

INSTALLATION AND USE OF CHARGING INFRASTRUCTURE

1. Installation of a charging infrastructure

1.1 When the Client requests an offer for an electric vehicle and the quote provides for a fixed charging infrastructure, the following step is taken: Upon confirmation of the offer by the Client, a review will be carried out by Axus to verify the possibility of instalment of the fixed charging infrastructure at the Driver's premises. The review will be carried out over the phone or, if necessary, on site (a review is required to be able to deliver the fixed charging infrastructure to a Driver).

1.2 Depending on the result of the review, the following situations are possible:

- The review is favourable. Upon receipt of a favourable review report, Axus shall order the electric vehicle from the car dealer/importer and the fixed charging infrastructure from his supplier.
- The review is favourable but shows that the installation cost would be higher than initially estimated.
 - In this case, Axus will adjust the leasing offer for the Vehicle and once Client has agreed to the modified leasing offer, the electric vehicle and the fixed charging infrastructure will be ordered by Axus.
 - If the Client does not agree or if the Client chooses to order the Vehicle without the fixed charging infrastructure, a fixed fee of €150 will be invoiced to the Client.
- The review is favorable but subject to certain modifications to the electric installation of the Driver.

If this situation occurs, Client can choose between the following options:

- Ordering of the vehicle without the fixed charging infrastructure. If this option is selected, a new quote will be issued by Axus and a fixed compensation of €150 will be invoiced to the Client.
- Cancelling the order. If this option is selected, a fixed compensation of €150 will be invoiced to the Client.
- Ordering the Vehicle with a charging point: By selecting this option, the Client vouches that the Driver/owner of the property - at his/her own expense and risk - makes the necessary adjustments to the property/facilities (reinforcement, earthing, extra digging etc.) as

described in the review report to enable the installation of a fixed charging infrastructure.

- If however, it appears that the fixed charging infrastructure can not be installed, the leasing offer will be unilaterally adapted by Axus to an Individual Leasing Agreement without a fixed charging infrastructure and a fixed compensation of €150 will be invoiced to the Client.
- The review is unfavourable. In the absence of a favourable review, the Client can choose between the following options:
 - Ordering the Vehicle without the fixed charging infrastructure. If this option is chosen, a new offer will be issued by Axus.
 - Cancelling the order.

In either event, a fixed compensation of €150 will be invoiced to the Client.

1.3 The installation shall be carried out in accordance with Belgian standards and regulation. After installation and before the first use, the fixed charging infrastructure must be certified by an independent inspection body.

2. Installation and use of charging infrastructure by Driver

2.1 This clause applies to the use of a charging infrastructure at the private residence of the Driver of an electric vehicle (EV) and the undertakings of the Client and the Driver in that respect.

2.2. In the event Client provides a charging infrastructure to the Driver as an inherent accessory to the use of an EV (and thus as part of the monthly Lease Instalment), Client acknowledges that Axus will retain ownership over the charging infrastructure throughout the entire duration of the right of use of the EV. Client is thus aware that:

- 2.2.1. charging infrastructure will remain a movable asset during the entire duration of use of the EV despite its installation at the residence of the Driver, with exception of early termination of the right of use of the charging infrastructure before the actual end date of the right of use of the EV (as a result of termination of the work relation with Client for whatever reason, as a result of a Driver switch or as a result of a Driver moving to another residence). If such early termination occurs, the book value of the charging infrastructure will be settled with the Client;
- 2.2.2. upon termination of the right of use, the ownership of the charging infrastructure will automatically be transferred to the owner of the property (on which the infrastructure has been installed), unless Driver informs Axus in writing within 10 (ten) working days as of notification by Axus of the decision to refuse transfer of ownership. In this case the Driver is responsible for the removal of the charging infrastructure and the costs related to it.

2.3 The charging infrastructure will be installed and managed by a supplier of Axus. Consequently, the supplier will guarantee proper functioning of the infrastructure and bears responsibility for any hidden or other defects.

2.3.1 Client recognizes hereby that :

- 1) in case the Driver is not the owner of the property or co-owner in a condominium, he/she needs to involve the landlord/syndicate of the condominium directly to make the necessary arrangements with a view to the possible installation and operation (and the eventual automatic transfer of ownership to the owner of the property or removal of the charging infrastructure);
- 2) Axus will not bear any responsibility for any possible consequences that would arise from the non-involvement of the landlord/syndicate of the condominium (of the Driver) regarding the charging infrastructure.

2.3.2 Client also recognizes that the Driver has the obligation to notify his/her insurer, the insurer of the landlord or the insurer of the condominium to ensure that the coverage under the fire insurance policy remains applicable and covers the charging infrastructure throughout the entire duration of the right of use of the EV. Client is hereby informed that Axus will not bear any responsibility for any damage that would result from the incorrect or non-information of the fire insurer of the installation and operation of the charging infrastructure by the Driver.

2.3.3 Client recognizes thereby that no warranty is given by Axus in relation to the charging infrastructure and its functioning. Therefore, Client undertakes not to seek any indemnity from Axus in that respect.

2.3.4 Client is also aware that Axus is not responsible for the maintenance of or repairs to the charging infrastructure. Any such action must therefore be undertaken under the responsibility of the Driver. The Client therefore waives any right to a claim against Axus in case of malfunctioning or other defect, including hidden defects, to the charging infrastructure, as well as any direct or indirect damage arising from any malfunctioning or defect.

2.3.5 In case of transfer of ownership, Axus will provide Driver with the closing transfer of ownership document.

2.4 Before the ordering of the EV and the charging infrastructure, whether via the applicable Axus platform, the Driver also needs to be clearly informed about the modalities mentioned above in articles 2.2 and 2.3. Acceptance and acknowledgment of those modalities by the Driver will be required from Driver directly (without which the ordering process cannot be finalised).

However, in case the Driver is not involved in the ordering process of the EV, Client commits to inform the Driver in a clear and transparent way about the implementation as well as the resulting obligations borne by said Drivers related to the charging infrastructure as described in articles 2.2 and 2.3. Those conditions are included in the document entitled 'Declaration from the Driver' which will be sent by Axus to the Client each time an order is placed for an EV with the installation of a charging infrastructure. Client commits to forward this Declaration to the Drivers concerned.

- 2.5** If a charging infrastructure cannot be used due to maintenance, damage, repair, defects, connectivity issues, faults or otherwise, this shall not affect Client's obligation to pay the Lease Instalment and any related charges.
- 2.6** Axis will endeavour to have the charging infrastructure installed by its supplier before the effective delivery date of the EV. If however, installation of the charging infrastructure beforehand would not be feasible for reasons independent from Axis, Client will not be able to delay the reception (i.e. effective delivery) of the EV for a period exceeding 30 calendar days.