

**Schedule 3F: Adoption**

These terms and conditions apply to all Customers where Supplier is adopting existing Equipment for the purposes of supplying Services. These terms must always be read together with Schedule 3, Schedule 3A (Supply & Installation) and Schedule 3B (Services).

**1 Definitions & Interpretation**

1.1 In the Contract the following words shall have the following meanings unless the context requires otherwise:

**Adoption** means the commencement by the Supplier of Services in respect of Equipment where Supplier was not involved in original supply and/or installation of that Equipment.

**Adoption Works** any works to be carried out by Supplier to adopt the Equipment as detailed in the Contract Particulars

**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 Working Order Charge** means the Charges payable by Customer to Supplier for completion of the Good Working Order Works detailed in the Contract Particulars.

**Good Working Order Works** means the works to be undertaken by Supplier to achieve Good Working Order status for the Equipment as detailed in the Contract Particulars.

**Mobilisation Charge** the Charges payable by Customer to Supplier for carrying out a Customer Site visit as part of a quotation process as detailed in the Contract Particulars.

**Onboarding Charge** the Charges payable by Customer to Supplier for onboarding a new brand of charger as part of the Adoption process as detailed in the Contract Particulars.

**Services Live Date** means the date on which Supplier shall commence delivery of Services in respect of the Adopted Equipment

**2 Process for Adoption**

2.1 Supplier shall carry out an inspection of the Equipment to determine, without limitation, whether it is in Good Working Order and/or whether the Supplier is capable of delivering Services in respect of the Equipment.

2.2 Following inspection of Equipment Supplier may, at its sole discretion, refuse to offer Services in respect of the Equipment.

2.3 If Supplier wishes to offer Services in respect of Equipment it will issue its quotation detailing all Services to be provided and Charges to be paid by the Customer, which may include without limitation the Mobilisation Charge, the Adoption Charge and the Onboarding Charge together with ongoing Charges for Services in respect of the Equipment after Adoption, and if Equipment is found during inspection not to be in Good Working Order, it will also issue as part of its quotation to the Customer a quote for the work

and parts required to restore the Equipment to Good Working Order in exchange for the Good Working Order Charge.

2.4 If the Customer accepts the quotation, Supplier shall, in the case of quotations including Good Working Order Works, carry out the work in accordance with the quoted terms and conditions. Upon completion of the work it shall submit its invoice for the work and upon payment of such invoice it shall issue a certificate to the Customer confirming that the Equipment is in Good Working Order and the Services Live Date on which Supplier will commence delivery of the Services.

2.5 For quotations where no Good Working Order works are required, Supplier shall confirm the the Services Live Date on which Supplier will commence delivery of the Services.

**3 Customer Obligations**

3.1 Customer warrants that it holds the legal and beneficial title in the EV Charging Points.

3.2 Prior to Adoption of the Equipment, Customer will provide Supplier with:

(i) electrical certification in relation to the Equipment to be adopted;

(ii) documentation from the Previous Installer in relation to proper completion of the original installation works;

(iii) copies of all necessary consents which Customer warrants are in place (and maintained until the end of the Term) to permit the adoption and operation of the EV Charging Points at the Customer Site;

(iv) all necessary electrical, water, ventilation and cooling requirements at the Customer Site as reasonably required for the EV Charging Points or Adoption Works; and

(v) any further documentation, information or on-site technical reviews, that Supplier may reasonably require.

3.3 Notwithstanding any other obligations the Customer has in terms of the Contract, Customer specifically warrants and represents that all information provided in respect of the Adopted Equipment is accurate and complete and that the EV Charging Points were installed by a reputable supplier in compliance with all necessary legislation and consents.

**4 Supplier Obligations**

4.1 Subject to Customer's compliance with its obligations, Supplier shall provide the Services detailed in the Contract Particulars in respect of the Adopted Equipment

4.2 In the event Supplier is not satisfied with any aspect of the information supplied by the Customer as required by this Schedule, it can refuse to complete the Adoption Works and provide the Services at its sole discretion.