are otherwise met. Supplier has not checked such eligibility on Customer's behalf.
- 9.3 Each Party shall take the relevant steps required of it in order to obtain the relevant grant under the OZEV Workplace Charging Scheme. This includes Customer providing Supplier with the relevant voucher prior to the commencement of the Installation Works and also confirming the claim when requested under the scheme. If Customer fails to comply with this Condition or if Supplier does not receive such payment (otherwise than due to Supplier's negligent act or omission), then Supplier shall be entitled to increase the Equipment & Installation Charges.